AGENDA

Thursday, November 7, 2019
9:00 a.m.

NOTE LOCATION THIS MONTH
Watsonville City Council Chambers
275 Main Street, #450
Watsonville, CA

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
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COMMISSION MEMBERSHIP

Caltrans (ex-officio)    Tim Gubbins
City of Capitola         Jacques Bertrand
City of Santa Cruz       Sandy Brown
City of Scotts Valley    Randy Johnson
City of Watsonville      Trina Coffman-Gomez
County of Santa Cruz     Greg Caput
County of Santa Cruz     Ryan Coonerty
County of Santa Cruz     Zach Friend
County of Santa Cruz     John Leopold
County of Santa Cruz     Bruce McPherson
Santa Cruz Metropolitan Transit District    Ed Bottorff
Santa Cruz Metropolitan Transit District    Aurelio Gonzalez
Santa Cruz Metropolitan Transit District    Mike Rotkin

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.*

4. Accept draft minutes of the September 19, 2019 Interagency Technical Advisory Committee meeting

5. Approve draft minutes of the October 3, 2019 Regional Transportation Commission meeting

6. Accept draft minutes of the October 7, 2019 Bicycle Advisory Committee meeting

7. Accept minutes of the October 9, 2019 Regional Transportation Commission and Saint Paul Pacific Rail Santa Cruz Rail Line Coordinating Committee

8. Accept draft minutes of the October 10, 2019 Budget and Administration/Personnel Committee meeting

**POLICY ITEMS**

   *No consent items*

**PROJECTS and PLANNING ITEMS**

9. Accept report on Federal August Redistribution

10. Approve Public Participation Plan *(Resolution)*

11. Approve Regional Transportation Improvement Program (RTIP) amendment for Aptos Village Improvements *(Resolution)*
12. Approve amendment to Measure D: San Lorenzo Valley/Highway 9 (SLV/Hwy9) 5-Year Program of Projects for pothole repair to provide a pedestrian and bicycle friendly surface for Farmer Street in Felton (Resolution)


15. Approve CMAG Engineering, Inc Contract for 2017 Storm Damage Repairs (Resolution)


17. Approve Kittleson Environmental Consulting Contract Amendment for 2017 Storm Damage Repairs (Resolution)

18. Approve Clean Team Associates Contracts for Janitorial Services on the Santa Cruz Branch Rail Line ([2] Resolutions)

19. Approve contracts with Community Tree Service for on-call vegetation control along the Rail Property ([2] Resolutions)

20. Approve contract with Kimley Horn and Associates, Inc for Santa Cruz County Travel Demand Model-Transit Enhancements (Resolution)

BUDGET AND EXPENDITURES ITEMS

21. Accept status report on Transportation Development Act (TDA) revenues

22. Accept status report on Measure D revenues and distribution

ADMINISTRATION ITEMS

23. Approve Nominating Committee for 2020 RTC Chair and Vice Chair

INFORMATION/OTHER ITEMS

24. Accept monthly meeting schedule

25. Accept correspondence log

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

27. Accept information items - none

REGULAR AGENDA

28. Commissioner reports – oral reports
29. Director’s Report – oral report  
   (Guy Preston, Executive Director)

30. Caltrans report  
   a. Santa Cruz County project updates

31. Request to begin Environmental Phase of the Highway 1 Auxiliary Lanes between State Park Drive and Freedom Boulevard Project  
   (Sarah Christensen, Senior Transportation Engineer)  
   a. Staff report  
   b. Highway 1 State Park/Freedom Auxiliary Lanes Project Fact Sheet

32. Davenport Crossing Project Update  
   (Grace Blakeslee, Senior Transportation Planner)  
   a. Staff report

33. Amendments to Fiscal Year (FY) 2019-20 Budget and Work Program  
   (Tracy New, Director of Finance and Budget)  
   a. Staff report  
   b. Resolution Adopting the Amended FY 2019-20 Budget and Work Program  
   c. Transportation Development Act (TDA) Estimates and Revenues

34. Santa Cruz Branch Rail Corridor - Environmental Permitting Contract Award  
   (Grace Blakeslee, Senior Transportation Planner)  
   a. Staff report  
   b. Resolution for Environmental Services Contract Award  
      i. Exhibit A: Draft Contract and Scope of Work

35. Review of items to be discussed in closed session

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, initiation of litigation pursuant to Government Code 54956.9 (d)(4): One Case

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Name of Case: Save our Big Trees v. City of Santa Cruz, et al. (Case No: 19CV02062, Santa Cruz County Superior Court)

OPEN SESSION

36. Report on closed session

37. Next meetings
The next RTC meeting is scheduled for Thursday, December 5, 2019 at 9:00 a.m. at the County Board of Supervisors Chambers, 701 Ocean Street, 5th floor, Santa Cruz, CA.

The next Transportation Policy Workshop meeting is scheduled for Thursday, November 21, 2019 at 9:00 a.m. at the RTC Offices, 1523 Pacific Ave, Santa Cruz, CA.

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

COMMENTS FROM THE PUBLIC
Written comments for items on this agenda that are received at the RTC office in Santa Cruz by noon on the day before this meeting will be distributed to Commissioners at the meeting.

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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.

Agenda packets: Complete agenda packets are available at the RTC office, on the RTC website (www.sccrtc.org), and at all Santa Cruz County public libraries.

For information regarding library locations and hours, please check online at www.santacruzpl.org or www.cityofwatsonville.org/public-library

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HOW TO REQUEST

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES
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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.

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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](http://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**

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Santa Cruz County Regional Transportation Commission  
Interagency Technical Advisory Committee (ITAC)

MINUTES  
Thursday, September 19, 2019, 1:30 p.m.  
SCCRTC Conference Room  
1523 Pacific Ave, Santa Cruz, CA

ITAC MEMBERS PRESENT  
Gus Alfaro, Caltrans District 5 Planning  
Teresa Buika, UCSC  
Chris Schneiter, Santa Cruz Public Works and Planning proxy  
Murray Fontes, Watsonville Public Works and Planning proxy  
Paul Hierling, Association of Monterey Bay Area Governments (AMBAG)  
Daryl Jordan, Scotts Valley Public Works  
Kailash Mozumder (Vice Chair), Capitola Public Works  
Matt Marquez, Santa Cruz METRO  
Anais Schenk, County Planning  
Steve Wiesner, County Public Works

Excused Absences: Claire Fliesler, Santa Cruz Planning  
Justin Meek, Watsonville Community Development

RTC Staff Present: Sarah Christensen, Rachel Moriconi, Tommy Travers  
Others Present: Will Condon, AMBAG; Matt Machado, County Public Works;  
John Olejnik, Caltrans District 5 Planning

1. Call to Order: Vice Chair Mozumder called the meeting to order at 1:33 p.m.

2. Introductions: Self introductions were made.

3. Oral Communications: Paul Hierling announced Will Condon is a new planner with AMBAG and may be attending future ITAC meetings on behalf of AMBAG. Rachel Moriconi reminded agencies to notify her or AMBAG if they have updates to any federally-funded projects that need to be included in the Metropolitan Transportation Improvement Program (MTIP).

4. Additions, deletions, or changes to consent and regular agendas: Item 11 regarding the statewide Active Transportation Program (ATP) was tabled to a future meeting.

CONSENT AGENDA

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

5. Approved Minutes of the August 15, 2019 ITAC meeting

6. Received Caltrans Project Updates
REGULAR AGENDA

7. Status of Ongoing Transportation Projects

Caltrans - Gus Alfaro reported that the new Caltrans Director is Toks Omishakin. He announced Sustainable Transportation Planning grant opportunities and Murray Fontes reported Watsonville will be seeking a grant for a downtown plan. Mr. Alfaro also provided information on Strategic Growth Council climate change research grants, the California Transportation Commission (CTC) Transit Project Delivery workshop, and other state programs. John Olejnik reported that significant program reviews, especially focused on indirect costs, is underway. Caltrans is also updating the regional planning handbook and working to balance complete streets and other Caltrans mandates.

Capitola - Kailash Mozumder reported that the Park Avenue sidewalk project is underway; Clares St. traffic calming project is scheduled to start construction in Spring 2020; the 41st Avenue adaptive signal lights project – coordinating traffic signals on 41st Ave, through Highway 1, to Soquel Village is moving forward with AB2766 grants to the city and County. He also provided updates on the Brommer St. complete streets infill project (38th Ave to 41st Ave). Design work continues on the rail trail near City Hall. The city is seeking emergency funds for Park Avenue storm damage repairs through Caltrans.

UCSC - Teresa Buika reported that the Great Meadow Bicycle Path project is in design, with construction scheduled for summer 2020. The East Remote Parking Lot project is expected to complete construction in early 2020.

Scotts Valley - Daryl Jordan reported that bids have been received for the Glenwood Preserve Trails project, with construction Glenwood Road rehabilitation and bicycle lanes also expected to start construction soon.

AMBAG - Paul Hierling reported that AMBAG is working on regional growth forecast updates.

SCMTD - Matt Marquez reported that METRO has received and is testing new RSTPX-funded buses. EV bus infrastructure projects are starting soon. METRO has also been working on Pacific Station design and mobile ticketing/ego bus passes, starting with Highway 17 Express routes.

County Public Works - Steve Wiesner reported that the County is planning to install a traffic signal at Robertson St. and Soquel Dr. Construction continues on storm damage repairs countywide, with the County working with FHWA to get extensions to federal reimbursement deadlines. The Redwood Road Bridge project and Capitola Road at Soquel Dr. roadway repair projects are wrapping up. The County is starting repairs on Sumner Road and Capitola Road at Leona Creek. Design is 90% complete on the Soquel Drive/Aptos Creek Road signal, with the project expected to go to bid this fall or early winter. Matt Machado reported that the County plans to start pre-construction work on the Mar Vista Bicycle/Pedestrian Bridge over Highway 1 and Monterey Bay Sanctuary Scenic Trail Network (MBSST) trails between Live Oak and Aptos this fall.
County Planning – Anais Schenk reported that the County continues work on the General Plan update and SB743 implementation and model updates to estimate vehicle miles traveled (VMT).

Watsonville – Murray Fontes reported that the City of Watsonville is working on complete streets and safe routes to schools plans. Green bicycle lanes and Green Valley Road Reconstruction projects are starting construction soon. In October, the California Transportation Commission (CTC) will consider changing which portion of Segment 18 of the Monterey Bay Sanctuary Scenic Trail Network (MBSST) is constructed with Active Transportation Program (ATP) funds.

Santa Cruz – Chris Schneiter reported that the City of Santa Cruz awarded a contract for safe routes to schools projects, with construction to start in a few months. Bids were opened for construction of Segment 7, phase 1 of the Monterey Bay Sanctuary Scenic Trail Network (MBSST).

RTC – Rachel Moriconi reported that the Elderly and Disabled Transportation Advisory Committee (E&D TAC) has several openings. At its September 5, 2019 meeting, the RTC approved amendments to the Regional Transportation Improvement Program (RTIP) for several projects, as requested by project sponsors and the RTC approved the process for programming new Regional Surface Transportation Program Exchange (RSTPX), State Transit Assistance (STA), State Transportation Improvement Program (STIP), Local Partnership Program (LPP) and Highway Infrastructure Program (HIP) funds this year. Project information is due from project sponsors on October 21, 2019. Ms. Moriconi also announced that Joanna Edmonds is leaving the RTC for the City of Santa Cruz and Cory Caletti will be retiring from the RTC this year. Tommy Travers reported that bicycle route signage has been installed in unincorporated areas of the County, Santa Cruz, Scotts Valley, and on Caltrans facilities. Installation of signage in Capitola and Watsonville is expected to be completed over the next several months.

8. Highway 1 Corridor Investment Program Updates

Sarah Christensen reported on Highway 1 corridor projects. She requested that agencies contact her if they would like to review aesthetic treatment options for the Chanticleer bicycle/pedestrian overcrossing. A community meeting is scheduled in October to review the design options. Design of the 41st Avenue to Soquel Drive auxiliary lanes, bus on shoulders, and Chanticleer bike/ped bridge project is at 95%. The RTC plans to seek SB1 grants for construction. The RTC has started environmental review and preliminary design work on the Highway 1 Bay-Porter to State Park Drive Auxiliary Lanes and Bus on Shoulders project. The County of Santa Cruz is now taking the lead on the Highway 1 Mar Vista Bicycle and Pedestrian overcrossing. She appreciated Caltrans for its support integrating bus on shoulders into auxiliary lane projects. She also reported that RTC staff is planning to start pre-construction work for the next phase of auxiliary lanes between State Park Drive and Freedom Boulevard later this year.

9. State Highway Operation and Protection Program (SHOPP) Update

Gus Alfaro shared updates on planned State Highway Operation and Protection Program (SHOPP) projects. He noted that while the SHOPP is focused on maintenance of Caltrans’s assets, the Department is also thinking about transit and active transportation. He
encouraged agencies to contact Caltrans if they would like to partner with Caltrans on SHOPP projects, notify Caltrans project managers of any locally funded projects that should be coordinated with planned SHOPP projects, and inform Caltrans staff if there are concerns or questions about specific projects. Matt Machado requested additional information about survey crews near Highway 1 and State Park Drive. Mr. Alfaro agreed to provide additional information on that and other projects.

10. **2022 Regional Growth Forecast and 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Update**

Paul Hierling reported that the AMBAG board has started work on the 2045 MTP/SCS, starting with updates to the Regional Growth Forecast (RGF). The 2045 MTP/SCS will integrate updated growth forecasts, CARB greenhouse gas reduction targets, the 2019 Public Participation Plan. AMBAG is collecting data and other information from local jurisdictions and working with a demographer to prepare employment, population and housing forecasts. AMBAG is expected to release the Notice of Preparation for the MTP/SCS Environmental Impact Report (EIR) in early 2020. AMBAG does not plan to make updates to policy goals from the 2040 MTP/SCS and is instead focused on updating specific performance measures used to evaluate each goal. Beginning in 2020, the Regional Transportation Planning Agency (RTPA) will work with project sponsors to update transportation project lists.

Anais Schenk noted that if high quality transit along the rail corridor is included in the next RTP/MTP, it could be helpful for land use planning. She also asked AMBAG to consider making the determination on if development proposals are consistent with the Sustainable Communities Strategy (SCS) and state-defined high quality transit corridors, rather than leaving it to local jurisdictions to make the determination.

11. **Statewide Active Transportation Program (ATP) Advisory Committee and Cycle 5 Updates – Tabled to future meeting**

12. **Other Transportation Program Updates**

Caltrans Planning/Strategic Partnership Planning Grants – agencies were encouraged to submit draft applications to District 5 staff by 9/27 to review.

SB1 Competitive Grants – The California Transportation Commission (CTC) is updating guidelines for its Solutions for Congested Corridors, Local Partnership Program (LPP), and Trade Corridors competitive programs. Agencies with uniform developer fees are also eligible for LPP-competitive funds.

The CTC is expected to start holding workshop on Active Transportation Program (ATP) guideline updates later this year. Murray Fontes reported that Watsonville is hiring a consultant to assist with the Highway 1/Harkins Slough Rd. bicycle/pedestrian application.

13. The next meeting scheduled for October 17, 2019 was subsequently cancelled.

The meeting adjourned at 3:00 p.m.

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

The meeting was called to order at 9:01

Members present:
Trina Coffman-Gomez  Donna Meyers (alt.)
Jacques Bertrand  Sandy Brown
Zach Friend  Virginia Johnson (alt.)
Randy Johnson  Ed Bottorff
Aurelio Gonzalez  Aileen Loe (ex-officio)
John Leopold  Andy Schiffrin (alt.)
Patrick Mulhearn (alt.)

Staff present:
Luis Mendez  Guy Preston
Tracy New  Grace Blakeslee
Ginger Dykaar  Sarah Christensen
Brianna Goodman  Tommy Travers
Yesenia Parra  Yolanda Gomez

2. Oral communications

Public comments received from:
Rebecca Downing
Brian Peoples
Michael Saint
Keith Otto

3. Additions or deletions to consent and regular agendas
Replacement pages for items 5 and 21; handouts for items, 18, and 21.
CONSENT AGENDA

Commissioner Alternate Schiffrin moved and Commissioner Leopold seconded the consent agenda as amended. The motion carried unanimously with Commissioners Bertrand, R. Johnson, Gonzalez, Coffman-Gomez, Leopold, Bottorff, Friend, Brown and Commissioner Alternates V. Johnson, Schiffrin and Meyers voting “aye”.

MINUTES

4. Accepted draft minutes of the August 13, 2019 Elderly & Disabled Transportation Advisory Committee meeting

5. Approved draft minutes of the September 5, 2019 Regional Transportation Commission meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

No consent items

BUDGET AND EXPENDITURES ITEMS

6. Accepted status report on Transportation Development Act (TDA) revenues

7. Accepted report on Measure D revenues and distribution

8. Approved Fiscal Year 2019-20 Transportation Development Act (TDA) Claim from the RTC for Administration, Planning, and Operations (Resolution 50-19)

ADMINISTRATION ITEMS

9. Approved the Regional Transportation Commission meeting schedule for 2020

10. Approved the California Public Employees’ Retirement System (CalPERS) health benefit contribution rates for plan year 2020 (Resolution 51-19, and Resolution 52-19)

11. Approved the Special District Risk Management Authority (SDRMA) Amended Memorandum of Understanding (Resolution 53-19)

12. Accepted Public Outreach Calendar
INFORMATION/OTHER ITEMS

13. Accepted monthly meeting schedule
14. Accepted correspondence log
15. Accepted letters from RTC committees and staff to other agencies-no
16. Accepted information items-no

REGULAR AGENDA

17. Commissioner reports – oral reports
18. Director’s Report – oral report

Guy Preston, Executive Director, announced the departure of Transportation Planning Technician, Joanna Edmonds noting her last day with the RTC as Friday, October 4th after a nearly two-year tenure with the RTC. Mr. Preston also reported on the MBSST Segment 7, and his and Ginger Dykaar’s attendance at the 2019 Rail Volution Conference and showed some slides with information on Vancouver’s transportation system that includes, several different style bike lanes, highways, buses and trains. Mr. Preston also noted that Karena Pushnik, RTC retiree, will be working for the RTC to help with projects while staff is on leave.

Public comments received from:
Michael Saint

19. Caltrans report

Aileen Loe, District 5 Deputy Director reported that the Interregional Transportation Improvement Program (ITIP) comments are due November 15 and that public hearings will be held on October 8th in Modesto and the 15th in Orange County; that the Governor’s goals for climate change will have an impact on future transportation planning for Caltrans.

Commissioners discussed: timeframe for guard rail repair work and thanked Caltrans for quick responses to concerns regarding crosswalks in Aptos.

20. Section 5310 Grant Applications

Grace Blakeslee, Senior Transportation Planner, presented the staff report.
Commissioners Discussed: Summary of how the unmet needs list is created and the approving process and evaluation criteria;

Public comments received from:
Michael Saint
Kirk Ance

Commissioner Alternate Schiffrin moved and Commission Gonzalez seconded the staff recommendations to:

1. Approve the Santa Cruz County Traditional Section 5310 Program grant application scores (Resolution 54-19) determined by the Local Review Committee;

2. Confirm submittal of Santa Cruz County Expanded Section 5310 Program applications (Attachment 1, Exhibit B) to be considered by the Statewide Review Committee; and

3. Certify that the projects submitted for Section 5310 funding to provide specialized transportation services in Santa Cruz County meet applicable federal program requirements and conditions and are consistent with the 2040 Regional Transportation Plan (Attachment 1).

The motion carried unanimously with Commissioners Bertrand, R. Johnson, Gonzalez, Coffman-Gomez, Leopold, Bottorff, Friend, Brown and Commissioner Alternates V. Johnson, Schiffrin and Meyers voting “aye”.

Commissioner Friend departed the meeting and Commissioner Alternate Mulhearn joined the meeting at 10:03 a.m.


Ginger Dykaar, Senior Transportation Planner, presented the staff report.

Steven Decker HDR responded to Commissioner questions noting that the consultant work will be data driven, inclusive and unbiased and provide the information needed for the Commission to make an informed decision.

Commissioners Discussed: the high cost of this study; that this study does not duplicate previous studies but rather augments them; the need for a follow up study to determine the most feasible approach for using the rail corridor. Appreciation to staff for listening to all concerns; and that METRO’s interface is essential in this process.

Public comments received from:
Brian Peoples
Sally Arnold
Rebecca Downing
Keith Otto

Commissioner Alternate Schiffrin moved and Commissioner Brown seconded the staff recommendations to:

1. Adopt **(Resolution 55-19)** authorizing the Executive Director to negotiate and enter into an agreement with HDR Engineering Inc for professional consulting services totaling up to $640,077 to perform the Alternatives Analysis for High Capacity Public Transit on the Rail Right-of-Way.

2. Amend the Measure D – Rail Corridor Five-Year Program of Projects to provide $370,000 in additional Measure D-Rail funds to complete this study.

The motion carried unanimously with Commissioners Bertrand, Gonzalez, Coffman-Gomez, Leopold, Bottorff, Brown, R. Johnson and Commissioner Alternates V. Johnson, Schiffrin, Meyers, and Mulhearn voting “aye”.

22. Review of items to be discussed in closed session – Adjourned to closed session at 10:36 a.m.

**CLOSED SESSION**

Commissioners discussed the closed session on the following behind closed doors:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, initiation of litigation pursuant to Government Code 54956.9 (d)(4): One Case

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Name of Case: *Save our Big Trees v. City of Santa Cruz, et al.* (Case No: 19CV02062, Santa Cruz County Superior Court)

**OPEN SESSION**

23. Report on closed session – Reconvened to open session at 11:22 a.m. no report.

24. Next meetings

The next RTC meeting is scheduled for Thursday, November 7, 2019 at 9:00 a.m. at the Watsonville City Council Chambers, 275 Main St. Ste 450, Watsonville, CA.
The next Transportation Policy Workshop is scheduled for Thursday, October 17, 2019 at 9:00 a.m. at the RTC Offices, 1523 Pacific Ave., Santa Cruz, CA.

The meeting adjourned at 11:23 a.m.

Respectfully submitted,

Yesenia Parra

Yesenia Parra

Attendees:

Steve Mattas  
Kirk Ance  
Brian Peoples  
Sally Arnold  
Rebecca Downing  
Keith Otto  
Michael Saint  
Gina Cole  
James Sandoval  
Paul Hierling  

Lift Line/CTSA/Community Bridges  
Trail Now  
FORT  
Seacliff Improvement Association  

Campaign for Sustainability Transportation  
Bike Santa Cruz County  
SMART Local 0023  
AMBAG
1. Call to Order: Chair, Amelia Conlen called the meeting to order at 5:05 pm.

2. Introductions

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

**Unexcused Absences:**
Richard Masoner, City of Scotts Valley

**Excused Absences:**
Grace Voss, District 1  
Janneke Strause, District 1 (Alt.)  
Casey Beyer, District 2 (Alt.)  
Bruce Sawhill, City of Santa Cruz (Alt.)  
Jim Langley, CTSC (Alt.)

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

**Staff:**
Tommy Travers, Transportation Planner

**Guests:**
John Ciccarelli, Bicycle Solutions  
Gina Cole, Bike Santa Cruz County  
Lauren Freeman, County Public Health

3. Announcements – Staff announced that 1) a special meeting of the Committee has been scheduled for Monday, November 4, 2019 at 6:00 PM at the RTC Office, 2) there will be a public meeting regarding aesthetic treatments for the Chanticleer Ave pedestrian/bicycle bridge on Tuesday October 22, 2019 at the Live Oak Grange, 1900 17th Ave, Live Oak, and 3) RTC Senior Planner Cory Caletti, former primary staff to the Committee for many years, is retiring from the RTC.
4. Oral communications – Amelia Conlen announced that there will be a public input meeting for the development of the Scotts Valley Active Transportation Plan on Thursday, October 24, 2019 at 6:30 PM at the Scotts Valley Senior Center, 370 Kings Village Rd, Scotts Valley. She also announced that Adam Millard-Ball of UCSC is seeking bicycle planners interested in working with students of his winter 2020 seminar on new bicycle projects. Gina Cole announced that Open Streets Santa Cruz will take place on Sunday, October 13, 2019 on West Cliff Dr.

CONSENT AGENDA

No items

REGULAR AGENDA

5. Bicycle Advisory Committee Member Orientation Event – John Ciccarelli led a session in order to educate and empower Committee Members about the function of the Committee and fundamentals of bicycle planning. The Chair and Staff also reviewed past and current bicycle-related projects in Santa Cruz County with Committee members. The following list summarizes the key topics of the Orientation presentation, developed primarily by John Ciccarelli with limited input and review from Chair Amelia Conlen, RTC Planner Tommy Travers, and RTC Senior Planner Rachel Moriconi:

- Committee history and past successes – developed and presented by Member Rick Hyman
- Committee role and processes
- Member skills and relationships with other bodies
- Overview of the work of the Committee
- Bike facility planning, construction plans, and how to review plans
- Current planning documents
- Funding sources
- Latest manuals and guidebooks
- Bike facility types and recent trends
- Current projects with RTC funding

The Committee discussed these topics briefly and asked questions of the presenter, staff, and chair. Handouts of the presentation are available for download on the RTC website at https://sccrtc.org/meetings/bike-committee/agendas/.

6. Adjourn – 8:28 pm

NEXT MEETING: The next Bicycle Committee meeting is a special meeting scheduled for November 4, 2019 from 6:00pm to 8:30pm at the RTC Office, 1523 Pacific Ave, Santa Cruz.

Minutes respectfully prepared and submitted by:
Tommy Travers, Transportation Planner
Santa Cruz Branch Rail Line Coordination Committee

Minutes

Wednesday, October 9, 2019
9:30 am to 11:30 am

Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue, Santa Cruz, CA 95060

1. Introductions - participants introduced themselves

<table>
<thead>
<tr>
<th>Lon Van Gemert, PGR/SPPR CEO</th>
<th>Luis Mendez, RTC Deputy Director</th>
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<tbody>
<tr>
<td>Nikola Shepard, SPPR General Manager</td>
<td>Sarah Christensen, RTC Senior Engineer</td>
</tr>
<tr>
<td>Guy Preston, RTC Executive Director</td>
<td>Thomas Travers, RTC Transportation Planner</td>
</tr>
</tbody>
</table>

2. Changes to the agenda – None

3. Committee establishment and purpose – The group reviewed the committee purpose and agreed to having two meetings per year with a face-to-face meeting once per year and the other meetings by phone.

4. Status reports from SPPR
   a. Quarterly reports – SPPR has provided four quarterly reports thus far showing that freight rail service is increasing. The most recent quarter ended on September 30, 2019 and SPPR is working on that quarterly report. That quarterly report will include fees due to the RTC because the one year period established in the administration, coordination and license agreement to not pay fees has now expired.
   b. RR infrastructure maintenance and other work – SPPR contractors completed track, walkway and railing repairs to the bridge over the Pajaro River. The repairs were needed because a person drove their car onto the bridge and cause damages. A signal was knocked down at the intersection of Walker Street and Highway 129. SPPR is working to repair that signal damage.
   c. Inspections – Regular inspections continue on the section of rail line that is in service, including the 30-day track inspections required by the Federal Railroad Administration (FRA) and signal inspections required by the California Public Utilities Commission (CPUC).

5. Status reports from RTC
   a. Washout and other storm damage repairs – RTC is very close to securing the required permits for storm damage repairs and anticipates releasing a request for bids soon. The target to initiate construction is the summer of next year.
   b. Inspections – The bridge inspections completed by RTC consultants identified needed repairs. The RTC is using its on-call engineering consultant list to obtain proposals for the first phase of bridge repairs which will focus on bridges that are categorized out of service or are close to being categorized as out of service. It is anticipated that the bridge repair work will be done
around the same time as the storm damage repair work but some bridge work is needed to access storm damage sites. RTC also continues to do regular biannual inspections of the rail line right-of-way for general maintenance as part of its preventative maintenance program.

c. Maintenance and other work – RTC continues to undertake necessary general maintenance including vegetation, drainage and encampment removal as needed using on-call contractors. The RTC has a maintenance ticketing system so that when someone contacts the RTC with a potential maintenance need, a maintenance ticket is generated for RTC staff to use in ensuring that the maintenance item is addressed.

6. Third party licenses
   a. TIG/m – RTC staff communicated that TIG/m, a company that builds rail trolley vehicles and systems powered by electricity and hydrogen is interested in doing a demonstration of one of its rail vehicles in Santa Cruz County and that the RTC is interested in having that demonstration. TIG/m has done an inspection of the track between Santa Cruz and Aptos and communicated that it could run on that track but that some track work may be a good idea. The most recent information proposes a demonstration in mid-February to early March of next year. SPPR communicated that the track will need to be brought back into service for the section proposed for the demonstration. RTC staff communicated that TIG/m is working with the Federal Railroad Administration (FRA) to make sure that all of their requirements are met. As more information is provided by TIG/m, it will be shared with SPPR and TIG/m will be coordinating with SPPR, Roaring Camp and the Boardwalk.

   b. Other – RTC communicated that other potential requests for special event trains may come up from other parties. SPPR communicated that they are open to such events as long as all safety requirements are met and SPPR is adequately protected from liability. RTC also communicated that the RTC provided a license to Carl Arnett for running his motorcar on the rail line, which is currently happening for inspections. SPPR communicated that SPPR should also have an agreement with Carl Arnett. RTC staff will let Carl Arnett know.

7. Coordination with local projects –
   a. Watsonville – SPPR communicated that they have seen plans for the trail project in Watsonville before but have not seen or heard anything regarding the project in some time. RTC staff communicated that Watsonville is working on the next version of the plans. SPPR will reach out to the City of Watsonville for the latest information.

   b. Elsewhere – RTC staff communicated that the City of Santa Cruz rail trail project for segment 7 has been awarded and construction will start soon; that PG&E is requesting utility crossings at a few locations; and that Santa Cruz County and the developer are working on roadway railroad crossings in Aptos Village. SPPR communicated that a right of entry and insurance will be required from SPPR for the segment 7 trail contractor; that once RTC provides the utility licenses to PG&E then PG&E needs to ask SPPR for rights-of-entry; and that like other crossing agreements, the roadway crossing agreements in Aptos Village should be with the operator. RTC staff will communicate to the City of Santa Cruz and PG&E the need to obtain rights of entry from SPPR. SPPR will reach out to the County of Santa Cruz regarding the roadway crossing agreements and once those have been developed, they will go to the RTC for concurrence as established in the administration, coordination and license (ACL) agreement between RTC and SPPR.
8. Alternatives analysis for high capacity public transit – RTC staff communicated that RTC recently awarded a consultant contract for an alternatives analysis for high capacity public transit on the rail line right-of-way. Nobody knows what will be the result of the analysis but at the end the RTC will make decisions regarding how the rail line right-of-way should be used to provide high capacity public transit. The decisions may be incompatible with the current day arrangements so modifications may eventually be needed to the agreement between RTC and SPPR. RTC will keep SPPR informed on the progress of the alternatives analysis.

9. Follow up items – minutes for this meeting, quarterly report from SPPR for quarter ending 09/30/2019, RTC to schedule upcoming semiannual coordination committee meetings, SPPR to verify that the line is “out of service” beyond milepost 3 and with the exception of the section on which Santa Cruz Big Trees and Pacific Railroad operates; RTC and SPPR coordination with TIG/m for rail vehicle demonstration event to ensure that FRA requirements are met accordingly, RTC to help provide 90% design plans for the Watsonville rail trail to SPPR, SPPR to be informed of all rights of entry and utility agreements that are issued by the RTC to help ensure that lead entities secure appropriate permission and meet requirements of SPPR, RTC to inform recipients of rights of entry and utility agreements that they must also obtain permission from SPPR, RTC to keep SPPR informed of progress on alternatives analysis, and SPPR representative to present at the RTC’s November meeting.

10. Next meeting – the next meeting will be scheduled later.
Santa Cruz County Regional Transportation Commission  
Budget and Administration/Personnel Committee

DRAFT MINUTES

Thursday, October 10, 2019  
3:00 pm

SCCRTC Office 
1523 Pacific Ave 
Santa Cruz, Ca 95060

The Meeting was called to order at 3:05 pm

1. Introductions-self introductions were made

   Members present:
   Jacques Bertrand  Virginia Johnson (alt.)
   Patrick Mulhearn (alt.)  David Reid (alt.)
   Andy Schiffrin (alt.)

   Staff present:
   Luis Mendez  Guy Preston
   Tracy New  Yesenia Parra
   Sarah Christensen  Rachel Moriconi
   Fernanda Dias Pini  Keith Rayburn

2. Additions or changes to consent and regular agenda

   Replacement page for item 6 and a handout for item 7.

3. Oral communications-none

CONSENT AGENDA

Commissioner Alternate Mulhearn moved and Commissioner Alternate Reid seconded the consent agenda

4. Accepted monthly TDA revenue report

5. Accepted FY2018-19 third and fourth quarter warrants and monthly credit card reports

REGULAR AGENDA
Chair Schiffrin took item 7 first as there was a consultant present for that item.

6. Amendments to the Fiscal Year (FY) 2019-20 Budget and Work Program

Tracy New, Director of Finance and Budget presented the staff report. Noting the new format.

Commissioners discussed: a request for an update on the various rail improvements and maintenance work being done and Bike signage installation by jurisdictions being funded by RTC.

Commissioner Bertrand moved and Commissioner Alternate Johnson seconded the staff recommendation to recommend that the Regional Transportation Commission (RTC) approve the proposed amended fiscal year (FY) 2019-20 Budget and Work Program. The motion passed unanimously.

7. Measure D - Draft Strategic Implementation Plan and Financing Options

Executive Director Guy Preston presented the staff report. Summarizing the draft preliminary expenditure model for Regional Projects based primarily on the Five-Year plans adopted by the Commission at its June 6th, 2019 meeting. He also noted that KNN only looked at Measure D monies and not any other type of funding. He also clarified that some projects have set dollars and would not receive any increases based on inflation.

Commissioners discussed the importance to recognize that the proposed is a set of projections based on another set of projections; this plan is a general financial strategy; Measure D is leverage money to position the projects for other funds; revenues are not sufficient to support the expenditures; appropriate timing for bonding; how to finance to avoid deficits; and alternative options for funding projects;

Commissioner Alternate Reid moved and Commissioner Bertrand seconded a motion to recommend that the Commission:

1. Direct staff to move forward with funding proposals that will expedite delivery of Highway 1 auxiliary lanes/bus-on-shoulders and other Measure D projects;
2. Removal of sections of the Rail Trail between Natural Bridges Road and the Wilder Ranch trailhead (Segments 6 and 7-phase 3) from the list of projects for future Measure D funds, and
3. That the Alternatives Analysis be used to refine the Monterey Bay Sanctuary Scenic Trail (MBSST)/Coastal Rail Trail project list.

The motion passed unanimously.

8. The meeting adjourned at 4:57 pm
The next Budget and Administration/Personnel Committee meeting is scheduled for Thursday, November 8, 2019 at 3:00 p.m. in the CAO’s Conference Room, 701 Ocean St. 5th floor, Santa Cruz CA

Respectfully submitted,

Yesenia Parra

Yesenia Parra, Staff
TO: Regional Transportation Commission (RTC)
FROM: Rachel Moriconi, Senior Transportation Planner
RE: Federal August Redistribution

RECOMMENDATIONS

This item is for information only.

BACKGROUND

Congress approves a multi-year transportation act (currently FAST Act) which identifies a range of programs and authorizes funding apportionment levels for each program. While the multiyear act establishes apportionment levels, the annual spending bill (approved by Congress) sets obligation authority (OA) limits. This obligation authority places ceiling limits on the amount of funding that may actually be obligated and expended during the specified fiscal year. In FY2019 OA levels were approximately 90% of apportionment levels.

For a variety of reasons, a state or a nationwide program may be unable to obligate its share of the obligation authority by the end of a given federal fiscal year (September 30th). Therefore, Congress has established a statutory process to allow FHWA to redistribute such obligation authority to states that can, by the year-end deadline, obligate more than their initial share of its obligation authority limit. This process takes place in August, and consequently is referred to as “August Redistribution.”

In FY2019, there was $4 billion in August Redistribution redirected to states nationwide, with $330.5 million to California. In FY2019 and recent years, the majority of the August Redistribution came from non-formula federal programs such as the Transportation Infrastructure Finance and Innovation Act (TIFIA) and Infrastructure For Rebuilding America (INFRA) programs.

DISCUSSION

August Redistribution Process in California

In California, OA and any August Redistribution is split between “state” and “local assistance” programs. “State” programs (e.g. State Highway Operation and Protection Program (SHOPP) and State Transportation Improvement Program (STIP)) receive about two-thirds of formula federal funds and “local” programs (e.g. regional Surface Transportation Block Grant Program (STBG/RSTP), Highway Safety Improvement Program (HSIP), and Highway Bridge Program (HBP)) receive about a
third of the federal funds. Caltrans has an OA Delivery Policy aimed at maximizing delivery of the annual OA designated for local programs. The policy allows specific regions to use more than their share of the federal OA in a given year, and in the following year an amount equivalent to the overuse is reduced from their share and that OA is distributed to the regions that under-delivered. For certain STBG funds, if projects are delayed and project sponsors within a region are unable to collectively use all of the region’s apportionments of federal STBG within three years, the state can permanently redirect any apportionments more than 3 years old to other state transportation programs (per AB1012 “use-it-or-lose-it” rules).

When the state as a whole and a region are able to obligate more than 100% of their OA before the end of the federal fiscal year, and California receives some of the August Redistribution, the amount of August Redistribution available is typically relative to proportional “over-delivery” compared to other state programs and regions. While August Redistribution helps regions and states to capture more than just OA limits, it does not reach 100% of apportionment levels.

Because Caltrans allows smaller regions to exchange 100% of their formula shares of federal Surface Transportation Block Grant Program (STBG) apportionments for state funds (RSTPX), shares to smaller regions are not subject to OA limits (90% of apportionment) or August Redistribution.

**Santa Cruz County Situation**

At a meeting between Caltrans Local Assistance-Headquarters, County Public Works and RTC staff on October 15, 2019, Caltrans confirmed that because our region is able to exchange 100% of the region’s Surface Transportation Block Grant Program (STBG) apportionments for state funds (RSTPX), our region receives the maximum amount of funds available. Even with the August Redistribution, our region would receive less funding if we used federal STBG rather than exchanging the STBG funds for state RSTPX.

If our region did not exchange the federal funds for state funds, the region would be restricted to annual federal obligation authority (OA) limits (approximately 90% of the apportionment amount). If local project sponsors did not have any project delays and could collectively obligate more than 100% of the region’s OA each year (90% of apportionments), and California as a whole is able to obligate 100% of the state’s OA, and if other states or federal programs did not use 100% of their OA by August 1, then our region might also be able to access some of the OA that is redistributed through August Redistribution (typically 2-4% of apportionment levels), for a total of 92-94% of apportionment levels. Since this is still less than the 100% of apportionments received by exchanging federal funds for state funds (STBG for RSTPX), Caltrans confirmed that Santa Cruz County is maximizing the amount of funding available to the region and there are no further funds to use or maximize.
FISCAL IMPACT

There is no fiscal impact associated with receiving the information in this staff report. If the RTC were to decide not to exchange federal STBG funds for state RSTPX funds, the Santa Cruz County region would receive less funding overall even if it is able to capture some August Redistribution funds. In addition, project costs would be greater, as sponsors would need to ensure compliance with the more cumbersome and bureaucratic federal process.

SUMMARY

The Federal August Redistribution process redirects any unused annual obligation authority (OA) not used by states or certain non-formula federal transportation programs to states that can use the OA before the end of the Federal Fiscal Year (September 30). OA levels are about 90% of apportionment levels authorized in the multiyear federal transportation act. Even with August Redistribution, total annual OA levels are lower than apportionment levels. Since California allows the Santa Cruz County region (SCCRTC) to exchange 100% of our apportionments of federal funds (STBG) for state funds (RSTPX), we are maximizing the amount of funds available for our region and our formula funds are not subject to OA and August Redistribution limits.
TO: Santa Cruz County Regional Transportation Commission  
FROM: Shannon Munz, Communications Specialist  
RE: Final 2019 Public Participation Plan

RECOMMENDATION

Staff recommends that the Regional Transportation Commission (RTC) adopt the Final 2019 Public Participation Plan.

BACKGROUND

The Final 2019 Public Participation Plan (PPP) has been prepared by the Association of Monterey Bay Area Governments (AMBAG) in collaboration with the Santa Cruz County Regional Transportation Commission (SCCRTC), the Council of San Benito County Governments (SBtCOG), and the Transportation Agency for Monterey County (TAMC). A public participation plan is required to be updated and approved by metropolitan planning organizations and regional transportation planning agencies every four years. Once adopted by the RTC, the Final 2019 Public Participation Plan will serve as the official public participation plan for the agency for the four-year period from 2019-2023. The Final PPP complies with applicable federal and state legislation including the current federal transportation act, Fixing America’s Surface Transportation Act (FAST Act), which was enacted in 2015.

The purpose of this plan is to establish the process by which the public can participate in transportation planning, programming and project implementation including the development of the Santa Cruz County Regional Transportation Plan (RTP) as well as the Metropolitan Transportation Plan/Sustainable Communities Strategy for the AMBAG region and the Regional Transportation Plans for Monterey and San Benito counties. The Final 2019 Public Participation Plan incorporates strategies to ensure that, to the greatest extent possible, interagency consultation and public participation are an integral part of the regional transportation planning and decision-making process.

DISCUSSION

The SCCRTC is required to update the Public Participation Plan every four years. The requirements for the Public Participation Plan under the FAST Act include increased involvement and collaboration with members of the public, decision makers and staff from local jurisdictions and partner agencies within the region.

The Final 2019 Public Participation Plan incorporates strategies to ensure that, to the greatest extent possible, interagency consultation and public participation are an integral part of the regional transportation planning and decision-making
process. The plan emphasizes the transportation decision-making process, including the expanded use of visualization techniques and innovative online strategies in public outreach.

The public participation policies and procedures described in this plan are structured to comply with all applicable federal and state legislation, rules, and express the genuine regional value and interest for all residents of the Monterey Bay region to participate in the shaping and implementation of regional policies and decisions regarding the region’s multimodal transportation system.

Key sections of the *Final 2019 Public Participation Plan* are listed below:

- Public Participation Plan Guiding Principles
- 2019 Public Participation Plan Timeline
- Incorporating Limited-English Proficiency (LEP) Populations into the PPP
- PPP Procedures and Development Process
- Interested Parties and Public Engagement
- Online and Visualization Outreach Strategies

The *Draft 2019 Public Participation Plan* was released for public comment on June 12, 2019. A public hearing was held at the August 1, 2019 SCCRTC meeting. The public comment period ended on August 28, 2019. Comments were received on the Draft Plan and are included in Appendix H and have been incorporated into the Final Plan.

The outline for the *Final 2019 Public Participation Plan* is attached (Attachment 1) and the full PPP document is online at the AMBAG website ([https://ambag.org/programs-services/planning/public-participation-plan](https://ambag.org/programs-services/planning/public-participation-plan)).

A summary of public outreach activities utilized by the RTC to provide information and solicit public input on the RTC’s plans, programs and projects is attached (Attachment 2). The RTC’s existing outreach process includes:

- conducting open public meetings and hearings to consider transportation issues with its standing committees and commissioners;
- opportunity to comment on plans, programs and projects;
- outreach through the RTC’s websites, social media, enews, new releases; and
- informational materials prepared for public presentations.

Public participation activities provide a feedback loop for projects to inform and vet issues in the project planning and development stages which help mitigate potential issues early on.

**SUMMARY**

The SCCRTC is required by federal and state regulations to prepare and maintain a public participation plan for the county to establish the process by which the public can participate in transportation planning, programming and project implementation including the development of the 2045 Santa Cruz County Regional
Transportation Plan. Once adopted, the *Final 2019 Public Participation Plan* will meet these requirements.

**Attachments**
1. Final 2019 Public Participation Plan Outline with link to full document
2. SCCRTC Public Participation Practices
I. Introduction
A. About AMBAG and Coordination with Agency Partners
B. Purpose & Guiding Principles of PPP

II. Regional Roles and Responsibilities
A. California Department of Transportation (Caltrans District 5)
B. AMBAG’s role and recent major documents that enabled public participation
   o MTP/SCS, MTIP, OWP
C. Regional Transportation Planning
   o AMBAG’s partner agencies (RTPAs and Public Transit Operators)
   o Partner Agency Planning/Outreach Documents (RTP, RTIP, SRTP, etc.)
D. Local Planning Coordination

III. PPP Requirements
A. AMBAG’s previous PPP and past outreach efforts, current PPP policy
B. Required and optional activities for outreach
   o Public Meetings, Workshops, Surveys, etc.
   o Innovative outreach approaches (mapping, visualization, social media, etc.)

IV. PPP Procedures and Development Process
A. Preparation of PPP
B. 7 Guiding Principles of PPP
   o Goal and Activity for each guiding principle
C. 2019 PPP
   a. Major changes from 2015 PPP
      • Tie into 2020 Title VI/LEP Plan

V. Interested Parties and Public Engagement
A. SB 375 and SCS Public Outreach
B. Engagement of Minority, Low-Income, and Limited English Proficiency (LEP) Populations
C. Additional Methods for Public Participation
   a. Deliberative Polling, Public Workshops and Meetings, Community Outreach Events & Strategies, Other Activities
D. Additional Strategies to Increase Involvement
   a. Marketing and Visualization Strategies, Coordination Strategies, Feedback, Evaluation Strategies and Language Assistance Strategies

VI. Accountability
   A. Intent of the PPP and Future Actions

Appendices
Appendix A: List of Acronyms
Appendix B: Public Participation Practices by Agency
Appendix C: Partner Transportation Agency Contacts
Appendix D: List of Stakeholders
Appendix E: Federal and State Regulations
Appendix F: Best Practices Guide of Public Participation Strategies
Appendix G: 2045 MTP/SCS Public Involvement Plan
Appendix H: Draft 2019 PPP Public Comments and Responses
Appendix I: Public Notice for Draft 2019 PPP
### Santa Cruz County Regional Transportation Commission (SCCRTC)

Website: www.sccrtc.org Phone: 831 460-3200 Fax: 831 460-3215 E-mail: info@sccrtc.org

<table>
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<tr>
<th>Item</th>
<th>Frequency</th>
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<th>Mail</th>
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<td>SCCRTC Meetings/Agenda Packets</td>
<td>1-2 times per month, second meeting in a workshop format</td>
<td>Posted 3-6 days prior to meeting</td>
<td>Notification sent to distribution list and interested parties (e-news) when packet posted on web</td>
<td>Packet mailed to Commissioners and major libraries.</td>
<td>Main meeting is televised and rebroadcast on Community TV, media notified by email when packet is posted on web</td>
<td>Meetings are held throughout the County; hard copy of packet available in SCCRTC office, major libraries, some partner agency offices, and posted on social media</td>
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<td>SCCRTC Actions</td>
<td>As needed for high profile program/project decisions</td>
<td>Press release and/or news feed posted</td>
<td>Notification to interested parties (e-news), if appropriate</td>
<td>None generally</td>
<td>Press release distributed before and/or after key SCCRTC actions (meeting)</td>
<td>Notification included in committee packets as appropriate</td>
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<td>SCCRTC Highlights</td>
<td>Following main monthly meeting</td>
<td>Posted 1-2 days following the meeting</td>
<td>Notification sent to city council members, transit district board members, media, chambers of commerce, SCCRTC</td>
<td>None</td>
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<td>Meeting highlights are posted on the SCCRTC social media channels</td>
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<td><strong>Public Hearings</strong></td>
<td>As needed for high profile program/project decisions</td>
<td>Notice posted 10 or more days prior to hearing, materials posted with packet (at least 4 days prior)</td>
<td>Notification to interested parties (e-news) and those who receive the SCCRTC packets</td>
<td>(see SCCRTC meetings/agenda packets)</td>
<td>Press release sent 1-2 weeks in advance, media advisory sent the day before if a public event, paid ads may also be placed 1-2 weeks in advance</td>
<td>Notification included in committee packets as appropriate, signs may also be placed on A-frame barricades on major thoroughfares.</td>
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<td><strong>Correspondence from the Public</strong></td>
<td>Varies</td>
<td>Entry included in correspondence log posted with packets</td>
<td>If correspondence is received via email, it is acknowledged via email.</td>
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<td>Correspondence addressing specific SCCRTC projects may be included with that item in the SCCRTC meeting packets.</td>
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<td>Every 1-2 months</td>
<td>Packets posted on web</td>
<td>Packets emailed, notification about packet availability emailed to interested parties (e-news)</td>
<td>Packets mailed to committee members that request it, fees may apply per SCCRTC Rules and Regulations</td>
<td>None, unless included in an important recommendation to the SCCRTC</td>
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<td><strong>Approved SCCRTC plans, documents and/or project information</strong></td>
<td>As available (examples would be completed environmental analyses, RTPs, RTIP’s, feasibility analyses, Traffic Monitoring Reports, etc.)</td>
<td>Plans, documents, info posted on the web</td>
<td>Link to posted document provided and emailed to interested parties (e-news)</td>
<td>Documents mailed to major libraries, if public comment is solicited</td>
<td>Press release sent out when document available with information about the public hearing, if one planned</td>
<td>Hard copies available in SCCRTC office and public libraries, as appropriate.</td>
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<td><strong>Social Media</strong></td>
<td>Several times per week</td>
<td>Post updates, events, photos and videos on Facebook, Twitter, Instagram and Nextdoor as available</td>
<td>None</td>
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<td><strong>Language Assistance</strong></td>
<td>Alternate formats (Spanish, hearing or sight impaired, etc) as appropriate</td>
<td>New website will be fully accessible for disabled users and have Spanish translation options</td>
<td>Currently limited</td>
<td>Currently limited</td>
<td>Coordinate with Spanish language media, as appropriate.</td>
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AGENDA: November 7, 2019

TO: Regional Transportation Commission (RTC)

FROM: Rachel Moriconi, Senior Transportation Planner

RE: Regional Transportation Improvement Program (RTIP) Amendment: Shift funds from Seacliff Village to Aptos Village Project

RECOMMENDATION

Staff recommends that the Regional Transportation Commission (RTC):

1. Adopt a resolution (Attachment 1) amending the Regional Transportation Improvement Program (RTIP) and RTC budget to shift $587,000 in Regional Surface Transportation Program Exchange (RSTPX) funds previously programmed to the Seacliff Village/State Park Drive Improvements project to the Aptos Village Plan Improvements project, as requested by the County of Santa Cruz (Attachment 2).

BACKGROUND

The Regional Transportation Commission (RTC), as the state-designated Regional Transportation Planning Agency (RTPA) for Santa Cruz County, is responsible for selecting projects to receive certain state and federal funds. The Regional Transportation Improvement Program (RTIP) for Santa Cruz County lists transportation projects which have been approved by the RTC to receive Regional Surface Transportation Program Exchange (RSTPX) and certain other funds. Amendments are made as needed to reflect updated project information.

DISCUSSION

The County of Santa Cruz is requesting that the RTC shift $587,000 in Regional Surface Transportation Program Exchange (RSTPX) funds to the Aptos Village Plan Improvements project, which were previously programmed to the Seacliff Village/State Park Drive project (Attachment 2).

This portion of the Aptos Village project includes pedestrian sidewalks, improved bicycle lanes and new bike parking, a new bus pullout and shelter, new traffic signals and turn lanes, new railroad crossings, and pavement overlay in Aptos Village. It part of implementation of the overall Aptos Village Plan (2010) and Aptos Village mixed-use development project.

Based on more developed design plans and due to construction cost increases, the project has a construction funding shortfall. In order to maximize project delivery and to complete construction as planned, the County of Santa Cruz would like to
shift $587,000 previously programmed for the Seacliff Village project to this construction-ready project (Attachment 2). The RTC has previously approved $3.24 million for Aptos Village Plan improvements.

The RTC first approved funds for the Seacliff project in 2000, however the project has been delayed several times due to utility undergrounding, right-of-way acquisition, cost increases, and ongoing community discussions about design options. The Seacliff Village project includes construction of sidewalks, bike lanes, bus turnouts/stops, central plaza, street lighting, parking, Electric Vehicle (EV) charging stations, landscaping, drainage and roadway overlay in the Seacliff core area (including sections of State Park Drive, Santa Cruz Ave, Broadway, & Center Ave), consistent with the County’s Seacliff Village Plan. Since the Seacliff project will not be constructed for at least two years, there is not an immediate need for funding. The County of Santa Cruz may choose to fund the Seacliff Village project with local or state gas tax funds allocated to the County or seek grants for the project in the future when the project is ready to move forward.

**Staff recommends that the RTC adopt a resolution (Attachment 1) amending the Regional Transportation Improvement Program (RTIP) and RTC budget, to shift the funds between these two projects, as requested by the County.**

**FISCAL IMPACT**

This action has no fiscal impact for the RTC beyond shifting previously programmed funds from one County project to another County project. If the RTC does not approve shifting the funds between these two projects, the County of Santa Cruz would need to commit or secure other funds to complete the Aptos Village project or scale back the project. Since the Seacliff Village project also has had cost increases, regardless of the RTC’s decision, the County of Santa Cruz will also need to secure other funds or reduce the scope of that project.

**SUMMARY**

The County of Santa Cruz is requesting that the RTC shift $587,000 in Regional Surface Transportation Program Exchange (RSTPX) funds to the Aptos Village project, which were previously programmed to the Seacliff Village Project. Staff recommends that the RTC amend the Regional Transportation Improvement Program (RTIP) and RTC budget accordingly.

Attachments:
1. Resolution
2. County of Santa Cruz Request Letter
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of November 7, 2019 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AMENDING THE 2018 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM FOR SANTA CRUZ COUNTY TO SHIFT FUNDS TO THE COUNTY OF SANTA CRUZ APTOS VILLAGE PROJECT

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) is responsible for programming and monitoring the use of various state and federal transportation funding sources in the Regional Transportation Improvement Program, consistent with the Santa Cruz County Regional Transportation Plan (RTP), state law and guidelines; and in consultation and cooperation with local project sponsors, Caltrans District 5, and RTC advisory committees;

WHEREAS, the RTC adopts and periodically amends a budget and work program for each fiscal year to include certain funds programmed by the RTC;

WHEREAS, the County of Santa Cruz has requested to shift funds previously programmed to the Seacliff Village/State Park Drive project to the Aptos Village Plan Improvements project;

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

1. The 2018 Regional Transportation Improvement Program for Santa Cruz County and the Regional Transportation Commission’s FY 2019-20 Budget and Work Program are hereby amended to shift $587,000 in Regional Surface Transportation Program Exchange (RSTPX) to the Aptos Village Plan Improvements project, which were previously programmed to the Seacliff Village/State Park Drive project.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS
Dear Director Preston,

The County of Santa Cruz (County) hereby requests amendments to the Regional Transportation Improvement Program (RTIP) and Santa Cruz County Regional Transportation Commission (SCCRTC) budget to shift previously programmed Regional Surface Transportation Program Exchange (RSTPX) funds in the amount of $587,000 to the County’s Aptos Village Plan Improvements project (CO 64) from the Sea Cliff Drive/State Park Drive Improvements project (CO 36).

The Sea Cliff Dr/State Park Dr Improvements project is not scheduled for construction for at least two years, so there is not an immediate need for the RSTPX funding. On the other hand, the Aptos Village Plan Improvements Phase 2B (Aptos Phase 2B) project is a required mitigation to be constructed prior to full occupancy of the Aptos Village Mixed-Use Development project which is scheduled to be constructed next year. Zach Friend, the Supervisor of the 2nd District, has agreed to the shift in funding in order to have the funds available to construct the Aptos Phase 2B project prior to full occupancy of the Aptos Village Mixed-Use Development project.

The shifted funds will supplement $1,340,000 in RSTPX funds previously approved by the SCCRTC for the Aptos Village Plan Improvements project, as well as $839,723 in County Road funds. The latest engineers estimate for this project has increased and is based on a more developed plan set taking into account rising construction costs. The County is requesting this
fund shift in order to have sufficient funds to construct the project which is planned to be advertised for bids in Winter of 2019. We request the RTC shift these funds at its November 7, 2019 meeting.

If you have any questions regarding this letter, please contact Russell Chen at (831) 454-2149.

Yours truly,

MATT MACHADO
Director of Public Works

By: Russell Chen
Traffic Engineering Senior Engineer

cc: Zach Friend, County Supervisor, 2nd District
TO: Regional Transportation Commission

FROM: Brianna Goodman, Transportation Planner

RE: Measure D: San Lorenzo Valley/Highway 9 (SLV/Hwy9) 5-Year Program of Projects Amendment for Resurfacing Farmer St. Bypass to SLV Schools Campus

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission adopt a resolution (Attachment 1) to:

1. Amend the Measure D – Neighborhood Projects: SLV/Hwy 9 Corridor Five-Year Program of Projects (Attachment 2) and fiscal year (FY) 2019-20 Budget to provide $15,000 in Measure D funds to the County of Santa Cruz for pothole repair to provide a pedestrian and bicycle friendly surface for Farmer Street in Felton, currently signed as an alternate route bypassing Highway 9 for bicycles and pedestrians accessing Felton from the SLV Schools Campus; and
2. Authorize the Executive Director to negotiate and enter into a cooperative agreement with Santa Cruz County Public Works to implement the project.

BACKGROUND

Measure D, the 30-year transportation ballot measure passed by more than a two-thirds majority of Santa Cruz County voters on November 8, 2016, provides funding for five categories of projects - neighborhood projects (30% of net measure revenues), highway corridors (25%), transportation for seniors and people with disabilities (20%), active transportation (17%), and the rail corridor (8%).

Over 30 years, the Neighborhood Projects category will provide $10 million in funding for projects in the San Lorenzo Valley, on Highway 9 and neighboring streets and roads. The Santa Cruz County Regional Transportation Commission (RTC) worked with the San Lorenzo Valley community, the County, Caltrans and other stakeholders to prepare the Highway 9 San Lorenzo Valley Complete Streets Corridor Plan, which identifies and prioritizes projects in the corridor. The plan was accepted by the Commission on June 27, 2019. Caltrans is also in the process of developing Project Initiation Documents that would provide more detailed design and cost estimates for the range of priorities identified along Highway 9.

DISCUSSION
Providing safe bicycle and pedestrian facilities in Felton between Graham Hill Road and the SLV elementary, middle, and high schools (SLV Schools Campus) has consistently been identified as one of the highest priority projects in the San Lorenzo Valley. A range of improvement options were identified in the Highway 9/SLV Corridor Plan (project #9 in the plan). While building pedestrian facilities along Highway 9 is a high priority, a near-term option would encourage students and other users to bypass Highway 9 and walk or bike along side streets (Fall Creek Drive, Farmer St, and Cooper St) to access downtown Felton.

Earlier this year, Santa Cruz County Department of Public Works (DPW) installed signage on Highway 9 and County roads alerting active transportation users to the Fall Creek Drive/Farmer St/Cooper St alternate route. While Farmer Street is a private road, it includes a public bicycle and pedestrian easement so RTC Commissioner Bruce McPherson is asking the RTC to consider funding $15,000 from Measure D: SLV/Highway 9 corridor funds for pothole repair to provide a pedestrian and bicycle friendly surface, so the existing easement can be improved to meet the increased demand by pedestrians and cyclists following the new signed route.

**RTC staff recommends that the Regional Transportation Commission adopt a resolution (Attachment 1) approving $15,000 from the Hwy9/SLV category of Measure D to fund the Farmer St pothole repair, amending the Measure D 5-year plan (Attachment 2) and budget accordingly, and authorizing the Executive Director to negotiate and enter into a cooperative agreement with Santa Cruz County Public Works.**

**FISCAL IMPACT**

The Measure D five-year plan and budget will need to be amended to allocate $15,000 in Measure D Hwy9/SLV funds for Farmer St pothole repair. Sufficient Measure D Highway 9/SLV revenues are available for this project.

**SUMMARY**

Measure D includes $10 million in funding over 30 years for transportation projects in the San Lorenzo Valley. Increasing safety for students and others bicycling and walking between Felton and the SLV Schools Campus was identified as a top priority in the recently completed Hwy 9/SLV Complete Streets Corridor Plan. Santa Cruz County Public Works recently installed signage alerting active transportation users on Highway 9 to an alternate route on side streets, including via the bike/ped easement on Farmer St, which is in need of pothole repair to provide a pedestrian and bicycle friendly surface. Staff recommends that the RTC approve a request from the County of Santa Cruz for $15,000 in Measure D funds for this project.

**Attachments:**
1. Resolution
2. Proposed Amended Neighborhood Projects: SLV/Highway 9 Corridor Measure D 5-Year Program of Projects
3. Letter from Supervisor McPherson to RTC requesting Measure D funding
RESOLUTION NO. _____
Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AMENDING THE FIVE-YEAR PROGRAMS OF PROJECTS FOR THE
MEASURE D SAN LORENZO VALLEY (SLV)/HIGHWAY 9 CORRIDOR CATEGORY TO
INCLUDE $15,000 FOR FARMER STREET POTHOLE REPAIR

WHEREAS, to address immense transportation needs and severe
transportation funding shortfalls, Santa Cruz County voters approved Measure D in
November 2016 by over a 2/3 majority; and

WHEREAS, Measure D is a ½ cent sales tax for 30 years to fund five
transportation improvement categories; and

WHEREAS, all Measure D funding recipients are required to annually develop
a five-year program of projects to identify planned expenditures and deliverables,
with these plans adjusted annually based on updated revenue and distribution
estimates, project schedule and cost information, as well as information on other
grants or funds secured for the projects; and

WHEREAS, the RTC is the agency responsible for delivering and distributing
funds for regional and other projects in the voter-approved Measure D Expenditure
Plan including Highway Corridors, Active Transportation (Coastal Rail Trail), Rail
Corridor, San Lorenzo Valley Highway 9 Corridor Improvements, and the Highway 17
Wildlife Crossing; and

WHEREAS, the RTC worked with the community to prepare a complete streets
corridor plan for Highway 9 and connecting county roads through San Lorenzo Valley
(SLV) that identifies, prioritizes, and will facilitate implementation of some of the
most critical and cost effective transportation projects in the corridor; and

WHEREAS, improving safety for pedestrians and bicyclists traveling between
the SLV elementary, middle, and high schools and downtown Felton was consistently
identified as one of the most critical needs on the corridor; and

WHEREAS, the County of Santa Cruz Department of Public Works has installed
signage encouraging pedestrians and bicyclists to bypass Highway 9 in favor of side
streets, and has requested funding to repair potholes on Farmer Street, which
includes a public bike and pedestrian easement, to improve the safety of this portion
of the bypass; and

WHEREAS, use of Measure D funds for roadway repairs is consistent with the
Measure D Ordinance and Expenditure Plan and Highway 9/SLV Corridor Plan;
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Five-Year Program of Projects (FY19/20-23/24) for Measure D San Lorenzo Valley/Highway 9 Corridor Improvements is hereby amended to program $15,000 for Farmer Street pothole repair, as shown in Exhibit A.

2. The FY19/20 RTC Budget is hereby amended, consistent with the Five-Year Program of Projects to reflect and implement the adopted Measure D 5-year programs of projects; and

3. The Executive Director, or his or her designee, is hereby authorized to enter into agreements with the County of Santa Cruz to implement this project.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

_________________________
Bruce McPherson, Chair

ATTEST:

_________________________
Guy Preston, Secretary

Exhibits A: Five Year Program of Projects for SLV/Highway 9

Distribution: RTC Fiscal, RTC Programming, and County of Santa Cruz
## Measure D: 5-Year Program of Projects (FY19/20-23/24)

**Category:** Neighborhood Projects: San Lorenzo Valley (SLV)/Highway 9 Corridor ($10 million over 30 years)

### Planned Use

<table>
<thead>
<tr>
<th>Name/Road/Limits</th>
<th>Description</th>
<th>Prior Years</th>
<th>FY19/20</th>
<th>FY20/21</th>
<th>FY21/22</th>
<th>FY22/23</th>
<th>FY23/24</th>
<th>Total Measure D</th>
<th>2019 Updates</th>
<th>Other Funds</th>
<th>Other fund sources</th>
<th>Construction est. start date</th>
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<tbody>
<tr>
<td>1</td>
<td>San Lorenzo Valley (SLV) Safe Routes to Schools - Preconstruction &amp; grant match</td>
<td>Add pathways to SLV tri-school campus entrance south to at least Fall Creek Rd</td>
<td>$0</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
<td>Increase from $750k to $1 million and shift funds to FY20/21 to match anticipated grant application timing.</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD: Seeking ATP and other grants</td>
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<tr>
<td>2</td>
<td>Preliminary scope and engineering documents for near term projects</td>
<td>Develop engineers estimates, prelim. designs, and initial screening, implementation documents needed to secure funds for priority projects; may include engineering needed to integrate complete streets components into SHOPP projects</td>
<td>$0</td>
<td>$250,000</td>
<td></td>
<td></td>
<td></td>
<td>$250,000</td>
<td>NEW. Needed for programming documents and to prepare grant applications for priority projects identified in the SLV Complete Streets Plan</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD: Seeking ATP and other grants</td>
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<tr>
<td>3</td>
<td>Hwy 9 Pedestrian Crosswalks and Enhancements</td>
<td>Stripe new crosswalks and add RRFBs, ladder striping, etc to several existing crosswalks</td>
<td>$0</td>
<td>$30,000</td>
<td></td>
<td></td>
<td></td>
<td>$30,000</td>
<td>New project. $250,000 HSIP grant secured, with Measure D expected to cover balance of costs.</td>
<td>2021</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Hwy 9/SLV Corridor Plan - Completion of plan</td>
<td>Community-based comprehensive corridor plan, identifying priority transportation projects.</td>
<td>$50,000</td>
<td></td>
<td></td>
<td></td>
<td>$50,000</td>
<td>No change</td>
<td>$350,000</td>
<td>CT planning grants</td>
<td>Seek range of funds based on project</td>
<td>Finalize plan 6/19</td>
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<tr>
<td>5</td>
<td>farmer st. road repair (alternative path/bike route to Hwy 9)</td>
<td>Pothole repair to farmer street, a pedestrian bypass to access SLV Schools/Cameras</td>
<td>$0</td>
<td>$15,000</td>
<td></td>
<td></td>
<td></td>
<td>$15,000</td>
<td>Proposed 11/7/19</td>
<td>$15,000</td>
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<td>FY2019</td>
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### Estimated Annual Measure D Expenditures

<table>
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<tr>
<th>NAME</th>
<th>FY19/20</th>
<th>FY20/21</th>
<th>FY21/22</th>
<th>FY22/23</th>
<th>FY23/24</th>
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<td></td>
<td>$50,000</td>
<td>$250,000</td>
<td>$1,000,000</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Estimated Interest Earnings on Measure D Revenues

- FY19/20: $3,803
- FY20/21: $3,241
- FY21/22: $3,449
- FY22/23: $133
- FY23/24: $1,800
- FY23/24: $3,476

**Note:** Estimated Interest Earnings on Measure D Revenues are calculated based on the estimated annual measure D allocations and the interest rate. The interest rate is typically set by the program guidelines and may vary from year to year. The interest earnings are added to the total available funds each fiscal year to increase the effective amount available for project expenditures.
Santa Cruz County Regional Transportation Commission  
1523 Pacific Avenue  
Santa Cruz, CA 95060

Dear Commissioners,

In November 2016, voters in Santa Cruz County passed Measure D, the comprehensive transportation half-cent sales tax increase designed to “improve children’s safety around schools, repair potholes, repave streets,” and address many other priorities outlined in the measure’s ordinance language. Voters in the San Lorenzo Valley (SLV), which composes the largest part of my district, supported the 30-year Measure D in large part of because of $10 million set aside for neighborhood projects in and around the Highway 9 corridor connecting San Lorenzo Valley communities.

Although a Measure D spending program for San Lorenzo Valley/Highway 9 projects was approved by the Commission in June 2019, an opportunity has arisen since then to address safety concerns on a particular route used by San Lorenzo Valley school students, as well as other pedestrians and bicyclists, as an alternative to Highway 9.

As you may know, in February 2019, 22-year-old Joshua Howard of Felton was struck by a vehicle and killed while walking on the shoulder of southbound Highway 9. The accident served as a tragic reminder of how important it is for pedestrians and bicyclists to use alternative routes through neighborhoods between the combined school campus and downtown Felton.

In an effort to make the long-established alternative routes even more visible, the County of Santa Cruz installed directional signs on several county-maintained roads and, at the request of Caltrans, at two locations on Highway 9, during the summer of 2019. The County, San Lorenzo Valley Unified School District, and parent leaders jointly announced the new signage after classes resumed in late August and promoted the routes during back-to-school nights.
After the signs were installed, however, neighbors who live on one of the alternative routes, Farmer Street, notified my office about concerns regarding potholes and other road safety issues that, if repaired, would assure greater safety for the increased number of pedestrians and bicyclists that we hoped would use the road as a result of the signs. Although Farmer Street is a private residential road ineligible for County road repair funds, it has for many years contained a public easement for pedestrians and bicyclists.

Therefore, I respectfully request the Commission's approval of $15,000 from the San Lorenzo Valley portion of Measure D to address the modest road repairs designed to improve safety for pedestrians and bicyclists using Farmer Street as an alternative to Highway 9. Because it is unclear exactly when improvements to Highway 9 will be made in concert with Caltrans, I believe it is important to provide improvements to safe alternatives such as Farmer Street when the need arises.

Thank you for your consideration of this request to amend the five-year Measure D spending plan for the San Lorenzo Valley/Highway 9 accordingly.

Sincerely,

[Signature]

BRUCE MCPHERSON, Supervisor
Fifth District
TO: Regional Transportation Commission
FROM: Sarah Christensen, Senior Transportation Engineer
RE: Bowman & Williams, Inc. Contracts and Amendments for 2017 Storm Damage Repairs

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve:

1. The attached resolutions (Attachments 1 and 2) authorizing the Executive Director to execute two (2) new contracts with Bowman & Williams, Inc. for civil engineering services for storm damage repair Site 7.
2. The attached resolutions (Attachments 3, 4, 5, and 6) authorizing term extension amendments to the contracts with Bowman & Williams, Inc. for civil engineering services in association with four (4) 2017 storm damage repair Sites 1, 2, 4, and 6 along the Santa Cruz Branch Rail Line; and
3. The attached resolutions (Attachment 7-8) authorizing the Executive Director to execute a new contract and amend an existing contract with Bowman & Williams, Inc. for civil engineering services for storm damage repair Site 5.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for seven (7) storm damage repair distinct sites (Site).

RTC staff awarded six (6) contracts to an engineering consultant, Bowman & Williams, Inc. (Bowman & Williams), to prepare the construction documents for repairs of Sites 1, 2, 4, 5, 6, and 7. (On September 28, 2018, MNS Engineers, Inc. were awarded a contract to prepare the construction documents for Site 3). Geotechnical testing has been performed, topographic surveys have been...
completed, and final design and environmental permitting of the repairs is near complete on five (5) of the six (6) Bowman & Williams contracts.

The Site 7, Bridge Rail over State Route 1, bid package cannot be completed until RTC obtains an encroachment permit from Caltrans for work over State Route 1. The permit application has been submitted and the project will be ready to bid for construction after the permit is received, specifications are updated for any permit requirements, and General Counsel finalizes the RTC’s General Provisions for construction contracts.

The engineering plans for Sites 1, 2, 4, and 6 have been completed for several months. Permit applications have been submitted for all projects except site 6. The projects will be ready to bid after permits are received, specifications are updated for any permit requirements, and General Counsel finalizes the RTC’s General Provisions for construction contracts. Field construction will depend on weather and work on Sites 1 and 2 is expected to be restricted to a work window commencing in late summer 2020.

Engineering work for Site 5, located on the north coast, is about 30% complete. This project along with site 6 will not be ready to go to construction for at least 18-months, dependent on environmental permits.

**DISCUSSION**

In 2018, the RTC authorized the Executive Director to enter into a contract with Bowman & Williams for up to $150,000 for civil engineering services associated with the storm damage sites. RTC staff executed five (5) contracts for Sites 1, 2, 4, 6, and 7 with Bowman & Williams for a combined amount of $133,500. On January 17, 2019, staff requested and received Commission authorization to amend several Bowman & Williams Contracts and to provide the Executive Director with the authority to negotiate amendments provided that the amendments are consistent with the RTC’s approved budget and work program. In accordance with the RTC’s approved budget and work program, the Executive Director executed four (4) valid amendments for Sites 1, 2, and 4, bringing to total compensation for five (5) Bowman & Williams contracts to $197,656.

The total contract value for Site 7 was for $12,400 and is included in the $197,656 total. That contract expired on December 31, 2018 and is considered terminated. Bowman and Williams submitted and RTC paid $7,878.75 on the original contract.

Since that time, staff authorized work on Site 7 and additional work is still needed to obtain an encroachment permit from Caltrans, finalize the bid package and to answer any design-related questions during the construction of the projects. To clear the administrative record, it is proposed to enter into two new contracts with Bowman & Williams for Site 7. The first new contract will be for work performed after the original contract for Site 7 expired in the amount of $22,690.33. Staff estimates future work in the amount of $9,240.25 and proposes a new contract in this amount. It is proposed that the contract for future work will have a term
ending on December 31, 2021. Assuming these two (2) contracts are authorized and executed, the total value of the three Site 7 contracts will be $41,170.83, which is an increase of $28,770.83 from the original contract value.

Contracts for four (4) sites, Sites 1, 2, 4, and 6, are set to expire on December 31, 2019. As work not completed due to delays in obtaining regulatory permits, staff proposes amendments to retain Bowman & Williams for Sites 1, 2 and 4 until December 31, 2021 and until December 31, 2022 for site 6. Future work includes securing the final regulatory permits, finalizing the bid packages, and ensure the designer is available to answer any questions during the construction of the projects. No additional compensation is proposed.

RTC’s Executive Director requested and received the Chair’s approval for a sixth contract with Bowman & Williams for Site 5 for an amount not to exceed $33,100. The Executive Director entered into a contract with Bowman & Williams for $33,100, but staff had authorized work prior to executing that contract. To clear the administrative record, it is proposed to enter into a new contract with Bowman & Williams for $15,875 for Site 5. This amount represents work performed prior to executing the original contract. It is proposed that future work on Site 5 can continue on the original contract, which is set to expire on December 31, 2020. To keep the net value of the contracts at $33,100 and extend the term to correspond with the anticipated environmental permitting and construction schedule, staff proposes to amend this contract by decreasing the not-to-exceed amount by $15,875 and extending the term to December 31, 2022.

RTC will be seeking reimbursement by FEMA and the California Office of Emergency Services (CalOES) for all 2017 storm damage work.

Draft contracts (Exhibits 1 to Attachment 1 through 8) are attached for reference.

Staff recommends the Commission authorize the Executive Director to execute two new contracts with Bowman & Williams for work performed and needed to complete design plans and specifications for 2017 Storm Damage Site 7 work; four term amendments with Bowman and Williams for completion of design plans and specifications for 2017 Storm Damage Sites 1, 2, 4, and 6; and a new contract and amendment with Bowman & Williams for work performed and needed to complete design plans and specifications for 2017 Storm Damage Site 5 work.

FISCAL IMPACT

The combined value of the two new proposed contracts for Site 7 and the amount expended on the original expired contract is $41,170.83. This represents an increase of $28,770.83 from the original contract value. There are sufficient resources included in the Fiscal Year 2019/20 budget for SCBRL repairs and maintenance for this increased contract value. There is no new compensation associated with the proposed term amendments for Sites 1, 2, 4, and 6. There is
no new compensation associated with the proposed new contract and amendment for Site 5, since the proposed compensation of the new contract is offset by the proposed decrease in compensation by the amendment.

**SUMMARY**

Work to repair the storm damage sites continues to move forward. Staff recommends authorization to enter into four new contracts and amend four contracts with the professional engineering services consultant Bowman & Williams, Inc. to both clear the administrative record for work on two sites and extend the contract term on four sites.

**Attachments:**

1. Resolution authorizing execution of a contract with Bowman & Williams, Inc. for civil engineering services provided in association with 2017 storm damage Site 7, Contract No. TP2056-01
2. Resolution authorizing execution of a contract with Bowman & Williams, Inc. for civil engineering services in association with 2017 storm damage Site 7, Contract No. TP2057-01
3. Resolution authorizing an amendment for a term extension to the Bowman & Williams, Inc. contract No. TP11716-04 in association with 2017 storm damage repair Site 1
4. Resolution authorizing an amendment for a term extension to the Bowman & Williams, Inc. contract No. TP11716-05 in association with 2017 storm damage repair Site 2
5. Resolution authorizing an amendment for a term extension to the Bowman & Williams, Inc. contract No. RT44055 in association with 2017 storm damage repair Site 4
6. Resolution authorizing an amendment for a term extension to the Bowman & Williams, Inc. contract No. RT44056 in association with 2017 storm damage repair Site 6
7. Resolution authorizing execution of a contract with Bowman & Williams, Inc. for civil engineering services in association with 2017 storm damage Site 5. Contract No. TP2055-01
8. Resolution authorizing the execution of a contract amendment with Bowman & Williams, Inc. contract No. TP1839-01 in association with 2017 storm damage repair Site 5
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of November 7, 2019 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT IN THE AMOUNT OF $22,690.33 WITH BOWMAN & WILLIAMS, INC. FOR WORK PERFORMED FROM JANUARY 1, 2019 TO NOVEMBER 7, 2019 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 7: DAMAGED OVERPASS GUARDRAIL

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on January 18, 2018, the RTC authorized the Executive Director to execute a contract with Bowman & Williams, Inc. (Bowman & Williams) for up to $150,000 for civil engineering services associated with the 2017 Storm Damage Repairs on the SCBRL; and

WHEREAS, on March 13, 2018, staff executed a contract (numbered TP11716-03) with Bowman & Williams in the amount of $12,400 for civil engineering services associated with storm damage Site 7: Damaged Overpass Guardrail on the Rio Del Mar Boulevard Railroad Crossing; and,

WHEREAS, Contract TP11716-03 expired on December 31, 2018; and

WHEREAS, staff authorized that Bowman & Williams continue to perform work associated with Site 7 after December 31, 2018; and

WHEREAS, Bowman & Williams performed work after December 31, 2019 totaling $22,690.33 in compensation due; and,

WHEREAS, a new contract with a term effective during the period when the work was performed must be executed for the RTC to compensate Bowman & Williams for tasks performed.
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to execute a contract with Bowman & Williams, Inc. for $22,690.33 for work performed during the period from January 1, 2019 to November 7, 2019 for civil engineering services associated with repairs of 2017 Storm Damage Site 7.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibits:

1 –Contract with Bowman & Williams, Inc., No. TP2056-01

Distribution: RTC Fiscal, RTC Project Manager
THIS AGREEMENT made and entered into on ____________ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Bowman & Williams, Inc. hereinafter called CONSULTANT (together and collectively referred to as the “Parties”) for Professional Civil Engineering – Rail Line Repair, Site 7: Damaged Overpass Guardrail. The Parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: Professional Civil Engineering – Rail Line Repair, Site 7: Damaged Overpass Guardrail 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>Jeff Naess</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Ben Rylander</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>
   
   C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.
   
   D. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
   1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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, dated August 11, 2017, attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:
   
   A. Total payment is not to exceed:
   1. $22,690.33 for time and materials at the rates and conditions set forth in Exhibit A: Scope of Work, which by this reference is incorporated herein.
      a. The COMMISSION shall reimburse the CONSULTANT for additional actual costs (including labor costs, subcontracts) incurred by the CONSULTANT in performance of the work, in an amount not to exceed $500 exclusive of any fixed fee. Actual costs shall
not exceed the estimated wage rates and other costs set forth in the approved CONSULTANT’S Cost Proposal (Exhibit A: Scope of Work).

B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT’s fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

SCCRTC – Attn: Sarah Christensen
1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
7. CONSULTANT’s final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT’s work by the Contract Manager.
I. 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 (DPA) rules or to employees under current U.S. General Service Administration rules.

3. **SCHEDULE.** CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. **TERM.** This Agreement is effective as of January 1, 2019, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The Agreement shall end on November 7, 2019, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

5. **EARLY TERMINATION.**
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.

6. **INDEMNIFICATION.**
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
   B. Notwithstanding the foregoing, if the CONSULTANT is a “design professional” as defined in California Civil Code section 2782.8, the foregoing shall not apply, but the CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION from and against 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 which to the extent they arise out of, pertain to, or relate to CONSULTANT’s negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. In no event shall the cost to defend charged to CONSULTANT exceed the CONSULTANT’s proportionate percentage of fault; however, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.
C. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

E. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. SAFETY
A. The CONSULTANT shall comply with OSHA 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.

B. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. INSURANCE.
CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such Commercial General Liability 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 Agreement, 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 one million dollars ($1,000,000) per claim, and two million dollars ($2,000,000) 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 ___ / ____.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2) All policies of 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, 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 its equivalent 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: Risk Manager
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 Agreement.
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 Agreement 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 CONSULTANT’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

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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement by a subconsultant 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.

9. FEDERAL, STATE AND LOCAL LAWS. CONSULTANT warrants that in the performance of this Agreement, 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.

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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. **CONFLICT OF INTEREST**

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. **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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. **INDEPENDENT CONSULTANT STATUS.** 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONSULTANT 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) 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.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. **RETENTION AND AUDIT OF RECORDS.** For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

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.

16. **INSPECTION OF WORK**

The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. **WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this Agreement 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no
further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

B. 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

19. 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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION’s instructions.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. 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.
21. **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.

   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 Board of 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.

22. **SUBCONTRACTING**
   A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

   B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

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

   D. 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.

   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 Agreement 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.

   F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this Agreement 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 Agreement 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.

24. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
CONSULTANT:
Bowman & Williams, Inc.
Ben Rylander, Project Manager
3949 Research Park Court, Suite 100, Soquel, CA 95073

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

25. COMPLETE AGREEMENT
A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s)

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

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.
1. CONSULTANT

By: _______________________________   By: _____________________________
SIGNED                    SIGNED

_________________________________        ______________________________
PRINTED                    PRINTED

DATE: ________________      DATE: ________________

Company Name: Bowman & Williams, Inc.
Address: 3949 Research Park Court, Suite 100, Soquel, CA 95073
Telephone: (831) 426-3560
Fax:                           Email: ________________________

3. APPROVED AS TO INSURANCE:
   ________________________________
   Administrative Services Officer
DATE: ________________

4. APPROVED AS TO FORM:
   ________________________________
   COMMISSION Counsel
DATE: October 30, 2019

DISTRIBUTION:     RTC Fiscal & Contract Manager; Consultant
Exhibit A: Scope of Services
Design of the repair of the overpass guardrail damaged by the 2017 storm season, located 0.3 miles north of the Rio Del Mar Boulevard Railroad Crossing (DR 4308). Includes revisions to the civil plans per Caltrans and RTC comments (one round each) and prepare a response to comment letter. Coordinate subconsultants work for falsework and traffic control items. Traffic control base maps and detour plans prepared by subconsultant RJA, including draft detour plans. Final detour plans with responses to Caltrans comments are included under separate contract.

Exhibit B: Project Schedule
Draft Design including traffic control and falsework – August 2019
Final Design including traffic control and falsework – TBD depending on Caltrans review/approval of Encroachment Permit.

SCCRTC Contract for Professional Civil Engineering - Rail Line Repair - .._.docx
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of November 7, 2019 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH BOWMAN & WILLIAMS, INC. EFFECTIVE FROM NOVEMBER 7, 2019 TO DECEMBER 31, 2021 AND NOT TO EXCEED $9,240.25 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 7: DAMAGED OVERPASS GUARDRAIL

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, in January 2018, the RTC authorized the Executive Director to execute a contract with Bowman & Williams, Inc. for up to $150,000 for civil engineering services associated with the 2017 Storm Damage Repairs on the SCBRL; and

WHEREAS, on March 13, 2018, staff executed a contract (numbered TP11716-03) with Bowman & Williams, Inc. in the amount of up to $12,400 for civil engineering services associated with storm damage Site 7: Damaged Overpass Guardrail (Site 7); and

WHEREAS, Contract TP11716-03 expired on December 31, 2018; and

WHEREAS, a new contract is needed to cover remaining scope and design support during construction.

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

1. The Executive Director is authorized to execute a contract with Bowman & Williams, Inc. effective from November 7, 2019 to December 31, 2021 and not-to-exceed $9,240.25 for civil engineering services associated with 2017 Storm Damage Site 7.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

______________________________
Bruce McPherson, Vice Chair

ATTEST:

______________________________
Guy Preston, Secretary

Exhibits:

1- Contract with Bowman & Williams, Inc., No. TP2057-01

Distribution: RTC Fiscal, RTC Project Manager

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THIS AGREEMENT made and entered into this _______ day of ________, 2019 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Bowman & Williams, Inc. hereinafter called CONSULTANT (together and collectively referred to as the "Parties") for Professional Civil Engineering - Rail Line Repair, Site 7: Damaged Overpass Guardrail. The Parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results:
   Professional Civil Engineering- Rail Line Repair, Site 7: Damaged Overpass Guardrail 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>Jeff Naess</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Ben Rylander</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.

   D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS
   1) CONSULTANT shall perform the services in accordance with the Project Schedule attached thereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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, dated August 11, 2017, attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

   A. Total payment is not to exceed:
      i. $9,240.25 for time and materials at the rates and conditions set forth in Exhibit A: Scope of Work, which by this reference is incorporated herein.
      a. The COMMISSION shall reimburse the CONSULTANT for additional actual costs (including labor costs, subcontracts) incurred by the CONSULTANT in performance of the work, in an amount not to exceed $500 exclusive of any fixed fee. Actual costs shall
not exceed the estimated wage rates and other costs set forth in the approved CONSULTANT'S Cost Proposal (Exhibit A: Scope of Work).

B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION's Contract Manager at the following address:

SCCRTC-Attn: Sarah Christensen
1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:

1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT's work by the Contract Manager.
I. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank andile STATE employees under current State Department of Personnel Administration (DPA) rules
or to employees under current U.S. General Service Administration rules.

3. **SCHEDULE.** CONSULTANT shall complete the project as expeditiously as is consistent with
professional skill and care, and the prompt, orderly progress of the project. The total amount of
compensation accounts for time necessary for review and revision of design drawings and
specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if
any, and no additional compensation shall be due for delays attributable thereto. No additional services
or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform
its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. **TERM.** This Agreement shall take effect on November 7, 2019, and the CONSULTANT shall
commence work after notification to proceed by the COMMISSION'S Contract Manager. The
Agreement shall end on December 31, 2021, unless earlier terminated or extended by contract
amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable
until it is fully executed and approved by the COMMISSION's board.

5. **EARLY TERMINATION.**
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT
   thirty (30) days advance written notice thereof. Upon the effective date of termination
   CONSULTANT shall cease all work under this Agreement. Within thirty days of the
   COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay
   CONSULTANT its allowable costs incurred to date of termination and those allowable costs
determined by COMMISSION to be reasonably necessary to effect such termination.
   Thereafter, CONSULTANT shall have no further claims against COMMISSION under this
   Agreement.

6. **INDEMNIFICATION.**
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold
harmless the COMMISSION (which for the purpose of this Agreement shall include, without
limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the
negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT
will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred
by COMMISSION in defending against claims ultimately determined to be due to negligent acts,
errors, or omissions of the CONSULTANT.

   B. Notwithstanding the foregoing, if the CONSULTANT is a "design professional" as defined in
California Civil Code section 2782.8, the foregoing shall not apply, but the CONSULTANT
shall exonerate, indemnify, defend, and hold harmless the COMMISSION from and against 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 which to the extent they
arise out of, pertain to, or relate to CONSULTANT’s negligence, recklessness, or willful
misconduct under the terms of this Agreement. Such indemnification includes any damage to the
person(s), or property(ies) of CONSULTANT and third persons. In no event shall the cost to
defend charged to CONSULTANT exceed the CONSULTANT’s proportionate percentage of
fault; however, in the event one or more defendants is unable to pay its share of defense costs
due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with
other parties regarding unpaid defense costs.
C. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

E. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. SAFETY
A. The CONSULTANT shall comply with OSHA 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.

B. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. INSURANCE.
CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such Commercial General Liability 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 Agreement, 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 one million dollars ($1,000,000) per claim, and two million dollars ($2,000,000) 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__/__.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2) All policies of 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, 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 its equivalent 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: Risk Manager
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 Agreement.
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 Agreement 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 CONSULTANT'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

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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement by a subconsultant 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.

9. **FEDERAL, STATE AND LOCAL LAWS.** CONSULTANT warrants that in the performance of this Agreement, 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.

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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT’s non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. **CONFLICT OF INTEREST**

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. **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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. **INDEPENDENT CONSULTANT STATUS.** 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONSULTANT 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) 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.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. RETENTION AND AUDIT OF RECORDS. For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

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.

16. INSPECTION OF WORK
The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no
further agreement will be necessary to transfer ownership to the COMMISSION. The
CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete
the review and approval process.

B. 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of
the provisions of this Section.

19. 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 Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature,
whatever, 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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this
Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION's instructions.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement
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. 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.
21. **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.

   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 Board of 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.

22. **SUBCONTRACTING**
   A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

   B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

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

   D. 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.

   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 Agreement 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.

   F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this Agreement 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 Agreement 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.

24. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
CONSULTANT:
Bowman & Williams, Inc.
Ben Rylander, Project Manager
3949 Research Park Court, Suite 100, Soquel, CA 95073

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

25. COMPLETE AGREEMENT
A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement 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 Agreement 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 Agreement 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 Agreement 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

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 as of the Effective Date first written above.

1. CONSULTANT

By: --------------
SIGNED
PRINTED
DATE: ________

Company Name: Bowman & Williams, Inc.
Address: 3949 Research Park Court, Suite 100, Soquel, CA 95073
Telephone: (831) 426-3560
Fax: 
Email: ________________

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: --------------
SIGNED
PRINTED
DATE: ________

3. APPROVED AS TO INSURANCE:

Administrative Services Officer
DATE: ________

DISTRIBUTION: RTC Fiscal & Contract Manager; Consultant

4. APPROVED AS TO FORM:

COMMISSION Counsel
DATE: 10/11.a/1°1
**Exhibit A: Scope of Services**

Design of the repair of the overpass guardrail damaged by the 2017 storm season, located 0.3 miles north of the Rio Del Mar Boulevard Railroad Crossing (DR 4308). Includes final revisions to the civil plans per Caltrans and RTC comments on the encroachment permit plans including falsework and detour plan with a response to comment letter. Coordinate subconsultants work for falsework and traffic control items. Traffic control base maps and detour plans prepared by subconsultant RJA, including final detour plans. Falsework plans by BCA include structural design calculations, draft (unchecked) plans & details, draft structural technical specifications, independent quality control review of draft plans and specs, Final PS&E submittal with updates per Caltrans and RTC comments, responses to bid inquiries, structural shop drawings, design support during construction, and preparation of as-built plans.

**Exhibit B: Project Schedule**

Final Design including traffic control and falsework for resubmittal of encroachment permit - Nov 2019
Final Design with responses to comments - TBD. Consultant shall resubmit the revised final plans to the RTC within 10 working days of receiving Caltrans comments on the encroachment permit plans.
EXHIBIT C

HOURLY CHARGE RATES

Effective August 11, 2017

OFFICE AND PROFESSIONAL

Court Appearance & Preparation $375.00
Principal Engineer (licensed) $190.00
Associate Engineer (licensed) $175.00
Assistant Engineer II $160.00
Assistant Engineer I $145.00
Engineering Assistant $130.00
Licensed Surveyor $190.00
Surveyor LSIT $155.00
Survey Coordinator LSIT 2 $165.00
Construction Manager $125.00
Technical Drafter $115.00
Administrative Assistant $ 95.00

FIELD SURVEY CREW: Construction Survey’s 4 hour min.

(One Man) Robotic Instrument or GPS & Operator $220.00
Survey Crew (Prevailing Wage Rate) $245.00
Three man Survey Crew $285.00

25% Surcharge is applied to hourly rates for overtime to meet Clients Schedule or Saturday work.
33% Surcharge is applied to hourly rates for Sunday and Holiday work.

EXPENSES

Sub-Consultant Charges x 1.15
Fees advance on behalf of Client x 1.25
Survey equipment, vehicle, stakes and mileage (within 50 miles) included in hourly rate

MISCELLANEOUS

Vellum or Bond Copy CADD Plot for counter requests 24 x 36 $8.00ea
Vellum or Bond Copy CADD Plot for Active Projects 24 x 36 $4.00ea
Mylar Copy CADD Plot 24 x 36 $15.00ea
Color Copy CADD Plot 24 x 36 $30.00ea
CD/DVD $25.00

ELECTRONIC FILE CHARGES

File Conversion AT COST
Email CADD File At cost
Research Archive Files At cost
Electronic File Transfer At cost

*All electronic files will need to have a "Agreement & Release of Liability" signed and pre-paid before files can be released for, for clients without a current agreement.

13-37
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT WITH BOWMAN & WILLIAMS, INC. TO EXTEND THE TERM OF CONTRACT TO DECEMBER 31, 2021 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 1: SLOPE EMBANKEMENT WASHOUT NEAR BUENA VISTA CROSSING, CONTRACT NO. TP11716-04

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on January 18, 2018, the RTC authorized the Executive Director to execute a contract with Bowman & Williams, Inc. for up to $150,000 for civil engineering services associated with the 2017 storm damage repairs on the SCBRL; and

WHEREAS, on March 13, 2018, a contract (numbered TP11716-04) with Bowman & Williams, Inc. for $35,900 for civil engineering services associated with storm damage Site 1: Slope Embankment Washout near Buena Vista Crossing (Site 1) was executed with term set to expire on December 31, 2019; and

WHEREAS, on January 17, 2019, the Commission authorized the Executive Director to execute amendments to Bowman and Williams Contract TP11716-04, provided amendments are consistent with RTC’s approved budget and work plan; and

WHEREAS, on January 17, 2019, the Executive Director executed an Amendment 1 to Contract TP11716-04 with Bowman & Williams, Inc. to increase compensation to an amount not-to-exceed $43,100; and,

WHEREAS, additional time is needed to cover remaining scope of work and design support needed during the construction phase.
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to amend Contract TP11716-05 with Bowman & Williams, Inc. to extend the term of contract TP11716-04 to December 31, 2021 for civil engineering services associated with repairs of 2017 Storm Damage Site 1.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibits:
1. Amendment 2 to Contract No. TP11716-04

Distribution: RTC Fiscal, RTC Project Manager
SECOND AMENDMENT TO AGREEMENT
WITH BOWMAN & WILLIAMS, INC.

Effective __________, the parties hereto agree to amend that certain Agreement No. TP11716-04 dated March 13, 2018, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and BOWMAN & WILLIAMS, INC., (“CONSULTANT”) as follows:

1. Amend Article 4. (entitled “TERM”) to read as follows:

   ARTICLE 4 – TERM
   This Agreement shall take effect on March 13, 2018; contingent upon approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’s Contract Manager. The Agreement shall end on December 31, 2021, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

All other provisions of said Agreement shall remain the same.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By__________________________________  By___________________________________
Guy Preston, Executive Director    Jeffrey R. Naess
Bowman & Williams, Inc.

Approved as to form:

________________________
RTC Counsel

Distribution:     RTC Fiscal
                 RTC Project Manager
                 Consultant

Approved as to form:

________________________
RTC Counsel

Distribution:     RTC Fiscal
                 RTC Project Manager
                 Consultant

Approved as to form:

________________________
RTC Counsel

Distribution:     RTC Fiscal
                 RTC Project Manager
                 Consultant

%d

\RTCSERV2\Internal\RAIL\FEMA\Site 1 Small Washout\Amendment 2\B&W-Amendment 2-Site 1.doc
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of November 7, 2019 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT WITH BOWMAN & WILLIAMS TO EXTEND THE TERM OF CONTRACT TO DECEMBER 31, 2021 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 2: SLOPE EMBANKMENT NEAR BUENA VISTA CROSSING, CONTRACT NO. TP11716-05

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on January 18, 2018, the RTC authorized the Executive Director to execute a contract with Bowman & Williams, Inc. for up to $150,000 for civil engineering services associated with the 2017 Storm Damage Repairs on the SCBRL; and

WHEREAS, on March 13, 2018, a contract (numbered TP11716-05) with Bowman & Williams, Inc. for $45,700 for civil engineering services associated with storm damage Site 2: Slope Embankment near Buena Vista Crossing (Site 2) was executed with term set to expire on December 31, 2019; and

WHEREAS, on January 17, 2019, the Commission authorized the Executive Director to execute amendments to Bowman and Williams Contract TP11716-05, provided amendments are consistent with RTC’s approved budget and work plan; and

WHEREAS, on January 17, 2019, the Executive Director executed Amendment 1 to Contract TP11716-05 with Bowman & Williams, Inc. to increase compensation to an amount not-to exceed $58,400; and

WHEREAS, on July 19, 2019, the Executive Director executed Amendment 2 to Contract TP11716-05 with Bowman & Williams, Inc. to increase compensation to an amount not-to exceed $95,056; and,
WHEREAS, additional time is needed to cover remaining scope of work and design support needed during the construction phase.

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

1. The Executive Director is authorized to amend Contract TP11716-05 with Bowman & Williams, Inc. to extend the term to December 31, 2021 for civil engineering services associated with 2017 Storm Damage Site 2.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibits:
1 – Amendment 3 to Contract No. TP11716-05

Distribution: RTC Fiscal, RTC Project Manager
THIRD AMENDMENT TO AGREEMENT
WITH BOWMAN & WILLIAMS, INC.

Effective __________, the parties hereto agree to amend that certain Agreement No. TP11716-05 dated March 13, 2018, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and BOWMAN & WILLIAMS, INC., (“CONSULTANT”) as follows:

1. Amend Article 4. (entitled “TERM”) to read as follows:

   ARTICLES 4 – TERM

   This Agreement shall take effect on March 13, 2018; contingent upon approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’s Contract Manager. The Agreement shall end on December 31, 2021, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

All other provisions of said Agreement shall remain the same.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By__________________________________ By___________________________________
Guy Preston, Executive Director               Jeffrey R. Naess
Bowman & Williams, Inc.
3949 Research Park Court, Suite 100
Soquel, CA 95073-2049
(831) 426-3560

RTC Counsel

Distribution: RTC Fiscal
RTC Project Manager
Consultant
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT
WITH BOWMAN & WILLIAMS TO EXTEND THE TERM OF CONTRACT TO DECEMBER 31,
2022 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM
DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 6: DAMAGED SLOPE
EMBANKMENT NEAR SHAFFER ROAD RAILROAD CROSSING, CONTRACT NO. RT44056

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on January 18, 2018, the RTC authorized the Executive Director to execute a contract with Bowman & Williams, Inc. in an amount to not exceed to $150,000 for civil engineering services associated with the 2017 Storm Damage Repairs on the SCBRL; and

WHEREAS, on April 9, 2018, a contract (numbered RT44056) with Bowman & Williams, Inc. for $20,500 for civil engineering services associated with storm damage Site 6: Damaged Slope Embankment Near Shaffer Road Railroad Crossing (Site 6) was executed with term set to expire on December 31, 2019 (Exhibit 2); and

WHEREAS, additional time is needed to cover remaining scope of work and design support needed during the construction phase.

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

1. The Executive Director is authorized to amend the contract with Bowman & Williams, Inc. to extend the term of contract RT44056 to December 31, 2022 for civil engineering services associated with 2017 Storm Damage Site 6.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

______________________________
Bruce McPherson, Vice Chair

ATTEST:

______________________________
Guy Preston, Secretary

Exhibits:
1 – Amendment 1 to Contract No. RT44056

Distribution: RTC Fiscal, RTC Project Manager

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Effective __________, the parties hereto agree to amend that certain Agreement No. RT44056 dated April 9, 2018, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and BOWMAN & WILLIAMS, INC., ("CONSULTANT") as follows:

1. **Amend Article 4. (entitled “TERM”) to read as follows:**

   ARTICLE 4 – TERM
   This Agreement shall take effect on April 9, 2018; contingent upon approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’s Contract Manager. The Agreement shall end on December 31, 2022, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

   All other provisions of said Agreement shall remain the same.

   SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
   By__________________________________
   Guy Preston, Executive Director
   Approved as to form:
   ______________
   RTC Counsel

   CONSULTANT
   By__________________________________
   Jeffrey R. Naess
   Bowman & Williams, Inc.
   3949 Research Park Court, Suite 100
   Soquel, CA 95073-2049
   (831) 426-3560

   Distribution: RTC Fiscal
   RTC Project Manager
   Consultant
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT IN
THE AMOUNT OF $15,875 WITH BOWMAN & WILLIAMS FOR WORK PERFORMED FROM
DECEMBER 26, 2018 TO MAY 2, 2019 FOR CIVIL ENGINEERING SERVICES IN
ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH
RAIL LINE – SITE 5: DAMAGED SLOPE EMBANKMENT NEAR WILDER RANCH

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that
hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national
disasters and the RTC submitted a Request for Public Assistance to the Federal
Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the
SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven
(7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications,
and cost estimates for the permanent storm damage repairs and to help ensure that
FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory
Agencies requirements are met; and

WHEREAS, the RTC Chair approved that the Executive Director execute a contract
with Bowman & Williams, Inc. (Bowman & Williams) for civil engineering services
associated with storm damage repairs of Site 5: Damaged Slope Embankment near
Wilder Ranch (Site 5) for an amount not to exceed $33,100 and with a term to expire on
December 31, 2019; and

WHEREAS, in December 2018, staff provided Bowman & Williams with a notice to
proceed with work associated with storm damage Site 5; and

WHEREAS, the contract (numbered TP1839-01) with Bowman & Williams for
services associated with Site 5 was not executed until May 2, 2019; and

WHEREAS, Bowman & Williams performed work between the period from
December 26, 2019 to May 2, 2019 totaling $15,875 in compensation due; and,

WHEREAS, a contract with the effective dates occurring during the period when the
work was performed must be executed for the RTC to compensate Bowman & Williams
for tasks performed.
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to execute a contract with Bowman & Williams, Inc. for $15,875 for work performed during the period from December 26, 2018 to May 2, 2019 for civil engineering services associated with 2017 Storm Damage Site 5.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

__________________________
Bruce McPherson, Vice Chair

ATTEST:

__________________________
Guy Preston, Secretary

Exhibits:
1 – Contract with Bowman & Williams, Inc., No. TP2055-01

Distribution: RTC Fiscal, RTC Project Manager, Bowman & Williams, Inc.

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THIS AGREEMENT made and entered into this ____ day of ________, 2019 (the "Effective Date") by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Bowman & Williams, Inc. hereinafter called CONSULTANT for Professional Civil Engineering - Rail Line Repair, Site 5: Damaged Slope Embankment near Wilder Ranch. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: Professional Civil Engineering- Rail Line Repair, Site 5: Damaged Slope Embankment near Wilder Ranch 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>Jeff Naess</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Ben Rylander</td>
<td>Bowman &amp; Williams, Inc.</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.

   D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS
      1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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, dated August 11, 2017, attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

   A. Total payment is not to exceed:
      1. $15,875 for time and materials at the rates and conditions set forth in Exhibit C: Fee Schedule, which by this reference is incorporated herein.
         a. The COMMISSION shall reimburse the CONSULTANT for actual costs (including labor costs, subcontracts) incurred by the CONSULTANT in performance of the work. Actual costs shall not exceed the estimated wage rates and other costs set forth in the approved CONSULTANT'S Cost Proposal (Exhibit C: Fee Schedule).
B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT’s fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION's Contract Manager at the following address:

SCCRTC-Attn: Sarah Christensen
1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION;
7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT's work by the Contract Manager.

I. 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 (DPA) rules or to employees under current U.S. General Service Administration rules.
3. **SCHEDULE.** CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. **TERM.** This Agreement shall take effect on December 26, 2018; 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 Agreement shall end on May 2, 2019, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

5. **EARLY TERMINATION.**
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION's receipt ofCONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

   B. Notwithstanding the foregoing, if the CONSULTANT is a "design professional" as defined in California Civil Code section 2782.8, the foregoing shall not apply, but the CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION from and against 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 which to the extent they arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. In no event shall the cost to defend charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault; however, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

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

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

E. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. SAFETY
A. The CONSULTANT shall comply with OSHA 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.

B. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such Commercial General Liability 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 Agreement, 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 one million dollars ($1,000,000) per claim, and two million dollars ($2,000,000) 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 / /.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2) All policies of 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, 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 its equivalent 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: Risk Manager
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 nonpayment of premium) of cancellation of such policy to the COMMISSION as a material term of this Agreement.

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 Agreement 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
CONSULTANT’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

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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement by a subconsultant 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.

9. FEDERAL, STATE AND LOCAL LAWS. CONSULTANT warrants that in the performance of this Agreement, 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.
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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. CONFLICT OF INTEREST

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. 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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. INDEPENDENT CONSULTANT STATUS. 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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) 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.
By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. RETENTION AND AUDIT OF RECORDS. For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

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.

16. INSPECTION OF WORK. The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
B. 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

19. 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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION's instructions.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. 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.

21. 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.
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 Board of 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.

22. SUBCONTRACTING
A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

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

D. 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.

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 Agreement 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.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement 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 Agreement 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.

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

CONSULTANT:
Bowman & Williams, Inc.
Ben Rylander, Project Manager
3949 Research Park Court, Suite 100, Soquel, CA 95073
COMMISSION:
Santa Cruz County Regional Transportation Commission (SCCRTC)
Sarah Christensen, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

25. COMPLETE AGREEMENT
A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s).

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

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.

2. CONSULTANT

By: ___________ _
SIGNED
PRINTED

4. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: ____________________________
SIGNED
PRINTED

Company Name: Bowman & Williams, Inc.
Address: 3949 Research Park Court, Suite 100, Soquel, CA 95073
Telephone: (831) 426-3560
Fax: 
Email: ___________

3. APPROVED AS TO INSURANCE:

Administrative Services Officer

DISTRIBUTION: RTC Fiscal
RTC Contract Manager
Consultant

1. APPROVED AS TO FORM:

__

10/16/97
**Exhibit A: Scope of Services**
The initial work required will be to perform the necessary office research, which includes reviewing the deeds, researching our records and recorded and unrecorded maps, review of the deeds on the adjacent parcels, and preparing calculations for the field crew to utilize during their survey.

The basic services for the topographic and boundary survey include:

- Research of relevant data, including maps and deeds.
- Compile maps and deeds and calculate points for survey crew to utilize in the field
- Field reconnaissance and traverse. Tie out found survey monuments and set random control points for survey
- Determine boundary from information gathered.
- Elevations will be based on the NAVD88 vertical datum.
- Topographic survey of the area highlighted in the attached map entitled Exhibit B - Survey Limits, including but not limited to; scarps and tension cracking, grade breaks, impervious areas, trees (greater than 8 inches diameter), culvert and drainage structures, surface evident utilities, railroad tracks and ballast limits, existing fences or occupation, and any other pertinent topographic or planimetric features.
- Prepare a topographic survey of the area with 1 foot contour intervals and spot elevations.

Please note that underground utility service locating is not included in the scope. You or your representative will be required to have the utilities marked by a utility locator company prior to the topographic survey if existing utilities are present. Our surveyors will locate the markings for documentation on the topographic survey map if such markings exist.

Initial preliminary design including support for geotechnical report by CMAG (under separate contract) is included. Site sections will be provided to CMAG. Slope repair preliminary design includes coordination, data gathering, and a draft design for the repair.

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**Exhibit B: Project Schedule**
Topo survey - December 2018 through February 2019
Prelim Engineering/Geotech Support - February through March 2019
Design Phase - April through TBD
EXHIBIT C
HOURLY CHARGE RATES
Effective August 11, 2017

OFFICE AND PROFESSIONAL

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</tr>
<tr>
<td>Survey Crew (Prevailing Wage Rate)</td>
<td>$245.00</td>
</tr>
<tr>
<td>Three man Survey Crew</td>
<td>$285.00</td>
</tr>
</tbody>
</table>

25% Surcharge is applied to hourly rates for overtime to meet Clients Schedule or Saturday work.
33% Surcharge is applied to hourly rates for Sunday and Holiday work.

EXPENSES

- Sub-Consultant Charges x 1.15
- Fees advance on behalf of Client x 1.25
- Survey equipment, vehicle, stakes and mileage (within 50 miles) included in hourly rate

MISCELLANEOUS

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vellum or Bond Copy CADD Plot for counter requests 24 x 36</td>
<td>$8.00ea</td>
</tr>
<tr>
<td>Vellum or Bond Copy CADD Plot for Active Projects 24 x 36</td>
<td>$4.00ea</td>
</tr>
<tr>
<td>Mylar Copy CADD Plot 24 x 36</td>
<td>$15.00ea</td>
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<tr>
<td>Color Copy CADD Plot 24 x 36</td>
<td>$30.00ea</td>
</tr>
<tr>
<td>CD/DVD</td>
<td>$25.00</td>
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</table>

ELECTRONIC FILE CHARGES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>File Conversion</td>
<td>At cost</td>
</tr>
<tr>
<td>Email CADD File</td>
<td>At cost</td>
</tr>
<tr>
<td>Research Archive Files</td>
<td>At cost</td>
</tr>
<tr>
<td>Electronic File Transfer</td>
<td>At cost</td>
</tr>
</tbody>
</table>

*All electronic files will need to have a "Agreement & Release of Liability" signed and pre-paid before files can be released for, for clients without a current agreement.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
dually seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT
WITH BOWMAN & WILLIAMS, INC (TP1839-01) TO NOT EXCEED $17,225 AND TO
EXTEND THE TERM TO DECEMBER 31, 2022 FOR CIVIL ENGINEERING SERVICES IN
ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH
RAIL LINE – SITE 5: DAMAGED SLOPE EMBANKMENT NEAR WILDER RANCH

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that
hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national
disasters and the RTC submitted a Request for Public Assistance to the Federal
Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the
SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven
(7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications,
and cost estimates for the permanent storm damage repairs and to help ensure that
FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory
Agencies requirements are met; and

WHEREAS, the RTC Chair approved that the Executive Director execute a contract
with Bowman & Williams, Inc. (Bowman & Williams) for civil engineering services
associated with storm damage repairs of Site 5: Damaged Slope Embankment near
Wilder Ranch (Site 5) for an amount not to exceed $33,100; and

WHEREAS, in December 2018, staff provided the consultant with a notice to
proceed with work associated with storm damage Site; and

WHEREAS, the contract (numbered TP1839-01) with Bowman & Williams for
services associated with Site 5 was not executed until May 2, 2019, with a term ending
on December 31, 2020; and

WHEREAS, Bowman & Williams performed work between the period from
December 26, 2019 to May 1, 2019 totaling $15,875 in compensation due; and

WHEREAS, Contract TP1839-01 cannot be used to compensate Bowman &
Williams, Inc. for work that occurred prior to execution of the contract; and

WHEREAS, services are expected to be needed until December 31, 2022 to
correspond with the anticipated environmental permitting and construction schedule.

13-69
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to amend Contract TP1839-01 with Bowman & Williams, Inc. to decrease the compensation by $15,875 and extend the term to December 31, 2022 for civil engineering services associated with repairs of 2017 Storm Damage Site 5.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibits:
1- Amendment 1 to Contract TP1839-01

Distribution: RTC Fiscal, RTC Project Manager, Bowman & Williams, Inc.
Effective ______________, the parties hereto agree to amend that certain Agreement No.TP1839-01 dated May 2, 2019, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and BOWMAN & WILLIAMS, INC., (“CONSULTANT”) as follows:

1. Amend Article 2. (entitled “COMPENSATION”) to read as follows:

   ARTICLE 2 – COMPENSATION
   A. Total payment is not to exceed:
      1. $17,225 for time and materials at the rates and conditions set forth in Exhibit C: Fee Schedule, which by this reference is incorporated herein.

2. Amend Article 4. (entitled “TERM”) to read as follows:

   ARTICLE 4 – TERM
   This Agreement shall take effect on May 2, 2019; contingent upon approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’s Contract Manager. The Agreement shall end on December 31, 2022, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

All other provisions of said Agreement shall remain the same.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By__________________________________ By___________________________________
Guy Preston, Executive Director                Jeffrey R. Naess
Bowman & Williams, Inc.

Approved as to form:

RTC Counsel

Distribution: RTC Fiscal
RTC Project Manager
Consultant
RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve:

1. The attached resolution (Attachment 1) authorizing a contract amendment to extend the term with MNS Engineers, Inc. for continuation of civil engineering services in association with the 2017 storm damage repairs of Site 3 on the Santa Cruz Branch Rail Line.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for seven (7) storm damage repair distinct sites (Site).

The engineering plans for Site 3 have been completed for several months. The project will be ready to bid after General Counsel finalizes the RTC’s General Provisions for construction contracts. Field construction will depend on weather but is expected to be completed in 2020.

DISCUSSION

Environmental design and permitting is underway for all Sites and it is imperative to ensure continued progress is made towards completing the repairs. The storm damage repairs are being funded initially out of the Rail program budget, and the RTC will be seeking reimbursement in the future by FEMA and the California Office
of Emergency Services (CalOES). The storm damage repairs are part of the initial rehabilitation and repair projects noted in Section 5.1 of the Administration, Coordination, and License (ACL) agreement with Progressive Rail, Inc., the shortline railroad operator.

On April 5, 2018, the RTC authorized the Executive Director to negotiate and execute contracts with on-call engineering consultants on the approved RTC list for a total of up to $500,000 for inspections, analysis, and recommendation of work for bridges, culverts, and other infrastructure improvements along the. The on-call engineering firms were selected from firms that responded to a Request for Proposals (RFQ) for experienced professional engineering consultants with expertise in civil engineering, structure inspections and engineering, and construction management, which was released on February 8, 2018.

On September 28, 2018, RTC staff used the on-call engineering consultant list to select and execute a contract (numbered TP1829-01) with MNS Engineering, Inc. for up to $37,414 under the Commission Chair signature authority. The contract with MNS Engineers, Inc. is effective until December 31, 2019 for civil engineering services associated with the 2017 storm damage repairs of Site 3. The contract with MNS Engineers, Inc. needs to be extended to cover remaining scope of work and design support needed during construction of Site 3 repairs.

**Staff recommends the Commission authorize the Executive Director to execute an amendment to the contract (TP1829-01) with MNS Engineering, Inc. to extend the term of the contract to December 31, 2021 for civil engineering services in association with the 2017 storm damage repairs of Site 3 – Damaged Slope Embankment Near Sumner Ave.**

RTC will be seeking reimbursement by FEMA and the California Office of Emergency Services (CalOES) for all 2017 storm damage work.

Draft contract amendment (Exhibit 1 to Attachment 1) is attached for reference.

**FISCAL IMPACT**

There are no fiscal impacts associated with amending this contract for term.

**SUMMARY**

Work to repair the storm damage sites continues to move forward. Staff recommends authorization to amend contract with MNS Engineering, Inc. to extend the term to correspond with the expected construction schedule.

**Attachments:**

1. Resolution authorizing an amendment for a term extension to the MNS Engineering, Inc. contract No. TP1829-01 in association with 2017 storm damage repairs of Site 3.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT WITH MNS ENGINEERING, INC. TO EXTEND THE TERM OF CONTRACT TO DECEMBER 31, 2021 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITE 3: SLOPE EMBANKMENT WASHOUT NEAR HARKIN SLOUGH, CONTRACT NO. TP 1829-01

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for 7 distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on April 5, 2018, the RTC authorized the Executive Director to negotiate and execute contracts with on-call engineering consultants on the approved RTC list for a total of up to $500,000 for inspections, analysis, and recommendation of work for bridges, culverts, and other infrastructure improvements along the SCBRL; and

WHEREAS, on September 28, 2018, the Executive Director received authorization from the Commission Chair to execute a contract with MNS Engineering, Inc. for an amount not-to-exceed $37,414 for civil engineering services associated with the 2017 storm damage repairs on the SCBRL at Site 3 – Damaged Slope Embankment near Sumner Avenue; and

WHEREAS, on September 28, 2018, the Executive Director executed a contract (numbered TP1829-01) with MNS Engineering, Inc. for an amount not-to-exceed $37,289 and a term ending on December 31, 2019 for civil engineering services associated with the 2017 storm damage repairs on the SCBRL at Site 3 – Damaged Slope Embankment near Sumner Avenue; and

WHEREAS, additional time is needed to cover remaining scope and design support during construction.
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to amend contract with MNS Engineering, Inc. to extend the term of contract TP1829-01 to December 31, 2021 for civil engineering services associated with repairs of 2017 Storm Damage Site 3.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibits:

1 –Amendment 1 to Contract TP1829-01

Distribution: RTC Fiscal, RTC Project Manager, MNS Engineering, Inc.
Effective this _______ day of _______________, 2019, the parties hereto agree to amend that certain Agreement dated September 28, 2018, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and MNS ENGINEERS, INC., (“CONSULTANT”) as follows:

1.  Amend Article 4. (entitled “TERM”) to read as follows:

   This Agreement shall take effect on September 28, 2018; 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 Agreement shall end on December 31, 2021 unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

All other provisions of said Agreement shall remain the same.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By__________________________________ By___________________________________
Guy Preston, Executive Director Shawa Kowalewski

MNS ENGINEERS, INC.

Approved as to form:

RTC Counsel

Distribution: RTC Fiscal
RTC Project Manager
Consultant
TO: Regional Transportation Commission

FROM: Sarah Christensen, Senior Transportation Engineer

RE: CMAG Engineering, Inc. Contract for 2017 Storm Damage Repairs

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve:

1. The attached resolution (Attachment 1) authorizing the Executive Director to execute a new contract with CMAG Engineering, Inc. for additional geotechnical engineering services associated with the 2017 storm damage repairs of Sites 3, 5, and 6.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for 7 storm damage repair distinct sites (Sites).

RTC staff entered into three (3) separate contracts with CMAG Engineering, Inc. for geotechnical engineering services associated with the storm damage Sites 3, 5, and 6.

The engineering plans for Sites 3 have been completed for several months, including submittal of permit applications. The project will be ready to bid after General Counsel finalizes the RTC’s General Provisions for construction contracts. Field construction will depend on weather but is expected to be completed in 2020. Engineering work for Sites 5 and 6, on the North Coast, is under way. These projects will not be ready to go to construction for at least 18-months, dependent on environmental permits.
DISCUSSION

In early 2018, RTC staff entered into 3 separate contracts with CMAG Engineering, Inc., with values of $6,480, $7,980, and $6,280 for geotechnical engineering services associated with the storm damage Sites 3, 5, and 6 respectively, under the Executive Director’s signature authority. The contracts expired on December 31, 2018 and are considered terminated. A new contract for geotechnical engineering services is needed for potential geotechnical engineering support during construction. Staff recommends entering into one contract with CMAG Engineering, Inc. for geotechnical engineering services during construction at all 3 sites.

RTC will be seeking reimbursement by FEMA and the California Office of Emergency Services (CalOES) for all 2017 storm damage work.

A Draft contract (Exhibit 1 to Attachment 1) is attached for reference.

**Staff recommends the Commission to authorize the Executive Director to enter into a new contract with CMAG Engineering, Inc. for an amount not-to-exceed $2,500 and effective until December 31, 2022 for geotechnical services during construction the 2017 Storm Damage work Sites 3, 5, and 6.**

FISCAL IMPACT

There are sufficient resources included in the Fiscal Year 2019/20 budget for SCBRL repairs and maintenance for this new proposed contract of $2,500.

SUMMARY

Work to repair the storm damage sites continues to move forward. Staff recommends authorization to enter into a new contract with CMAG Engineering, Inc. for geotechnical engineering services on Sites 3, 5, and 6.

**Attachments:**

1. Resolution authorizing execution of a contract with CMAG Engineering, Inc. for geotechnical engineering services provided in association with 2017 Storm Damage repairs of Sites 3, 5, and 6, Contract No. TP2060-01.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
WITH CMAG ENGINEERING, INC. AT AN AMOUNT NOT TO EXCEED $2,500 AND A TERM
ENDING ON DECEMBER 31, 2022 FOR CIVIL ENGINEERING SERVICES IN ASSOCIATION
TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that
hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national
disasters and the RTC submitted a Request for Public Assistance to the Federal
Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the
SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven
(7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications,
and cost estimates for the permanent storm damage repairs and to help ensure that
FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory
Agencies requirements are met; and

WHEREAS, in February 2018, RTC executed a contract with CMAG Engineering, Inc.
(TP11817-01) for 3 separate contracts, with values of $6,480, $7,980, and $6,280 for
geotechnical services associated with the storm damage sites 3, 5, and 6 respectively,
under the Executive Director’s signature authority effective until December 31, 2018; and

WHEREAS, a new contract for geotechnical engineering services is needed to
provide design support during construction.

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

1. The Executive Director is authorized to execute a contract with CMAG Engineering,
Inc. for an amount not to exceed $2,500 and a term ending on December 31, 2022
for geotechnical services associated with the 2017 storm damage repairs of Sites
3, 5, and 6.

AYES: COMMISSIONERS
NOES: COMMISSIONERS
ABSTAIN: COMMISSIONERS
ABSENT: COMMISSIONERS

ATTEST:

______________________________
Bruce McPherson, Vice Chair

______________________________
Guy Preston, Secretary

Exhibits:
   1 - Draft Contract No. TP2060-01

Distribution: RTC Fiscal, RTC Project Manager

\rtcserv2\shared\resoluti\2019\11\contract amendments_resolutions\reso_cmag\resolution_stormdamage-cmag.docx
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___________ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and CMAG Engineering, Inc., hereinafter called CONSULTANT for continuing Geotechnical Services for the Railroad Stabilization at FEMA Site 3, and for continued as-needed Geotechnical Services during advertisement and construction of Sites 3, 5, and 6. The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results:

- Production of Geotechnical Report for the Railroad Stabilization at FEMA Site 3, and as-needed Geotechnical Services during advertisement and construction of Sites 3, 5, and 6 as both tasks are further described in Exhibits A and B.

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>Adrian L. Garner, PE, GE</td>
<td>CMAG Engineering, Inc.</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Shannon S. Chome, PE</td>
<td>CMAG Engineering, Inc.</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.

D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS

1) CONSULTANT shall perform the services in accordance with the Project Schedule. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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 Rate Schedule, dated June 1, 2019, attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

A. Total payment is not to exceed:

1) $2,500 for time and materials at the rates and conditions set forth in Exhibit A: Scope of Services and Exhibit C: Rate Schedule, which by this reference is incorporated herein.

   a. The COMMISSION shall reimburse the CONSULTANT for actual costs (including labor costs, subcontracts) incurred by the CONSULTANT in performance of the work.
Actual costs shall not exceed the estimated wage rates and other costs set forth in the approved CONSULTANT'S Cost Proposal (Exhibit A: Scope of Services).

B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

SCCRTC-Attn: Sarah Christensen
1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:

1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT's work by the Contract Manager.
I. 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 (DPA) rules or to employees under current U.S. General Service Administration rules.

3. SCHEDULE. CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. TERM. This Agreement shall take effect on __________ ; 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 Agreement shall end on December 31, 2022, unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

5. EARLY TERMINATION.
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSUL TANT shall have no further claims against COMMISSION under this Agreement.

6. INDEMNIFICATION.
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
   B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
   C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.
D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. SAFETY
   A. The CONSULTANT shall comply with OSHA 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.

   B. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

   C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. INSURANCE.
   CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects 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 Agreement, 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 one million dollars ($1,000,000) per occurrence, and $2,000,000 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 __ __ __.
If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2) All policies of 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 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: Risk Manager
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 Agreement.

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 Agreement 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 CONSULTANT'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
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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement by a subconsultant 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.

9. FEDERAL, STATE AND LOCAL LAWS. CONSULTANT warrants that in the performance of this Agreement, 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.

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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:
A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. CONFLICT OF INTEREST
A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. 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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. INDEPENDENT CONSULTANT STATUS. 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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) 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.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. RETENTION AND AUDIT OF RECORDS. For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of
Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

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.

16. INSPECTION OF WORK
The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

B. 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.
C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

19. 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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION's instructions.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. 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.

21. 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.

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 Board of 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.

22. SUBCONTRACTING
A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

C. Any substitution of subconconsultants must be approved in writing by the COMMISSION'S Contract Manager prior to the start of work by the subconsultant.

D. 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.

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 Agreement 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.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement 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 Agreement 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.

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

CONSULTANT:
CMAG Engineering, Inc.
Adrian L. Garner, PE, GE, Principal Engineer
P.O. Box 640, Aptos, CA 95001

COMMISSION:
Santa Cruz County Regional Transportation Commission (SCCRTC)
Sarah Christensen, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060
25. COMPLETE AGREEMENT

A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s).

D. Attachments are:

  * Exhibit A: Scope of Services
  * Exhibit B: Project Schedule
  * Exhibit C: Rate Schedule

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: CMAG Engineering, Inc.
Address: P.O. Box 640, Aptos, CA 95001
Telephone: (831) 475-1411
Fax: (831) 724-4822
Email: adrian@cmagengineering.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: 

SIGNED ______________________________

PRINTED ______________________________

DATE ________________________________

3. APPROVED AS TO INSURANCE:

Administrative Services Officer

DATE ________________________________

DISTRIBUTION: RTC Fiscal & Contract Manager; Consultant

4. APPROVED AS TO FORM:

COMMISSION Counsel

DATE ________________________________
Exhibit A: Scope of Services
Engineering analysis and evaluation of the resulting field and laboratory data. Based on our findings we will develop geotechnical design criteria for reconstruction of the railroad embankment (if required), retaining walls, culverts, and subsurface drainage. Preparation of a report (4 copies and an electronic copy) presenting findings, conclusions, and recommendations.

Exhibit B: Project Schedule
Site 3 Geotechnical Report - December 2019
Advertisement and Construction Support - TBD
TO: Regional Transportation Commission

FROM: Sarah Christensen, Senior Transportation Engineer

RE: Pacific Crest Engineering, Inc. Contracts for 2017 Storm Damage Repairs

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve:

1. The attached resolutions (Attachments 1 & 2) authorizing the Executive Director to execute two (2) new contracts with Pacific Crest Engineering, Inc. for geotechnical engineering services in association with the 2017 storm damage repair of Sites 1 and 2.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for seven (7) storm damage repair distinct sites (Site).

Staff awarded a contract with Pacific Crest Engineering, Inc. (Pacific Crest) for geotechnical engineering services for Sites 1 and 2. Geotechnical testing has been performed, topographic surveys have been completed, and final design and environmental permitting of the repairs is near complete.

The engineering plans for Sites 1 and 2 have been completed for several months. The projects will be ready to bid after permits are received, specifications are updated for any permit requirements, and General Counsel finalizes the RTC’s General Provisions for construction contracts. Field construction will depend on weather, and work on Sites 1 and 2 is expected to be restricted to a work window commencing in late summer 2020.
DISCUSSION

Under the Executive Director’s signature authority, RTC staff executed a contract with Pacific Crest Engineering for an amount not-to-exceed $22,187.78 for geotechnical engineering services for Sites 1 and 2 on May 14, 2018. The contract expired on December 31, 2018 and is considered terminated. Pacific Crest Engineering submitted and RTC paid $18,783.50 on the original contract.

Since that time, staff authorized additional work relating to coordination, work required as part of the final design process and to respond to comments from regulatory agencies. Additional work is anticipated to respond to final design comments and to provide geotechnical support during advertisement and construction. To clear the administrative record, it is proposed to enter into two new contracts with Pacific Crest Engineering. The first new contract will be for work performed after the original contract for expired in the amount of $1,107.50. Staff estimates future work in the amount of $2,296.78 and proposes a new contract in this amount. It is proposed that the contract for future work will have a term ending on December 31, 2021. Assuming these two (2) contracts are authorized and executed, the total value of the three Sites 1 & 2 contracts will be $22,187.78.

RTC will be seeking reimbursement by FEMA and the California Office of Emergency Services (CalOES) for all 2017 storm damage work.

Draft contracts (Exhibits 1 to Attachments 1 and 2) are attached for reference.

Staff recommends the Commission authorize Executive Director to enter into two (2) new contracts with Pacific Crest Engineering, Inc., for work performed and needed to support construction for the 2017 Storm Damage Sites 1 and 2 work.

FISCAL IMPACT

The combined value of the two new proposed contracts and the amount expended on the original expired contract is $22,187.78. There is no new compensation associated with the proposed new contracts with Pacific Crest since the total amount of all three contracts is equal to the not-to-exceed amount of the original contract.

SUMMARY

Work to repair the storm damage sites continues to move forward. Staff recommends authorization to enter into two new contracts with the professional engineering services consultant Pacific Crest Engineering, Inc. to both clear the administrative record and to provide additional services for work on 2017 Storm Damage Sites 1 and 2.
Attachments:

1- Resolution authorizing execution of a contract (No. TP2058-01) with Pacific Crest Engineering, Inc. for civil engineering services provided in association with storm damage Sites 1 and 2

2- Resolution authorizing execution of a contract (No. TP2059-01) with Pacific Crest Engineering, Inc. for civil engineering services in association with storm damage Sites 1 and 2
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH PACIFIC CREST ENGINEERING, INC. EFFECTIVE FROM JANUARY 1, 2019 TO NOVEMBER 7, 2019 FOR GEOTECHNICAL SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITES 1 & 2: SLOPE EMBANKMENT WASHOUTS AT HARKIN SLOUGH

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on May 18, 2018, RTC executed a contract (numbered TP1822-01) with Pacific Crest Engineering, Inc. (Pacific Crest) in the amount of $22,187.78 for geotechnical engineering services associated with storm damage repairs of Sites 1 and 2: Slope Embankment Washouts at Harkin Slough (Sites 1 & 2) which expired on December 31, 2018; and

WHEREAS, staff authorized that Pacific Crest continued to perform work associated with Sites 1 & 2 after December 31, 2018; and

WHEREAS, Bowman & Williams performed work after December 31, 2019 totaling $1,107.50 in compensation due; and

WHEREAS, a new contract with a term effective during the period when the work was performed must be executed for the RTC to compensate Pacific Crest for tasks performed.

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

1. The Executive Director is authorized to execute a contract with Pacific Crest Engineering, Inc. for $1,107.50 for work performed from January 1, 2019 to
November 7, 2019 for geotechnical engineering services associated with repairs of 2017 Storm Damage Sites 1 & 2.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

______________________________
Guy Preston, Secretary

Exhibits:
1 – Contract with Pacific Crest Engineering, Inc., No. TP2058-01

Distribution: RTC Fiscal, RTC Project Manager

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THIS AGREEMENT made and entered into _______________ (the “Effective Date”) by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Pacific Crest Engineering, Inc., hereinafter called CONSULTANT (together and collectively referred to as the “Parties”) for Professional Geotechnical Engineering Services – Sites 1 and 2 Slope Embankment Washouts at Harkin Slough. The Parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: Professional Geotechnical Engineering Services – Sites 1 and 2 Slope Embankment Washouts at Harkin Slough 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>Elizabeth Mitchell</td>
<td>Pacific Crest Engineering, Inc.</td>
<td>Principal Engineer</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.

   D. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
      1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated March 30, 2018 attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

   A. Total payment is not to exceed: $1,107.50 set forth in Exhibit C: Fee Schedule, which by this reference is incorporated herein.

   B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.
C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT’s fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

   SCCRTC – Attn: Sarah Christensen
   1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT’s work by the Contract Manager.

I. 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 (DPA) rules or to employees under current U.S. General Service Administration rules.

3. **SCHEDULE.** CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of
compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. **TERM.** This Agreement is effective as of January 1, 2019, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The Agreement shall end on November 7, 2019 unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

5. **EARLY TERMINATION.**
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.

6. **INDEMNIFICATION.**
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

   B. Notwithstanding the foregoing, if the CONSULTANT is a “design professional” as defined in California Civil Code section 2782.8, the foregoing shall not apply, but the CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION from and against 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 which to the extent they arise out of, pertain to, or relate to CONSULTANT’s negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. In no event shall the cost to defend charged to CONSULTANT exceed the CONSULTANT’s proportionate percentage of fault; however, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

   C. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

E. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. **SAFETY**
   
   A. The CONSULTANT shall comply with OSHA 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.

   B. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

   C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. **INSURANCE.**
   
   CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage, except professional liability, 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 Agreement, 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 one million dollars ($1,000,000) per occurrence, and $2,000,000 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) per claim, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION __ / ____.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail or continued coverage for post agreement 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 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, 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 its equivalent 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 accompanied by a certificate or 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: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement or certificate 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 Agreement.

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 Agreement 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
CONSULTANT’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

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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement by a subconsultant 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.

9. FEDERAL, STATE AND LOCAL LAWS. CONSULTANT warrants that in the performance of this Agreement, 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.
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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. **CONFLICT OF INTEREST**

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. **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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. **INDEPENDENT CONSULTANT STATUS.** 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONSULTANT 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) 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.
By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. **RETENTION AND AUDIT OF RECORDS.** For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

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.

16. **INSPECTION OF WORK**

The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. **WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this Agreement is subject to the 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, subject to terms and conditions below.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
B. 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

D. Any reuse or modification of the deliverables by COMMISSION or anyone obtaining it through COMMISSION will be at COMMISSION’S sole risk and without liability to CONSULTANT. COMMISSION will defend, indemnify and hold CONSULTANT harmless from all third party claims, demands, actions, and expenses (including reasonable attorney’s fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the deliverables by COMMISSION or anyone obtaining it through COMMISSION.

19. 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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION’s instructions so long as COMMISSION continues paying CONSULTANT.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. 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.

21. 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.

   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 Board of 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.

22. SUBCONTRACTING
   A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

   B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

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

   D. 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.

   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 Agreement 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.

   F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement 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 Agreement 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.
24. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**
Pacific Crest Engineering, Inc.
Elizabeth Mitchell, Principal Engineer
444 Airport Blvd., Suite 106, Watsonville, California 95076

**COMMISSION:**
Santa Cruz County Regional Transportation Commission (SCCRTC)
Sarah Christensen, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

25. **COMPLETE AGREEMENT**

A. **AGREEMENT:** The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s)

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

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.
1. CONSULTANT

By: _______________________________   By: _____________________________
SIGNED                    SIGNED

PRINTED

DATE: ________________      DATE: ________________

Company Name:   Pacific Crest Engineering, Inc.
Address:              444 Airport Blvd., Suite 106
Watsonville, California 95076
Telephone:  (831) 722-9446
Email:     elizabeth@pacengineering.net

3. APPROVED AS TO INSURANCE:  4. APPROVED AS TO FORM:

_________________________________        ______________________________
PRINTED                    PRINTED

DATE:      DATE: October 30, 2019

DISTRIBUTION:  RTC Fiscal & Contract Manager; Consultant
EXHIBIT A: SCOPE OF SERVICES
Post report services. Includes review of the civil drawings and supplemental recommendations for abutments and wingwalls or the culvert at storm damage repair site 2. Work includes a site visit and correspondence with the Civil Engineer.

EXHIBIT B: PROJECT SCHEDULE
Review of 95% Design – June 2019
Review of 100% Design – July 2019
SCCRTC Contract for Professional Geotechnical Engineering - Rail Line Re.._.docx
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
WITH PACIFIC CRESCENT ENGINEERING, INC. WITH A TERM ENDING ON DECEMBER 31,
2021 FOR GEOTECHNICAL SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE
REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITES 1 & 2: SLOPE EMBANKMENT
WASHOUTS AT HARKIN SLOUGH

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that
hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national
disasters and the RTC submitted a Request for Public Assistance to the Federal
Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the
SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven
(7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications,
and cost estimates for the permanent storm damage repairs and to help ensure that
FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory
Agencies requirements are met; and

WHEREAS, on May 18, 2018, staff executed a contract (numbered TP1822-01) with
Pacific Crest Engineering, Inc. (Pacific Crest) in the amount of $22,187.78 for
gotechnical engineering services associated with storm damage repairs of Sites 1 and 2:
Slope Embankment Washouts at Harkin Slough (Sites 1 & 2) which expired on December
31, 2018; and

WHEREAS, continued geotechnical engineering services by Pacific Crest
Engineering, Inc. is needed through completion of final design and for geotechnical
support during construction of Sites 1 & 2; and

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

1. The Executive Director is authorized to execute a contract with Pacific Crest
Engineering, Inc. for an amount not to exceed $2,296.78 and a term ending on
December 31, 2021 for geotechnical engineering services associated with repairs of
Sites 1 & 2.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

____________________________
Bruce McPherson, Vice Chair

ATTEST:

______________________________
Guy Preston, Secretary

Exhibits:

1 – Contract with Pacific Crest Engineering, Inc., No. TP2059-01

Distribution: RTC Fiscal, RTC Project Manager

\rtcserv2\shared\resoluti\2019\11\contract amendments_resolutions\resos_pacific crest\reso_pacificcrest_2.docx
THIS AGREEMENT made and entered into this _____ day of _______ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Pacific Crest Engineering, Inc., hereinafter called CONSULTANT for Professional Geotechnical Engineering Services – Sites 1 and 2 Slope Embankment Washouts at Harkin Slough. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: Professional Geotechnical Engineering Services – Sites 1 and 2 Slope Embankment Washouts at Harkin Slough 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>Elizabeth Mitchell</td>
<td>Pacific Crest Engineering, Inc.</td>
<td>Principal Engineer</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.
   D. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
      1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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, dated March 30, 2018 attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

   A. Total payment is time and materials basis, not to exceed $2,296.78 set forth in Exhibit C: Fee Schedule, which by this reference is incorporated herein.

   B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.
C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT’s fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

   SCCRTC - Attn: Sarah Christensen
   1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
7. CONSULTANT’s final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT’s work by the Contract Manager.

I. 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 (DPA) rules or to employees under current U.S. General Service Administration rules.

3. **SCHEDULE.** CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of
compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. **TERM.** This Agreement shall take effect on November 7, 2019, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’s Contract Manager. The Agreement shall end on December 31, 2021 unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

5. **EARLY TERMINATION.**
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION’s receipt of CONSULTANT’s final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.

6. **INDEMNIFICATION.**
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

   B. Notwithstanding the foregoing, if the CONSULTANT is a "design professional" as defined in California Civil Code section 2782.8, the foregoing shall not apply, but the CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION from and against 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 which to the extent they arise out of, pertain to, or relate to CONSULTANT’s negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. In no event shall the cost to defend charged to CONSULTANT exceed the CONSULTANT’s proportionate percentage of fault; however, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

   C. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

E. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. **SAFETY**
   A. The CONSULTANT shall comply with OSHA 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.

8. Areas within the limits of the project are open to public and private traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. **INSURANCE.**
   CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage, except professional liability, 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 Agreement, 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 one million dollars ($1,000,000) per occurrence, and $2,000,000 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) per claim, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail or continued coverage for post agreement 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 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 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 its equivalent or both CG 20 10 01 and CG 20 37 01, covering ongoing operations and products and completed operations.

3) All required insurance policies shall be accompanied by a certificate or 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: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement or certificate 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 Agreement.

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 Agreement 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
CONSULTANT’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

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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document includes language conditioning the insurer's legal obligation to defend or indemnity 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.

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 Agreement by a subconsultant 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.

9. FEDERAL, STATE AND LOCAL LAWS. CONSULTANT warrants that in the performance of this Agreement, 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.
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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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 section.

F. In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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 CONFLICT OF INTEREST

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13 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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14 INDEPENDENT CONSULTANT STATUS. 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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) 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.
By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. RETENTION AND AUDIT OF RECORDS. For any purpose, including but not limited to determining compliance with Public Contract Code §115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

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, subrecipient/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

16. INSPECTION OF WORK
The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

18. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement is subject to the right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, fee of charge and in any manner and for any purpose; and to authorize others to do so, subject to terms and conditions below.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
B. 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

D. Any reuse or modification of the deliverables by COMMISSION or anyone obtaining it through COMMISSION will be at COMMISSION'S sole risk and without liability to CONSULTANT. COMMISSION will defend, indemnify and hold CONSULTANT harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the deliverables by COMMISSION or anyone obtaining it through COMMISSION.

19. 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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement 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 Agreement and shall comply with COMMISSION's instructions so long as COMMISSION continues paying CONSULTANT.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. 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.

21. 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.

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 Board of 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.

22. SUBCONTRACTING
A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION’s Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

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

D. 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.

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 Agreement 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.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement 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 Agreement 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.
24. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**
Pacific Crest Engineering, Inc.
Elizabeth Mitchell, Principal Engineer
444 Airport Blvd., Suite 106, Watsonville, California 95076

**COMMISSION:**
Santa Cruz County Regional Transportation Commission (SCCRTC)
Sarah Christensen, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

25. **COMPLETE AGREEMENT**

A. **AGREEMENT:** The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s).

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

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 as of the Effective Date first written above.

1. CONSULTANT

By: _______________

SIGNED

PRINTED

DATE: ____________

Company Name: Pacific Crest Engineering, Inc.
Address: 444 Airport Blvd., Suite 106
Watsonville, California 95076
Telephone: (831) 722-9446
Email: elizabeth@pacengineering.net

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _______________

SIGNED

PRINTED

DATE: ____________

3. APPROVED AS TO INSURANCE:

Administrative Services Officer

DATE: ____________

DISTRIBUTION: RTF Fiscal & Contract Manager; Consultant

4. APPROVED AS TO FORM:

COMMISSION Counsel

DATE: ____________
Exhibit A: Scope of Services
Post report services. Includes review of the civil drawings and supplemental recommendations for abutments and wingwalls or the culvert at storm damage repair sites 1 & 2. Work includes site visits and correspondence with the Civil Engineer as needed, response to construction contractor or engineer questions through the advertisement, award, and construction contract administration phase of the project.

Exhibit B: Project Schedule
Final Design: November 2019
Advertise: December 2019
Award: February 2020
Construction: Through December 2020
### EXHIBIT C - COST PROPOSAL

**EXHIBIT 10-H2  COST PROPOSAL Page 1 of 1**

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

**Consultant:** Pacific Crest Engineering, Inc.

**Project:** Harkins Slough Embankment Repair

Date: 10/28/2019

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#### NOTES:

1. Key personnel [***] marked with an asterisk (*) and employees that are subject to prevailing wage 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 should be based on the consulting firm's annual accounting period, 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.

5. All staff performing inspection are subject to Department of Industrial Relations regulations including:

   - Prevailing Wage, Overtime Premiums, Shift Differentials and Subsistence. Bill rates will be increased to include these premiums.

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16-37
TO: Regional Transportation Commission

FROM: Sarah Christensen, Senior Transportation Engineer

RE: Kittleson Environmental Consulting Contract Amendment for 2017 Storm Damage Repair

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve:

1. The attached resolution (Attachment 1) authorizing contract amendment to extend the term with Kittleson Environmental Consulting for continuation of environmental permitting services in association with the 2017 storm damage repairs of Sites 1 and 2 on the Santa Cruz Branch Rail Line.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for seven (7) storm damage repair distinct sites (Site).

RTC staff awarded Kittleson Environmental Consulting a contract to provide environmental permitting support to the storm damage repair of Sites 1 and 2. The engineering plans for Sites 1 and 2 have been completed for several months. All permit applications have been submitted and the projects will be ready to bid after permits are received, specifications are updated for any permit requirements, and General Counsel finalizes the RTC’s General Provisions for construction contracts. Field construction will depend on weather, and work on Sites 1 and 2 is expected to be restricted to a work window commencing in late summer 2020.
DISCUSSION

RTC staff entered into a contract with Kittleson Environmental Consulting with a total compensation not to exceed $9,800 and a term ending on June 30, 2019 for environmental permitting services associated with the storm damage Sites 1 and 2. With Chair Approval, the Contract was amended to increase the compensation not to exceed $42,400 and a term ending on December 30, 2019.

Staff recommends the Commission authorize the Executive Director to execute an amendment to the contract (RT44054) with Kittleson Environmental Consulting to extend the term of contract to December 31, 2021 for environmental permitting services work on 2017 storm damage repairs of Sites 1 & 2.

RTC will be seeking reimbursement by FEMA and the California Office of Emergency Services (CalOES) for all 2017 storm damage work.

Draft contract amendment (Exhibit 1 to Attachment 1) is attached for reference.

FISCAL IMPACT

There is no fiscal impact associated with amending the term of the Kittleson contract.

SUMMARY

Work to repair the storm damage sites continues to move forward. Staff recommends authorization to amend the contract with Kittleson Environmental Consulting to extend its term.

Attachments:

1. Resolution authorizing an amendment for a term extension to the Kittleson Environmental Consulting contract No. RT44054 in association with storm damage repairs of Sites 1 & 2
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of November 7, 2019 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT WITH KITTLERSON ENVIRONMENTAL CONSULTING TO EXTEND THE TERM OF CONTRACT TO DECEMBER 31, 2021 FOR ENVIRONMENTAL PERMITTING SERVICES IN ASSOCIATION TO THE 2017 STORM DAMAGE REPAIRS ON THE SANTA CRUZ BRANCH RAIL LINE – SITES 1 & 2: SLOPE EMBANKMENT WASHOUT NEAR HARKIN SLOUGH, CONTRACT NO. RT44054

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state; and

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved; and

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites; and

WHEREAS, civil engineering services are required to produce plans, specifications, and cost estimates for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS, on April 8, 2018, the Executive Director executed a contract (numbered RT44054) with Kittleson Environmental Consulting for up to $9,800 and effective until June 30, 2019 for civil engineering services associated with the 2017 storm damage repairs on the SCBRL at Sites 1 & 2; and

WHEREAS, on February 21, 2019, the RTC Chair authorized an amendment to RT44054 to increase the contract amount for up to $42,400 and extend term to be effective until December 31, 2019; and

WHEREAS, additional time is needed to cover remaining scope and design support during construction.

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

1. The Executive Director is authorized to amend contract with Kittleson Environmental Consulting, Inc. to extend the term of contract RT44054 to December 31, 2021 for environmental permitting services associated with repairs of Sites 1 & 2.
AYES: COMMISSIONERS
NOES: COMMISSIONERS
ABSTAIN: COMMISSIONERS
ABSENT: COMMISSIONERS

ATTEST:

Bruce McPherson, Vice Chair

Guy Preston, Secretary

Exhibits:
1 – Amendment 2 to Contract No. RT44054

Distribution: RTC Fiscal, RTC Project Manager

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17-4
SECOND AMENDMENT TO AGREEMENT
WITH KITTLESON ENVIRONMENTAL CONSULTING

Effective this _______ day of _______________, 2019, the parties hereto agree to amend that certain Agreement dated April 9, 2018, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION and KITTLESON ENVIRONMENTAL CONSULTING, (“CONSULTANT”) as follows:

1. **Amend Article 4. (entitled “TERM”) to read as follows:**

   This Agreement shall take effect on April 9, 2018; 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 Agreement shall end on December 31, 2021 unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION’s board.

All other provisions of said Agreement shall remain the same.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By__________________________________
Guy Preston, Executive Director

CONSULTANT

By__________________________________
Gary Kittleson
Kittleson Environmental Consulting
3284 Malibu Drive
Santa Cruz, CA 95062
(831) 251-0215

Approved as to form:

RTC Counsel

Distribution: RTC Fiscal
RTC Project Manager
Consultant
AGENDA: November 7, 2019

TO: Regional Transportation Commission (RTC)
FROM: Tommy Travers, Transportation Planner
RE: Clean Team Associates Contract for Janitorial Services on the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolutions (Attachments 1 and 2) authorizing the Executive Director to negotiate and execute two new contracts with Clean Team Associates for 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, graffiti 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 pollutes waterways. In addition, the proliferation of camping results in numerous complaints from nearby property owners, residents, business owners, local government departments, law enforcement, RTC board members, and even other trespassers. Ongoing maintenance of the corridor ensures that issues associated with trespassers and campers are quickly addressed and controlled.

On April 5, 2018, the RTC authorized the Executive Director to negotiate and execute contracts with contractors for a total up to $100,000 for vegetation control, and $100,000 for drainage maintenance within the SCBRL right-of-way.

The RTC has been providing janitorial services through a series of small contracts and purchase orders. To streamline the administrative cost, staff sought informal estimates from responsive firms for janitorial services. Clean Team Associates (Clean Team) was awarded a sole source contract in June 2018, after no other
qualified firms were found. Clean Team coordinates effectively and quickly with staff, local police departments, and trespassers to ensure clearer drainage, public safety and quick resolution. They also processed the required railroad safety and hazardous disposal training for work on the corridor. The contract expired on June 30, 2019; however, staff authorized additional work needed for continued janitorial services. To clear the administrative record, it is proposed to enter into two new contracts with Clean Team. The first new contract will be for work performed after the contract expired in the amount of $12,276.25. A second contract for future work is proposed in the amount not to exceed $32,000 with a term ending on June 30, 2020.

In 2019, by resolution, the RTC elected to become subject to the procedures of the California Uniform Public Construction Cost Accounting Act, which allows the RTC to negotiate contracts for public projects costing less than $60,000.

In early 2020, staff plans to again seek competitive bids for maintenance services along the SCBRL and expand the search to a wider set of vendors (e.g., railroad maintenance firms). Until this occurs, staff seeks to enter into a new short-term contract with Clean Team to allow ongoing janitorial services on the corridor and continued good relationship with neighbors and law enforcement.

Draft contracts (Exhibits 1 to Attachment 1 and 2) are attached for reference.

**Staff recommends that the Commission authorize the Executive Director to negotiate and execute two new contracts with Clean Team Associates for janitorial services along the Santa Cruz Branch Rail Line corridor.**

**FISCAL IMPACT**

The total cost of both proposed contracts, $44,276.25, is included in the FY 19/20 budget for rail SCBRL corridor maintenance.

**SUMMARY**

Until the execution of a future new janitorial contract, short-term immediate janitorial maintenance needs for the SCBRL corridor need to be met. Staff recommends authorization to enter into two new contracts with Clean Team Associates to both clear the administrative record and for work to ensure continued upkeep of the corridor.

**Attachments:**

1. Resolution authorizing Executive Director to negotiate and execute Clean Team Associates contract no. TP2051-01
2. Resolution authorizing Executive Director to negotiate and execute Clean Team Associates contract no. TP2052-01
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A
CONTRACT WITH CLEAN TEAM ASSOCIATES IN THE AMOUNT OF $12,276.25 FOR WORK
PERFORMED FROM JANUARY 1, 2019 TO NOVEMBER 7, 2019 FOR JANITORIAL SERVICES
ALONG THE SANTA CRUZ BRANCH RAIL LINE RIGHT-OF-WAY

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

WHEREAS, the RTC is responsible for maintaining the SCBRL right-of-way outside of the
railroad easement;

WHEREAS, contractors are hired by the RTC to perform maintenance activities within
the SCBRL right-of-way;

WHEREAS, on April 5, 2018, the RTC authorized the Executive Director to negotiate and
execute contracts with contractors for a total up to $100,000 for vegetation control, and
$100,000 for drainage maintenance within the SCBRL right-of-way; and

WHEREAS, on July 1, 2018, staff executed a contract (numbered TP1825-01) with Clean
Team Associates in an amount not to exceed $20,000 for janitorial services associated with
drainage maintenance along the SCBRL right-of-way; and

WHEREAS, Contract TP1825-01 expired on December 31, 2018; and

WHEREAS, Staff authorized that Clean Team Associates continue to perform work after
December 31, 2018; and,

WHEREAS, Clean Team performed work after December 31, 2018 totaling $12,276.25
in compensation due; and,

WHEREAS, a new contract with a term effective during the period of work was performed
must be executed for the RTC to compensate Clean Team Associates for work performed; and,

WHEREAS, there is an immediate and ongoing need for on-call vegetation control
services in the SCBRL corridor.

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

1. The Executive Director is authorized to negotiate and execute a contract with Clean
Team Associates, subject to final review and approval of RTC General Counsel, for
$12,276.25 for work performed during the period from January 1, 2019 to November
7, 2019 for janitorial services along the Santa Cruz Branch Rail Line right-of-way.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

____________________________
Bruce McPherson, Vice-Chair

ATTEST:

_____________________________
Guy Preston, Secretary

Exhibits:
1 – Proposed Clean Team Contract No. TP2051-01

Distribution: RTC Fiscal, RTC Engineer

\RTCSERV2\Shared\RESOLUTI\2019\11\Contract Amendments_Resolutions\Clean Team\Reso_Clean Team Contract-1.docx
This Contract is entered into this _____ day of ___________, 2019, 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. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: on-call vegetation control including but not limited to tree trimming and cutting, chipping, mowing, raking, land clearing, and arborist services within the Santa Cruz Branch Rail Corridor right of way (hereinafter “the project”) on a time and materials basis with project scope developed under the direction of the COMMISSION contract manager.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $12,276.25 after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit A Contractor’s Rate Sheet upon the satisfactory completion of projects as directed by the COMMISSION contract manager.

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 $5,000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be: January 1, 2019 through November 7, 2019.

4. **EARLY TERMINATION.** COMMISSION may terminate this Contract at any time by giving fourteen (14) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION fourteen (14) 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.

   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 $1,000,000 per occurrence and $2,000,000 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) 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) 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.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
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.

(4) 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: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

(5) 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. 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. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.
10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.

11. **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.

12. **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.

13. **ATTACHMENTS.** This Contract includes the following attachments:

   Exhibit A – Contractor Rate Sheet

14. **PREVAILING WAGE.** This agreement is covered under Prevailing Wage 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.

15. **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.

17. **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.

INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

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

1. Ronald Perrigo

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _____________________________

By: _____________________________

________________________________ _____________________________
SIGNED SIGNED

PRINTED PRINTED

Company Name: Clean Team Associates

Address: 314 Cayuga Street
Santa Cruz, CA 95062-3622

Telephone: (831) 713-7812
(831) 426-6340

Email: cleanteamassociates@aol.com

3. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

________________________________ __________________________________
Administrative Services Officer COMMISSION Counsel

DISTRIBUTION:

• RTC Fiscal
• Contract Manager
• Contractor
Clean Team Associates Rate Sheet  
July 1, 2018 through June 30, 2019

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INCLUDES FULL WORKER COMP, BUSINESS LIABILITY COVERAGE, WITH SPECIFIED ENDORSEMENTS REQUESTED BY R T C

EACH POTENTIAL JOB IS BID TO PROVIDE WORKMAN LIKE SATISFACTION TO R T C

SUBSEQUENT RE VISITS TO SITES, FOR CLEAN UP WITHIN 45 DAYS, RTC NOT CHARGED ADDITIONAL COSTS.

30 DAY NET PAYMENT TERMS, APPLY TO ALL INVOICES.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A
CONTRACT WITH CLEAN TEAM ASSOCIATES FOR ON-CALL JANITORIAL SERVICES ALONG
THE SANTA CRUZ BRANCH RAIL LINE RIGHT-OF-WAY FOR AN AMOUNT NOT TO EXCEED
$32,000 WITH A TERM ENDING ON JUNE 30, 2020

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

WHEREAS, the RTC is responsible for maintaining the SCBRL right-of-way outside of the
railroad easement;

WHEREAS, the RTC is subject to the procedures of the California Uniform Public
Construction Cost Accounting Act, which allows the RTC to negotiate contracts for public
projects costing less than $60,000;

WHEREAS, there is an immediate and ongoing need for on-call vegetation control
services in the SCBRL corridor.

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

1. The Executive Director is authorized to negotiate and execute a contract with Clean
Team Associates, subject to final review and approval of RTC General Counsel, or
janitorial services along the Santa Cruz Branch Rail Line right-of-way in an amount
not to exceed $32,000 and a term ending on June 30, 2020

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Bruce McPherson, Vice-Chair

ATTEST:

Guy Preston, Secretary

Exhibits:
1 – Proposed Clean Team Contract No. TP2052-01

Distribution: RTC Fiscal, RTC Engineer
INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

This Contract is entered into this ___ day of _____________, 2019, 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. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: on-call janitorial services as related to littering, dumping, vacated homeless encampments, and other debris within the Santa Cruz Branch Rail Corridor right of way (hereinafter “the project”) with project scope developed under the direction of the COMMISSION contract manager.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $32,000 after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit A Contractor’s Rate Sheet dated October 24, 2019 upon the satisfactory completion of projects as directed by the COMMISSION contract manager.

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 $5,000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. TERM. The term of this Contract shall be: ______________, 2019 through June 30, 2020. If this Contract is placed on the RTC’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. EARLY TERMINATION. COMMISSION may terminate this Contract at any time by giving fourteen (14) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION fourteen (14) 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.

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 $1,000,000 per occurrence and $2,000,000 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) 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) 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.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
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.

(4) 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: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

(5) 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.

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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.
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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.

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12. **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.

13. **ATTACHMENTS.** This Contract includes the following attachments:

   Exhibit A – Contractor Rate Sheet dated October 24, 2019

14. **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.

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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.

///

///

///
INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

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

3. Ronald Perrigo
   Company Name: Clean Team Associates
   Address: 314 Cayuga St
             Santa Cruz, CA 95062-3622
   Telephone: (831) 713-7812
   Email: cleanteamassociates@aol.com

4. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
   By: ______________________________
   PRINTED
   PRINTED

2. APPROVED AS TO INSURANCE:
   1. APPROVED AS TO FORM:

   Administrative Services Officer
   COMMISSION Counsel

   DISTRIBUTION:
   • RTC Fiscal
   • Contract Manager
   • Contractor
SCCRTC
PER REQUEST, NEW CONTRACT AMENDMENT BETWEEN
SCCRTC, AND CLEAN TEAM ASSOCIATES

EFFECTIVE THROUGH JUNE 30, 2019

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AGENDA: November 7, 2019

TO: Regional Transportation Commission (RTC)
FROM: Tommy Travers, Transportation Planner
RE: Community Tree Service, Inc. On-Call Vegetation Control Services on the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolutions (Attachment 1 and 2) authorizing the Executive Director to negotiate and execute two new contracts with Community Tree Service, Inc. for on-call vegetation control 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 vegetation maintenance including tree trimming and cutting, mowing, and land clearing.

DISCUSSION

Ownership of the railroad corridor involves many maintenance needs, one of which is for vegetation control services. Ongoing vegetation maintenance of the corridor ensures that issues associated with overgrown vegetation and trees, such as potential fire hazard, interference with drainage structures, and potential property damage due to fallen trees and branches are addressed and controlled.

On April 5, 2018, the RTC authorized the Executive Director to negotiate and execute contracts with contractors for a total up to $100,000 for vegetation control, and $100,000 for drainage maintenance within the SCBRL right-of-way.

The RTC has been providing vegetation control services through a series of small contracts and purchase orders. To streamline the administrative cost, staff sought informal estimates from responsive firms for on-call vegetation control services. Community Tree Service, Inc. (Community Tree) was awarded a sole source contract in May 2018, after no other qualified firms were found. Community Tree is based in Watsonville and coordinates effectively and quickly with staff, are knowledgeable of the vegetation on the corridor, and up-to-date on the necessary safety standards. The contract expired on June 30, 2019; however, staff authorized additional work needed for continued vegetation control and tree
services. To clear the administrative record, it is proposed to enter into two new contracts with Community Tree Service. The first new contract will be for work performed after the contract expired in the amount of $52,970.51. A second contract for future work is proposed in the amount not to exceed $30,000 with a term ending on June 30, 2020.

In 2019, by resolution, the RTC elected to become subject to the procedures of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which allows the RTC to negotiate contracts for public projects costing less than $60,000. In early 2020, staff plans to again seek competitive bids for maintenance services along the SCBRL and expand the search to a wider set of vendors (e.g., railroad maintenance firms). Until this occurs, staff seeks to enter into a new short-term contract with Community Tree to ensure ongoing vegetation control along the corridor.

Draft contracts (Exhibits 1 to Attachment 1 and 2) are attached for reference.

Staff recommends that the Commission authorize the Executive Director to negotiate and execute two new contracts with Community Tree Service, Inc. for vegetation control services along the Santa Cruz Branch Rail Line corridor.

FISCAL IMPACT

The total cost of both proposed contracts, $82,970.51, is included the Fiscal Year 2019/20 budget for SCBRL corridor maintenance.

SUMMARY

Until the execution of a future new on-call vegetation control contract, short-term immediate vegetation maintenance needs for the SCBRL corridor must be met. Staff recommends authorization to enter into two new contracts with Community Tree to both clear the administrative record and for work to ensure continued upkeep of the corridor.

Attachments:
1. Resolution authorizing Executive Director to negotiate and execute a contract with Community Tree Service, Inc., Contract No. TP2053-01
   Resolution authorizing Executive Director to negotiate and execute a contract with Community Tree Service, Inc., Contract No. TP2054-01
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH COMMUNITY TREE SERVICE, INC. IN THE AMOUNT OF $52,970.51 FOR WORK PERFORMED FROM JANUARY 1, 2019 TO NOVEMBER 7, 2019 FOR VEGETATION CONTROL SERVICES ALONG THE SANTA CRUZ BRANCH RAIL LINE RIGHT-OF-WAY

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

WHEREAS, the RTC is responsible for maintaining the SCBRL right-of-way outside of the railroad easement;

WHEREAS, contractors are hired by the RTC to perform maintenance activities within the SCBRL right-of-way;

WHEREAS, on April 5, 2018, the RTC authorized the Executive Director to negotiate and execute contracts with contractors for a total up to $100,000 for vegetation control, and $100,000 for drainage maintenance within the SCBRL right-of-way; and

WHEREAS, on May 25, 2018, staff executed a contract (numbered TP1821-01) with Community Tree Service, Inc. in an amount not to exceed $75,000 and effective until December 31, 2018 for on-call vegetation control services associated with vegetation maintenance along the SCBRL; and

WHEREAS, Contract TP1821-01 expired on December 31, 2018; and

WHEREAS, Staff authorized that Community Tree Service, Inc. continue to perform work after December 31, 2018; and,

WHEREAS, Community Tree Service performed work after December 31, 2018 totaling $52,970.51 in compensation due; and,

WHEREAS, a new contract with a term effective during the period when work was performed must be executed for the RTC to compensate Community Tree Service, Inc. for work performed.

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

1. The Executive Director is authorized to negotiate and execute a contract with Community Tree Service, Inc., subject to final review and approval of RTC General Counsel, for $52,970.51 for work performed during the period from January 1, 2019 to November 7, 2019 for vegetation control services along the Santa Cruz Branch Rail Line right-of-way.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

____________________________
Bruce McPherson, Vice-Chair

ATTEST:

_____________________________
Guy Preston, Secretary

Exhibits:
1 – Draft Contract No. TP2053-01 with Rate Sheet

Distribution: RTC Fiscal, RTC Engineer

\RTCSERV2\Shared\RESOLUTION\2019\11\Contract Amendments_Resolutions\Reso_Community Tree\Reso_Community Tree
Contract-1.docx

19-4
This Contract is entered into this _____ day of ___________, 2019, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Community Tree Service, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: on-call vegetation control including but not limited to tree trimming and cutting, chipping, mowing, raking, land clearing, and arborist services within the Santa Cruz Branch Rail Corridor right of way (hereinafter “the project”) on a time and materials basis with project scope developed under the direction of the COMMISSION contract manager.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $52,970.51 after receipt and contract manager approval of invoices with detailed time and materials cost breakdown upon the satisfactory completion of projects as directed by the COMMISSION contract manager.

   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 $5,000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be: January 1, 2019 through November 7, 2019.

4. **EARLY TERMINATION.** COMMISSION may terminate this Contract at any time by giving fourteen (14) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION fourteen (14) 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.

   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 $1,000,000 per occurrence and $2,000,000 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) 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) 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.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
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.

(4) 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: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

(5) 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. 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. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.
10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.

11. **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.

12. **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.

13. **ATTACHMENTS.** This Contract includes the following attachments:

   Exhibit A – Contractor Rate Sheet dated October 24, 2019

14. **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.

15. **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.

17. **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.

INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

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

1. Community Tree Service, Inc.

By: _____________________________
SIGNED

PRINTED

Company Name: Community Tree Service, Inc.
Address: 831 Walker St
Watsonville, CA 95076
Telephone: (831) 763-2391
(831) 426-6340
Email: communitytreeservice320@gmail.com

2. SANTA CRUZ COUNTY REGIONAL TRASPORTATION COMMISSION

By: _____________________________
SIGNED

PRINTED

3. APPROVED AS TO INSURANCE: 4. APPROVED AS TO FORM:

Administrative Services Officer
COMMISSION Counsel

DISTRIBUTION:
• RTC Fiscal
• Contract Manager
• Contractor
<table>
<thead>
<tr>
<th>Equipment Rental Rates Per Hour</th>
<th>Normal Prevailing Wage Rate</th>
<th>Emergency Prevailing Wage Rate</th>
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</thead>
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<tr>
<td>3 Man Crew, with 1 Dump Truck and 1 Chipper</td>
<td>$318.20</td>
<td>$445.50</td>
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<td>3 Man Crew, With 1 Dump Truck and 1 Chipper (OT Rate)</td>
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<td>Tractor with any other attachment (i.e., grapple loader, shovel, skidder grapple, sweeper or any other applicable attachment for tree work)</td>
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<td>Tractor with a Heavy Duty Brush Mower Attachment</td>
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<td>Crane Rental - 40 Ton Capacity</td>
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<td>Stump Grinder on Tracks</td>
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<td>Walk Behind Stump Grinder</td>
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<td>Bucket Truck (up to 75')</td>
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<td>Bucket Truck (up to 100')</td>
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<td>12&quot; Capacity Brush Chipper</td>
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<td>18&quot; Capacity Brush Chipper</td>
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<td>24&quot; Capacity Brush Chipper</td>
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<td>Traffic Control Equipment (to typically include, 10 signs and up to 100 cones)</td>
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<td>20&quot; Capacity Brush Chipper on Tracks</td>
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<td>Grapple Loader</td>
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<td>3-Axle Grapple Loader</td>
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<td>Grapple Loader With End Dump</td>
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<td>2-Axel 4WD Truck for Debris Hauling</td>
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<td>3-Axle Roll Off Truck with 30-40 Yard Capacity Box</td>
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<td>3-Axel Trailer</td>
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<td>6 Ton Mini Excavator with Grapple Attachment</td>
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<td>6 Ton Mini Excavator with Mower Attachment</td>
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<td>15 Ton Excavator</td>
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<td>Water Buffalo</td>
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<td>MISC. Equipment for a 4-Man Crew</td>
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<td>$48.50</td>
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**People Rates Per Hour**
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate 1</th>
<th>Hourly Rate 2</th>
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<tbody>
<tr>
<td>Arborist Reports (to include, consulting, site supervision, reports, project</td>
<td>$98.25</td>
<td>$137.55</td>
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<tr>
<td>management and arborist equipment operation)</td>
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<td>Qualified Applicator License</td>
<td>$101.70</td>
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<td>Operator (for all equipment, excluding the crane and grapple loaders)</td>
<td>$90.40</td>
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<tr>
<td>Crane &amp; Grapple Operator</td>
<td>$106.15</td>
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<td>Climber</td>
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<td>Groundsmen/General Labor</td>
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<td>Foreman</td>
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<td>Flagger</td>
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<tr>
<td><strong>Arborist Equipment Per Hour</strong></td>
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<tr>
<td>Pesticide Applicator/Spraying Rig</td>
<td>$74.60</td>
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<tr>
<td>Backpack Sprayer</td>
<td>$21.55</td>
<td>$30.20</td>
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</tbody>
</table>

Please Note: All tree prices are approximate and prices may vary depending on hazardous conditions such as climate, electrical hazards or any other hazardous conditions. Any additional equipment or personal will be charged accordingly. MISC. equipment includes chainsaws, pole saws, ropes, pulleys, blowers, weed trimmers, climbing saddle, spikes, cleaning and or climbing equipment. These are all used on an as needed basis.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A
CONTRACT WITH COMMUNITY TREE SERVICE, INC. FOR ON-CALL VEGETATION CONTROL
SERVICES ALONG THE SANTA CRUZ BRANCH RAIL LINE CORRIDOR FOR AN AMOUNT NOT
TO EXCEED $30,000 WITH A TERM ENDING ON JUNE 30, 2020

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

WHEREAS, the RTC is responsible for maintaining the SCBRL right-of-way outside of the
railroad easement;

WHEREAS, the RTC is subject to the procedures of the California Uniform Public
Construction Cost Accounting Act, which allows the RTC to negotiate contracts for public
projects costing less than $60,000;

WHEREAS, there is an immediate and ongoing need for on-call vegetation control
services in the SCBRL corridor.

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

1. The Executive Director is authorized to negotiate and execute a contract with
Community Tree Service, Inc., subject to final review and approval of RTC General
Counsel, for on-call vegetation control services along the Santa Cruz Branch Rail Line
right-of-way in an amount not to exceed $30,000 and a term ending on June 30,
2020.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

___________________________
Bruce McPherson, Vice-Chair

ATTEST:

___________________________
Guy Preston, Secretary

Exhibits:

1- Draft Contract No. TP2054-01 with Rate Sheet

Distribution: RTC Fiscal, RTC Engineer
DRAFT INDEPENDENT CONTRACTOR AGREEMENT
(TEMPORARY WAGE NO-BID)

This Contract is entered into this _____ day of ___________, 2019, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Community Tree Service, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: on-call vegetation control including but not limited to tree trimming and cutting, chipping, mowing, raking, land clearing, and arborist services within the Santa Cruz Branch Rail Corridor right of way (hereinafter “the project”) on a time and materials basis with project scope developed under the direction of the COMMISSION contract manager.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $30,000 after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit A Contractor’s Rate Sheet dated through June 30, 2020 upon the satisfactory completion of projects as directed by the COMMISSION contract manager.

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 $5,000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. TERM. The term of this Contract shall be: November 7, 2019 through June 30, 2020. If this Contract is placed on the RTC’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. EARLY TERMINATION. COMMISSION may terminate this Contract at any time by giving fourteen (14) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION fourteen (14) 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.

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 initializing 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 initializing 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 $1,000,000 per occurrence and $2,000,000 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) 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) 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.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
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.

(4) 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: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

(5) 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. 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. **NONASSIGNMENT.**  CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.

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

11. **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.

12. **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.

13. **ATTACHMENTS.**  This Contract includes the following attachments:

   Exhibit A – Contractor Rate Sheet dated October 24, 2019

14. **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.

15. **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.

17. **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.
INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

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

3. Community Tree Service, Inc.
   By: _____________________________
   SIGNED
   PRINTED
   Company Name: Community Tree Service, Inc.
   Address: 831 Walker St
             Watsonville, CA 95076
   Telephone: (831) 763-2391
             (831) 426-6340
   Email: communitytreeservice320@gmail.com

2. APPROVED AS TO INSURANCE:
1. APPROVED AS TO FORM:

   _____________________________
   Administrative Services Officer

   _____________________________
   COMMISSION Counsel

DISTRIBUTION:
• RTC Fiscal
• Contract Manager
• Contractor
<table>
<thead>
<tr>
<th>Equipment Rental Rates Per Hour</th>
<th>Normal Prevailing Wage Rate</th>
<th>Emergency Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Man Crew, with 1 Dump Truck and 1 Chipper</td>
<td>$318.20</td>
<td>$445.50</td>
</tr>
<tr>
<td>3 Man Crew, With 1 Dump Truck and 1 Chipper (OT Rate)</td>
<td>$445.00</td>
<td>$622.90</td>
</tr>
<tr>
<td>Tractor with any other attachment (i.e., grapple loader, shovel, skidder grapple, sweeper or any other applicable attachment for tree work)</td>
<td>$65.20</td>
<td>$91.30</td>
</tr>
<tr>
<td>Tractor with a Heavy Duty Brush Mower Attachment</td>
<td>$108.60</td>
<td>$152.00</td>
</tr>
<tr>
<td>Small Masticator</td>
<td>$78.75</td>
<td>$110.25</td>
</tr>
<tr>
<td>Medium Masticator</td>
<td>$131.25</td>
<td>$183.75</td>
</tr>
<tr>
<td>Large Masticator</td>
<td>$236.25</td>
<td>$330.75</td>
</tr>
<tr>
<td>Crane Rental - 25 Ton Capacity</td>
<td>$156.50</td>
<td>$219.10</td>
</tr>
<tr>
<td>Crane Rental - 40 Ton Capacity</td>
<td>$202.15</td>
<td>$283.00</td>
</tr>
<tr>
<td>Tow Behind Stump Grinder</td>
<td>$66.40</td>
<td>$93.00</td>
</tr>
<tr>
<td>Stump Grinder on Tracks</td>
<td>$90.40</td>
<td>$126.60</td>
</tr>
<tr>
<td>Walk Behind Stump Grinder</td>
<td>$60.35</td>
<td>$84.50</td>
</tr>
<tr>
<td>Bucket Truck (up to 75')</td>
<td>$72.20</td>
<td>$101.10</td>
</tr>
<tr>
<td>Bucket Truck (up to 100')</td>
<td>$114.35</td>
<td>$160.10</td>
</tr>
<tr>
<td>12&quot; Capacity Brush Chipper</td>
<td>$50.20</td>
<td>$70.30</td>
</tr>
<tr>
<td>18&quot; Capacity Brush Chipper</td>
<td>$72.20</td>
<td>$101.10</td>
</tr>
<tr>
<td>24&quot; Capacity Brush Chipper</td>
<td>$90.40</td>
<td>$126.60</td>
</tr>
<tr>
<td>Traffic Control Equipment (to typically include, 10 signs and up to 100 cones)</td>
<td>$40.40</td>
<td>$56.60</td>
</tr>
<tr>
<td>20&quot; Capacity Brush Chipper on Tracks</td>
<td>$156.50</td>
<td>$219.10</td>
</tr>
<tr>
<td>Grapple Loader</td>
<td>$120.10</td>
<td>$168.15</td>
</tr>
<tr>
<td>3-Axle Grapple Loader</td>
<td>$144.40</td>
<td>$202.15</td>
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<tr>
<td>Grapple Loader With End Dump</td>
<td>$179.00</td>
<td>$250.60</td>
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<tr>
<td>Chip Truck</td>
<td>$36.10</td>
<td>$50.55</td>
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<tr>
<td>3-Axle Truck for Debris Hauling</td>
<td>$60.00</td>
<td>$84.00</td>
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<tr>
<td>2-Axle Truck for Debris Hauling</td>
<td>$46.20</td>
<td>$64.70</td>
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<tr>
<td>2-Axle 4WD Truck for Debris Hauling</td>
<td>$47.90</td>
<td>$67.10</td>
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<tr>
<td>3-Axle Roll Off Truck with 30-40 Yard Capacity Box</td>
<td>$115.50</td>
<td>$161.70</td>
</tr>
<tr>
<td>1-Axle Trailer</td>
<td>$17.35</td>
<td>$24.30</td>
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<tr>
<td>2-Axle Trailer</td>
<td>$34.65</td>
<td>$48.50</td>
</tr>
<tr>
<td>3-Axle Trailer</td>
<td>$46.20</td>
<td>$64.70</td>
</tr>
<tr>
<td>6 Ton Mini Excavator with Grapple Attachment</td>
<td>$72.20</td>
<td>$101.10</td>
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<tr>
<td>6 Ton Mini Excavator with Mower Attachment</td>
<td>$107.10</td>
<td>$149.95</td>
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<tr>
<td>15 Ton Excavator</td>
<td>$143.15</td>
<td>$257.90</td>
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<tr>
<td>Mini Skid Steer Loader With Grapple Attachment</td>
<td>$75.10</td>
<td>$105.15</td>
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<tr>
<td>Mini Skid Steer Loader With Mower Attachment</td>
<td>$115.50</td>
<td>$161.70</td>
</tr>
<tr>
<td>Water Buffalo</td>
<td>$42.15</td>
<td>$59.00</td>
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<tr>
<td>MISC. Equipment for a 2-Man Crew</td>
<td>$20.20</td>
<td>$28.30</td>
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<tr>
<td>MISC. Equipment for a 3-Man Crew</td>
<td>$27.40</td>
<td>$38.35</td>
</tr>
<tr>
<td>MISC. Equipment for a 4-Man Crew</td>
<td>$34.65</td>
<td>$48.50</td>
</tr>
</tbody>
</table>

**People Rates Per Hour**
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arborist Reports (to include, consulting, site supervision,</td>
<td>$98.25</td>
<td>$137.55</td>
</tr>
<tr>
<td>reports, project management and arborist equipment operation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Applicator License</td>
<td>$101.70</td>
<td>$142.40</td>
</tr>
<tr>
<td>Operator (for all equipment, excluding the crane and grapple</td>
<td>$90.40</td>
<td>$126.60</td>
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<tr>
<td>loaders)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crane &amp; Grapple Operator</td>
<td>$106.15</td>
<td>$148.60</td>
</tr>
<tr>
<td>Climber</td>
<td>$106.15</td>
<td>$148.60</td>
</tr>
<tr>
<td>Groundsmen/General Labor</td>
<td>$74.60</td>
<td>$105.85</td>
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<tr>
<td>Foreman</td>
<td>$90.40</td>
<td>$126.60</td>
</tr>
<tr>
<td>Flagger</td>
<td>$78.55</td>
<td>$110.00</td>
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</tbody>
</table>

**Arborist Equipment Per Hour**

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Hourly Rate</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pesticide Applicator/Spraying Rig</td>
<td>$74.60</td>
<td>$105.85</td>
</tr>
<tr>
<td>Backpack Sprayer</td>
<td>$21.55</td>
<td>$30.20</td>
</tr>
</tbody>
</table>

Please Note: All tree prices are approximate and prices may vary depending on hazardous conditions such as climate, electrical hazards or any other hazardous conditions. Any additional equipment or personal will be charged accordingly. MISC. equipment includes chainsaws, pole saws, ropes, pulleys, blowers, weed trimmers, climbing saddle, spikes, cleaning and or climbing equipment. These are all used on an as needed basis.
RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission approve the attached resolution authorizing the Executive Director to negotiate and enter into an agreement with Kimley-Horn and Associates, Inc to perform transit enhancements to the Santa Cruz County Travel Demand Model up to a maximum of $20,000.

BACKGROUND

The Santa Cruz County Travel Demand Model (SCCModel) was completed in 2016 in order to forecast future travel patterns throughout Santa Cruz County (SCC). The model can be used to assess how changes in population, employment, demographics and transportation infrastructure affect travel patterns within the county.

A Santa Cruz County scale model as opposed to the AMBAG region-wide model is the most appropriate mechanism to assess finer-scale transportation impacts in Santa Cruz County as a result of multimodal investments. The SCCModel will identify what transportation investments would provide the greatest benefits to sustainability goals. The initial reasons for developing the SCCModel were to support development of the Unified Corridors Investment Study and to analyze the transportation impacts of multimodal transportation and land use programs and projects within the County of Santa Cruz. The SCC Model is a four-step travel demand model based on the TransCAD platform. The development of the SCCModel was funded by RTC, Santa Cruz County and Caltrans through a Partnership Planning Grant.

DISCUSSION

An outcome from the Unified Corridor Investment Study, completed in January 2019, was to work jointly with Santa Cruz Metropolitan Transit District to perform an alternatives analysis of high-capacity public transit on the Santa Cruz Branch Rail Line. The SCCModel will be one of the tools that will be utilized in the Alternatives Analysis in order to evaluate the performance metrics. Staff recommends hiring Kimley-Horn and Associates, Inc. to update the SCCModel with transit enhancements to the model in order to better utilize the model for the Alternatives Analysis. Kimley-Horn was the consultant for the Unified Corridor
Investment Study. They are very familiar with the Santa Cruz County travel demand model and how best to update the model to enhance the transit component. The SCCModel has been and will continue to be utilized by the County of Santa Cruz and the other local jurisdictions in their work on their General Plans and in evaluating transportation impacts in CEQA and meeting the requirements of SB 743. A draft contract (Exhibit 1 to Attachment A) is under review by RTC General Counsel.

FISCAL IMPACT

The cost of the transit enhancements to the SCCModel will be a maximum of $20,000. These funds are available from the Transit Development Act as shown in the proposed amendment to the FY2020 budget that is being presented to the RTC at this meeting.

SUMMARY

The Santa Cruz County Travel Demand Model was completed in 2016 to assess finer-scale transportation impacts in Santa Cruz County as a result of multimodal investments and to identify what transportation investments would provide the greatest benefits to sustainability goals. Staff recommends hiring Kimley-Horn to provide transit enhancements to the SCCModel.

Attachments:

1. Resolution authorizing the Executive Director to enter into a contract with Kimley Horn
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES INC IN AN AMOUNT NOT TO
EXCEED $20,000 EFFECTIVE FROM NOVEMBER 7, 2019 TO JANUARY 31, 2020 FOR
TRANSIT ENHANCEMENTS TO THE SANTA CRUZ COUNTY TRAVEL DEMAND MODEL

WHEREAS, the Regional Transportation Commission (RTC) is working to develop a
sustainable transportation system that will improve access, reduce greenhouse gas
emissions, improve multimodal network quality, improve travel time reliability, improve
safety, and provide more transportation choices as established by the 2040 Regional
Transportation Plan;

WHEREAS, the Santa Cruz County travel demand model (SCCModel) supports
analysis of multimodal projects and sustainable transportation policies;

WHEREAS, the Alternatives Analysis of High Capacity Public Transit on the Rail
Right-of-Way will utilize the SCCModel to help distinguish the benefits of the various
alternatives analyzed;

WHEREAS, the SCCModel provides useful functions to the County of Santa Cruz
and the other local jurisdictions in their work including meeting the requirements of SB
743; and

WHEREAS, funds are available in the FY 2019-20 budget for the transit
enhancements to the model.

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

1. The Executive Director is authorized to negotiate and execute a contract with
Kimley-Horn and Associates Inc., subject to final review and approval by RTC
General Counsel, for an amount not to exceed $20,000 with a term ending on
January 31, 2020 for transit enhancements to the Santa Cruz County travel
demand model.

EXHIBIT 1: Draft Contract with Scope of Work

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS
Bruce Mc Pherson, Vice Chair

ATTEST:

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC Alternatives Analysis Project Manager

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DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _________, 2019 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter called CONSULTANT for Santa Cruz County Travel Demand Model – Transit Enhancements. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill to accomplish the following results: Santa Cruz County Travel Demand Model – Transit Enhancements, 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>Michael Schmitt</td>
<td>Kimley-Horn &amp; Associates, Inc.</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Chris Gregerson</td>
<td>Kimley-Horn &amp; Associates, Inc.</td>
<td>Asst Project Manager</td>
</tr>
</tbody>
</table>

   No person named in paragraph B of this Section, 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 COMMISSION. Such consent shall not be unreasonably withheld.

   C. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
      1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the 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) The 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, dated October 29, 2019 attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Fee Schedule and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

   A. The method of payment for this contract will be based on actual cost plus a fixed fee.

      COMMISSION will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Fee Schedule, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COMMISSION’s approved overhead rate set forth in the Fee Schedule. In the event, that COMMISSION determines that a change to the work from that specified in the Fee Schedule and contract is required, the contract time or actual costs reimbursable by COMMISSION shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.
B. In addition to the allowable incurred costs, COMMISSION will pay CONSULTANT a fixed fee of 10% of the total direct labor costs, fringe benefits, and indirect costs. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. 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 (DPA) rules or to employees under current U.S. General Service Administration rules. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Fee Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate or shifting hours between tasks.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COMMISSION shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 5 Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit 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. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule and shall reference this contract number and project title.

   The invoices must include the following information:
   1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
   2. Itemized expenses incurred during the billing period;
   3. Total invoice/payment requested, specifically noting the amount of retention, if any;
   4. Total amount previously paid under this Agreement;
   5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
   6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.

   CONSULTANT's final invoice must be submitted within 60-calender days after acceptance of the CONSULTANT’s work by the Contract Manager. 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:
H. The total amount payable by COMMISSION including the fixed fee shall not exceed $20,000.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Fee Schedule and is approved by COMMISSION’s Contract Manager. 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.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

3. **RETENTION OF FUNDS.**

   A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

   B. The COMMISSION shall hold retainage, in the amount of ten percent (10%) of the amount of each progress payment due, from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the COMMISSION, of the contract work, and pay retainage to the prime consultant based on these acceptances, within 45 days of receipt of a written demand for payment therefore. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COMMISSION. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COMMISSION’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

4. **TERM.**

   A. This Agreement shall go into effect on the date of the last signature as authorized by the COMMISSION governing board on November 7, 2019 and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The Agreement shall end on January 31, 2020, unless earlier terminated or extended by contract amendment.

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

5. **TERMINATION.**

   A. COMMISSION reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

   B. COMMISSION may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this contract with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this contract 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.

C. The maximum amount for which the COMMISSION shall be liable if this contract is terminated is $1000.

D. COMMISSION may terminate this Agreement 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.

E. CONSULTANT may terminate this Agreement 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 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. CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT; 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, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. SAFETY.

A. The CONSULTANT shall comply with OSHA 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.

B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel and any subcontractors must submit and comply with the “right-of-entry agreement” with 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.

C. 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. 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 and the protection of the traveling public from injury and damage from such vehicles.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.
8. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects 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.

   2) Automobile Liability Insurance for each of CONSULTANT’S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT’S employees), leased or hired vehicles, in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage.

   3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of one 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 ($2,000,000) 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 one million dollars ($1,000,000) combined single limit, 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 Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. **Other Insurance Provisions**
   1) If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. 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 officials, employees, agents and volunteers, and Santa Cruz and Monterey Bay (SC&MB) Railroad, 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 Agreement.

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 Agreement 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 CONSULTANT’s obligation to provide them. All Certificates of Insurance and 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 Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document 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.

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 Agreement, 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 Agreement, 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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

   A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

   B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

   C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. In addition, the CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT’S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the California Department of Transportation, at http://www.dot.ca.gov/obeo/index.html.

F. 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 section.

G. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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

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 federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; 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. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

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

   B. 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.** 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

   B. **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.

   C. 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.
D. By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COMMISSION.

19. RETENTION OF RECORDS/AUDIT. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The state, State Auditor, COMMISSION, FHWA, or any duly authorized representative of the Federal Government 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. 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.

Subcontracts in excess of $25,000 shall contain this provision.

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.

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 Agreement 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 Agreement 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.
A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

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

C. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section D below. If copyrights are permitted, the agreement shall provide that the FHWA/FTA and Department 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.

D. 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.

E. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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. 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 Agreement 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 Agreement and shall comply with COMMISSION’s instructions.
   A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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. **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.
   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 Board of 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 fee schedules 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 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, fee schedule, 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.
30. **SUBCONTRACTING.**
   A. 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.
   B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.
   C. CONSULTANT shall pay its subconsultants within seven (7 calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
   D. 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. **Prompt Progress Payment to Subconsultants:**
      A prime contractor or subcontractor shall pay to any subcontractor not later than 7-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the COMMISSION’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
   G. **Prompt Payment of Withheld Funds to Subcontractors:**
      No subconsultant retainage will be held by the COMMISSION from progress payments due the prime CONSULTANT. Any retainage kept by the prime CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 30 days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COMMISSION’s prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subcontractor to the penalties, sanctions, and remedies specified in 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 subcontractor in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontractor performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subcontractors. This clause shall be included in any subcontracts.
   H. 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.
   I. 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
Agreement 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.

J. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

31. 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 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: “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.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

32. STATE PREVAILING WAGE RATES
A. The State of California’s General Prevailing Wage Rates are not applicable to this contract.

33. 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 obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The CONSULTANT, subrecipient 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 Agreement, which may result in the termination of this Agreement 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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. 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).

F. A DBE performs a Commercially Useful Function (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. To 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 Administrator 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 Administrator.

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 Administrator within 30 days.

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

M. 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 provides prior authorization approving a request for termination or substitution of a listed DBE, the contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.
34. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this Agreement 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 Agreement 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.

35. **BROKERAGE OR OTHER FEES.** CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. 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.”

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

**CONSULTANT:**
Kimley-Horn and Associates, Inc.
Michael Schmitt, Project Manager
55 Capitol Mall, Sacramento, CA, 95814
Michael.schmitt@kimley-horn.com

**COMMISSION:**
Santa Cruz County Regional Transportation Commission (SCCRTC)
Ginger Dykaar, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060
gdykaar@sccrtc.org

37. **COMPLETE AGREEMENT.**
   A. **AGREEMENT:** The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.
   C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s)

Attachments are:
- Exhibit A: Scope of Services
- Exhibit B: Project Schedule
- Exhibit C: Fee Schedule
- Exhibit D:Disclosure of Lobbying Activities, Standard Form (*LAPM, Exhibit 10-Q*)
- Exhibit E: Levine Act Statement
- Exhibit F: Consultant Contract DBE Commitment (*LAPM, Exhibit 10-O2*)
- Exhibit G: Consultant Certification of Contract Costs and Financial Management System (*LAPM, Exhibit 10-K*)
- Certificate of workers compensation insurance
- Certificate of liability insurance (should include min. $1M auto, $1M comprehensive or gen liability per occurrence and $2M in aggregate)
- Certificate of professional liability insurance (min $1M)
- W-9 Taxpayer Identification Number and Certification

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 effective date of this agreement is the last date of signature below.

1. CONSULTANT
   
   By: _______________________________  By:________________________________
   
   Frederik Venter, Associate        Guy Preston, Executive Director

   _________________________________        ________________________________
   Date         Date

Company:  Kimley-Horn and Associates, Inc
Address:  555 Capitol Mall
          Sacramento, CA, 95814
Telephone: 916-858-5800
Email:  michael.schmitt@kimley-horn.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

   By:________________________________

   Guy Preston, Executive Director

   ________________________________
   Date

3. APPROVED AS TO INSURANCE:

   ________________________________
   Administrative Services Officer

   ________________________________
   Date

4. APPROVED AS TO FORM:

   ________________________________
   COMMISSION Counsel

   ________________________________
   Date

DISTRIBUTION:
- RTC Fiscal & Contract Manager
- CONSULTANT

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SCOPE OF SERVICES

Task 1: Project Coordination

Task 1.1: Check-In Meetings

Consultant will coordinate with RTC staff every two weeks and more as needed to discuss progress on model update, project schedule and deliverables. Monthly written progress reports will be submitted to the RTC contract manager with each invoice. Each report will itemize tasks completed, amount of funds spent and achievement of overall objectives.

Deliverable 1.1.1: Teleconference meetings every 2 weeks and additional meetings as needed.
Deliverable 1.1.2: Monthly progress reports with each invoice.

Task 2: Transit Enhancement of Santa Cruz County Travel Demand Model (SCCModel)

Task 2.1: Update the Transit Component of the SCC Model

The SCCModel is a 4-step travel demand model using the TransCAD platform. The Santa Cruz County Travel Demand Model is designed to forecast future travel patterns on both roadway and transit routes throughout Santa Cruz County (SCC). The model can be used to assess how changes in population, employment, demographics and transportation infrastructure affect travel patterns within the county. The data for the 2010 SCCModel comes from a multitude of sources including the Census 2010 data, the American Community Survey data, and the Association of Monterey Bay Area Governments (AMBAG) travel demand model. Data used for estimation, calibration and validation of the SCCModel includes the 2012 California Household Travel Survey (CHTS), the 2012 Transit On-Board Survey and traffic count data collected by Caltrans and others.

There are two documents that provide detailed information about the SCCModel, the SCC Model Development Report and the SCC Model User Guide. The Model Development Report provides information on the main input data sources, descriptions of the model components and methodologies, and model calibration and validation results. The SCC Model User Guide provides detailed instructions of how to run the model, and information on the input and output files. The model was developed by Fehr & Peers with a base year of 2010 and updated by Kimley-Horn to a 2015 base year model.

The consultant shall enhance the transit component of the 2015 SCCModel to allow for improved transit modeling for the future year scenario. In addition to enhancing the transit ridership forecasting, the mode choice portion of the model will be reviewed to improve the reasonableness for mode split calculations. Consultant will
summarize the model modifications in a brief technical memorandum and provide RTC with an updated version of the model and script files.

**Deliverable 2.1.1:** 2035 and 2040 future year SCCModel with transit enhancements. Brief technical memorandum summarizing model modifications.
## Exhibit B - Project Schedule

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<td>886,090</td>
<td>887,855</td>
<td>905,653</td>
<td>17,798</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>1,276,595</td>
<td>1,279,137</td>
<td>1,069,443</td>
<td>-209,694</td>
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<tr>
<td>NOVEMBER</td>
<td>577,500</td>
<td>578,651</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>905,920</td>
<td>907,724</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>JANUARY</td>
<td>877,694</td>
<td>879,442</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>816,270</td>
<td>817,896</td>
<td>-</td>
<td>-</td>
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<tr>
<td>MARCH</td>
<td>861,435</td>
<td>863,150</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>APRIL</td>
<td>847,201</td>
<td>848,888</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MAY</td>
<td>607,386</td>
<td>608,595</td>
<td>-</td>
<td>-</td>
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<tr>
<td>JUNE</td>
<td>912,189</td>
<td>914,006</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10,147,019</td>
<td>10,167,228</td>
<td>3,681,849</td>
<td>-67,028</td>
</tr>
</tbody>
</table>

Note:

I:\FISCAL\TDA\MonthlyReceipts\FY2020\[FY2020 TDA Receipts.xlsx]FY2019
### Key/Object Rate

<table>
<thead>
<tr>
<th>Key/Object</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>Total</th>
<th>Year End Adjustment</th>
<th>Adjusted Total</th>
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</thead>
<tbody>
<tr>
<td>729000/40186</td>
<td>2,191,712.62</td>
<td>1,401,059.59</td>
<td>1,983,801.16</td>
<td>2,310,258.96</td>
<td>7,886,832.33</td>
<td>0.00</td>
<td>7,886,832.33</td>
</tr>
</tbody>
</table>

### BOE Fees

- **JULY:** 1,338,299.59
- **AUGUST:** 1,983,801.16
- **SEPTEMBER:** 2,310,258.96
- **OCTOBER:** 7,886,832.33
- **TOTAL ADJUSTMENT:** 0.00

### Administration & Implementation

- **Administration - Salaries & Benefits:** 1%
- **O/H Admin:** 9,855.87
- **Salaries & O/H Implementation & Oversight:** 9,855.87
- **Services & Supplies:** 15,000.00

### Total Administration & Implementation

- **Subtotal:** 66,936.75
- **TOTAL:** 2,124,775.87

### TO Distribute to Investment Categories

- **1. Neighborhood:** 30%
  - **SLV SR9:** Fixed $27,777.78
  - **HWY 17 Wildlife:** Fixed $13,888.89
- **2. HWY Corridors:** 25%
- **3. Transit/Paratransit:** 20%
- **4. Active Transportation:** 17%
- **5. Rail Corridor:** 8%

### DISTRIBUTED TO INVESTMENT CATEGORIES

- **Subtotal:** 2,124,775.87
- **TOTAL:** 2,124,775.87

### Total Administration & Implement and Investment Categories

- **Subtotal:** 2,124,775.87
- **TOTAL:** 2,124,775.87
AGENDA: November 7, 2019

TO: Regional Transportation Commission (RTC)

FROM: Luis Pavel Mendez, Deputy Director

RE: Nominating Committee for 2019 RTC Chair and Vice Chair

____________________________________________________

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) concur with Chair Bottorff’s appointment of Commissioners Bottorff, Leopold and Coffman-Gomez as the RTC nominating committee to nominate the RTC Chair and Vice Chair for 2020.

____________________________________________________

BACKGROUND

Under Section II the Santa Cruz County Regional Transportation Commission (RTC) Rules & Regulations states:

“The Commission shall, at its regular meeting in December of each year, choose one of its members to serve as Chair and one of its members to serve as Vice Chair, to serve for one year, beginning in January, or until the election of their successors.

... The Chair shall preside at the meeting of the Commission. If s/he is absent or unable to act, the Vice Chair shall serve until the Chair returns or is able to act. The Vice Chair has all the powers and duties of the Chair while acting as Chair. The Vice Chair shall preside at the TPW meetings and if the Vice Chair is absent, the Chair shall preside at the TPW meetings. If both the Chair and Vice Chair are absent from a meeting, the Executive Director shall open the meeting and the Commission shall elect a Chair to preside only at that meeting.”

____________________________________________________

DISCUSSION

Each November, to prepare for choosing a Chair and Vice Chair at the December RTC meeting, the RTC Chair appoints a nominating committee to nominate a Chair and Vice Chair. This is considered an ad-hoc committee. Generally, the nominating committee is composed of the RTC Chair and two other commissioners and meets once between the November and December RTC meetings to decide on whom to nominate for the positions. The nominations are then presented to the RTC at its December meeting. Nominations may also be made by others at December RTC meeting.

Chair Bottorff has appointed Commissioners Leopold, Coffman-Gomez and himself to serve on the RTC’s nominating committee. Per the RTC Rules and Regulations
appointments to committees made by the RTC Chair require concurrence of the Commission. Therefore, **Staff recommends that the RTC concur with Chair Bottorff’s appointment of Commissioners Bottorff, Coffman-Gomez and Leopold to the RTC nominating committee to nominate the RTC Chair and Vice Chair for 2020.**

**Fiscal Impact**

The recommended action does not have a fiscal impact.

**SUMMARY**

Per the RTC’s Rules & Regulation an RTC Chair and Vice Chair are elected at its December meeting; therefore, in November a nominating committed is appointed by the RTC Chair to nominate a chair and vice chair at the December meeting. Staff recommends that the RTC concur with Chair Bottorff’s appointments to the RTC nominating committee.
Santa Cruz County Regional Transportation Commission
THREE MONTH MEETING SCHEDULE

November 2019
Through
January 2020

All meetings are subject to cancellation when there are no action items to be considered by the board or committee. Please visit our website for meeting agendas and locations [www.sccrtc.org/meetings/](http://www.sccrtc.org/meetings/)

<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>11/4/19</td>
<td>Monday</td>
<td>Bicycle Advisory Committee</td>
<td>6:00 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>11/5/19</td>
<td>Tuesday</td>
<td>Elderly &amp; Disabled TAC</td>
<td>1:30 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>11/7/19</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>City of Watsonville Council Chambers</td>
</tr>
<tr>
<td>11/21/19</td>
<td>Thursday</td>
<td>Transportation Policy Workshop</td>
<td>9:00 am</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>11/21/19</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>12/05/19</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>County Board of Supervisors Chambers</td>
</tr>
<tr>
<td>12/9/19</td>
<td>Monday</td>
<td>Bicycle Advisory Committee</td>
<td>6:00 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>12/10/19</td>
<td>Wednesday</td>
<td>Elderly &amp; Disabled TAC</td>
<td>1:30 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>12/19/19</td>
<td>Thursday</td>
<td>Transportation Policy Workshop</td>
<td>9:00 am</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>12/19/19</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Commission Offices</td>
</tr>
<tr>
<td>01/16/20</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>City of Santa Cruz Council Chambers</td>
</tr>
<tr>
<td>01/16/20</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Commission Offices</td>
</tr>
</tbody>
</table>

RTC Commission Offices – 1523 Pacific Ave. – Santa Cruz, CA
Board of Supervisors Chambers/Redwood Conference room – 701 Ocean St-5th floor – Santa Cruz, CA
City of Santa Cruz Council Chambers – 809 Center St – Santa Cruz
City of Watsonville Council Chambers – 275 Main St Suit 400- Watsonville, CA

24-1
<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>
<th>Organization</th>
<th>First</th>
<th>Last</th>
<th>Organization</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/14/19</td>
<td>Email</td>
<td>Incoming</td>
<td>n/a</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Michael</td>
<td>Pisano</td>
<td>Citizen</td>
<td>By adding Micromobility in SC County will definitely get cars off the road, lower congestion, and lower our carbon footprint and offer a healthy transportation alternative.</td>
</tr>
<tr>
<td>09/20/19</td>
<td>Letter</td>
<td>Incoming</td>
<td>n/a</td>
<td>Rachel</td>
<td>Moriconi</td>
<td>SCCRTC</td>
<td>Matt</td>
<td>Machado</td>
<td>SC County Director of Public Works</td>
<td>Aptos Village Plan Improvements Project Request for Funding Shift.</td>
</tr>
<tr>
<td>09/25/2019</td>
<td>Email</td>
<td>Incoming</td>
<td>T.Travers</td>
<td>Thomas</td>
<td>Travers</td>
<td>SCCRTC</td>
<td>Rene</td>
<td>Netter</td>
<td>Citizen</td>
<td>Bike to school infrastructure on the Westside - bike through</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>Email</td>
<td>Outgoing</td>
<td>n/a</td>
<td>Rosie</td>
<td>Flores</td>
<td>Dept. of Transportation</td>
<td>Tracy</td>
<td>New</td>
<td>SCCRTC</td>
<td>Department of Transportation Reconciliation Letter for FY2018-2019</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>Email</td>
<td>Incoming</td>
<td>n/a</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Michael</td>
<td>Pisano</td>
<td>Citizen</td>
<td>RTC Received Quick Time Study Chart for a Healthier &amp; Sustainable Solution.</td>
</tr>
<tr>
<td>10/1/2019</td>
<td>Email</td>
<td>Incoming</td>
<td>G.Dykaar</td>
<td>Ginger</td>
<td>Dykaar</td>
<td>SCCRTC</td>
<td>Carey</td>
<td>Pico</td>
<td>Citizen</td>
<td>Why does the RTC keep wasting money on expensive studies better hold off on spending taxpayer money until a realistic plan is put forward.</td>
</tr>
<tr>
<td>10/2/2019</td>
<td>Email</td>
<td>Incoming</td>
<td>D. Ortega</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Frank</td>
<td>Anderson</td>
<td>Citizen</td>
<td>RTC Planning</td>
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<tr>
<td>10/2/2019</td>
<td>Letter</td>
<td>Outgoing</td>
<td>n/a</td>
<td>Various</td>
<td>Various</td>
<td>Various</td>
<td>Joanna</td>
<td>Edmonds</td>
<td>SCCRTC</td>
<td>Letter sent out to members of the public in regards to SC County Community Safety Net Services - CORE Grant Program Funding Tools</td>
</tr>
<tr>
<td>10/4/2019</td>
<td>Letter</td>
<td>Outgoing</td>
<td>n/a</td>
<td>Daryl</td>
<td>Jordan</td>
<td>SV Public Works</td>
<td>Sarah</td>
<td>Christensen</td>
<td>SCCRTC</td>
<td>County Wide Bike Signage Project is Completed</td>
</tr>
<tr>
<td>10/4/19</td>
<td>Letter</td>
<td>Outgoing</td>
<td>n/a</td>
<td>Matt</td>
<td>Machado</td>
<td>County SC Public Works</td>
<td>Sarah</td>
<td>Christensen</td>
<td>SCCRTC</td>
<td>County Wide Bike Signage Project is Completed</td>
</tr>
<tr>
<td>10/4/19</td>
<td>Letter</td>
<td>Outgoing</td>
<td>n/a</td>
<td>Mark</td>
<td>Dettle</td>
<td>City of SC Public Works</td>
<td>Sarah</td>
<td>Christensen</td>
<td>SCCRTC</td>
<td>County Wide Bike Signage Project is Completed</td>
</tr>
<tr>
<td>10/7/19</td>
<td>Email</td>
<td>Incoming</td>
<td>S.Munz</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Kirk</td>
<td>Reistrofer</td>
<td>Citizen</td>
<td>Planning on visiting Santa Cruz and would like an online site to where I can find maps and/or up to date information about the MBSST.</td>
</tr>
<tr>
<td>10/20/19</td>
<td>Email</td>
<td>Incoming</td>
<td>S.Munz</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Mike</td>
<td>Saint</td>
<td>Citizen</td>
<td>Time to speak at the 10/23 AUX lane scoping meeting</td>
</tr>
<tr>
<td>10/20/19</td>
<td>Email</td>
<td>Ingoing</td>
<td>n/a</td>
<td>Shannon</td>
<td>Munz</td>
<td>SCCRTC</td>
<td>Michael</td>
<td>Pisano</td>
<td>Citizen</td>
<td>By adding Micromobility in SC County will definitely get cars off the road, lower congestion, and lower our carbon footprint and offer a healthy transportation alternative.</td>
</tr>
</tbody>
</table>
### PROJECTS UNDER CONSTRUCTION

<table>
<thead>
<tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Santa Cruz 1 CAPM and Bridge Rails (1C85U)</strong></td>
<td>In and near Santa Cruz from North Aptos 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 – May 2020</td>
<td>$19 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>1C85U combines two projects 1C850 and 1F520 for construction. Ten Accessible Pedestrian Signal (APS) locations also added to 1C85U. Construction is underway and scheduled for completion in May 2020.</td>
</tr>
<tr>
<td>2. <strong>Highway 9 Spring Creek Road Soldier Pile Wall (1K140)</strong></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</td>
<td>$2.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>Gordon N. Ball, Inc. Alamo, CA</td>
<td>Construction is scheduled to be completed Spring 2020</td>
</tr>
<tr>
<td>3. <strong>Highway 9 Shoulder Widening, Guardrail Upgrades, and Center Rumble Strips (1C650)</strong></td>
<td>North of Boulder Creek to south of SR 35 (PM 22.1-23.8)</td>
<td>Shoulder widening, guardrail upgrades, and center rumble strips</td>
<td>March 18, 2019</td>
<td>$7.7 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>Construction started March 18, 2019 and is scheduled to be completed December 2020.</td>
</tr>
<tr>
<td>4. <strong>Highway 17 Pasatiempo Shoulder Widening (1C670)</strong></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</td>
<td>Graniterock Company Watsonville, CA</td>
<td>Retaining wall construction has begun.</td>
</tr>
<tr>
<td>5. <strong>Highway 17 Storm Water Mitigation (0Q600)</strong></td>
<td>North of the Fishhook to Sims Road (PM 0.7-1.4)</td>
<td>Construct multiple storm water improvements</td>
<td>Winter 2017-May 10, 2019</td>
<td>$7.4 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>Graniterock, Watsonville, CA</td>
<td>Project is completed and accepted on May 10, 2019.</td>
</tr>
</tbody>
</table>
## PROJECTS UNDER CONSTRUCTION (Cont’d.)

<table>
<thead>
<tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Highway 17 North Route 17 CAPM (1F760)</td>
<td>Scotts Valley from just north of the Granite Creek Road over-crossing to SCL (PM 6.0/12.5)</td>
<td>Maintenance pavement overlay</td>
<td>Spring 2019</td>
<td>$19 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing</td>
<td>Construction is underway and is scheduled to be completed November 2020.</td>
</tr>
<tr>
<td>7.</td>
<td>Highway 152 Americans with Disabilities Act (ADA) (1E020)</td>
<td>Near Watsonville from Wagner Avenue to south of Holohan Road (PM 1.3-R2.0)</td>
<td>Install sidewalks for ADA compliance</td>
<td>Spring 2019</td>
<td>$1.9 million</td>
<td>SHOPP</td>
<td>Mike Lew</td>
<td>Project was completed on 9-18-19.</td>
</tr>
<tr>
<td>8.</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>January 2019</td>
<td>$1.8 million</td>
<td>SHOPP</td>
<td>Mike Lew</td>
<td>The project was awarded to Crosstown Electrical &amp; Data, Inc and is scheduled to begin sometime this month.</td>
</tr>
</tbody>
</table>

## PROJECTS IN DEVELOPMENT

<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>9.</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>PA&amp;ED</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>10. 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 SB-1</td>
<td>Brandy Rider</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
</tr>
<tr>
<td>11. 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>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td></td>
</tr>
<tr>
<td>12. 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 SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and environmental phase.</td>
</tr>
<tr>
<td>13. 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>
</tr>
<tr>
<td>14. Highway 9 PM 1.0 and 4.0 Viaduct (1K120)</td>
<td>Near SCr north of Vemon Street (PM 1/1)</td>
<td>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>
</tr>
<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>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>15. 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)</td>
<td>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>
</tr>
<tr>
<td>16.</td>
<td>Near Boulder Creek, at San Lorenzo River Bridge and at Kings Creek Bridge (PM 13.6/15.5)</td>
<td>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>
</tr>
<tr>
<td>17.</td>
<td>Near Boulder Creek about 1.1 miles south of the SR 236/9 Junction (PM 19.97)</td>
<td>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>
</tr>
<tr>
<td>18.</td>
<td>From Laurel Road to just north of Laurel Road (PM 9.442-9.692)</td>
<td>Construct wildlife undercrossing</td>
<td>2020</td>
<td>$5.6 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
<td>Project is in design and on schedule.</td>
</tr>
<tr>
<td>19.</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>
<td></td>
</tr>
</tbody>
</table>
# PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
<thead>
<tr>
<th>No.</th>
<th>Project Description</th>
<th>Location</th>
<th>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>20.</td>
<td>Highway 152 Corralitos Creek ADA (05-1F620)</td>
<td>Near Watsonville, East of Beverly Drive to Holohan / College Road (PM 1.9 to R2.0)</td>
<td></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 50% complete for the PA&amp;ED stage.</td>
</tr>
<tr>
<td>21.</td>
<td>Crosswalks and Pedestrian Safety Enhancements (1G760)</td>
<td>Various Locations: Highways 1, 9, 129, and 152</td>
<td></td>
<td>Install Electrical / Signs / Markings / Pavement</td>
<td>Fall/Winter 2019</td>
<td>$1.2 million</td>
<td>SHOPP</td>
<td>Ken Dostalek</td>
<td>PS&amp;E</td>
<td>Project is at 100% PS&amp;E SCR 1 @ PM 18.8 (Laurent Street) SCR 9 @ PM 6.39 (near Kirby Street) SCR 9 @ PM 9.51 (Main Street) SCR 129 @ PM 0.23 (near SR1) SCR 152 @ PM T3.161 (Marchant Street)</td>
</tr>
<tr>
<td>22.</td>
<td>Santa Cruz 1 CAPM and Bridge Rails (1C85U)</td>
<td>In and near Santa Cruz from North Aptos up to Jct. Route 9 PM (10.2 to 17.5)</td>
<td></td>
<td>Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge</td>
<td>January 2019 - June 2023</td>
<td>$19 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td>1C85U combines two projects 1C850 and 1F520 for construction. Ten Accessible Pedestrian Signal (APS) locations also added to 1C85U. These APS locations are being removed from 1G160</td>
</tr>
<tr>
<td>23.</td>
<td>Highway 236 Heart Hill Wall (1M450)</td>
<td>Near Boulder Creek (PM 5.4)</td>
<td></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 just kicking off PID 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
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>RW</td>
<td>Right of Way</td>
</tr>
<tr>
<td>SBI</td>
<td>Senate Bill 1, the Road Repair and Accountability Act of 2017</td>
</tr>
<tr>
<td>SCL</td>
<td>Santa Clara County Line</td>
</tr>
<tr>
<td>SHOPP</td>
<td>State Highway Operation and Protection Program</td>
</tr>
<tr>
<td>SR</td>
<td>State Route</td>
</tr>
<tr>
<td>STIP</td>
<td>State Transportation Improvement Program</td>
</tr>
<tr>
<td>TMS</td>
<td>Traffic Management System</td>
</tr>
</tbody>
</table>
TO: Regional Transportation Commission
FROM: Sarah Christensen, P.E., Senior Transportation Engineer
RE: Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard Interchanges

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Authorize the Executive Director to enter into negotiations with Caltrans for a cooperative agreement outlining the responsibilities of the RTC and Caltrans District 5 for the environmental phase of the Highway 1 State Park/Freedom Auxiliary Lanes and Bus on Shoulder Project.

2. Authorize the Executive Director to issue a Request for Proposals (RFP) to procure a professional engineering consultant to prepare the preliminary engineering and environmental documentation for the Highway 1 State Park/Freedom Auxiliary Lanes and Bus on Shoulder Project.

BACKGROUND

The Highway 1 Corridor Investment Program was developed to relieve congestion and improve access to/from Highway 1 through Santa Cruz County. The program of projects includes auxiliary lanes, bus on shoulder improvements, and bicycle and pedestrian overcrossings. Future projects within the program include interchange modifications, ramp metering, and High Occupancy Vehicle (HOV) lanes. The Highway Corridor Program of Measure D comprises 25% of the funds with an Expenditure Plan that includes auxiliary lanes between Soquel Avenue/Drive and State Park Drive interchanges, bicycle and pedestrian overcrossings, traveler information and transportation demand management, and Highway Safety and Congestion Reduction.

The RTC, in cooperation with Caltrans and the Federal Highway Administration (FHWA), prepared a combined Environmental Impact Report/Environmental Assessment (EIR/EA) for the Tier I programmatic-level long range vision for the Highway 1 corridor and the Tier II (project level) 41st/Soquel Auxiliary Lanes and Bike/Ped Overcrossing Project. The Final EIR/EA was certified in January 2019.

In 2018 the RTC advanced and implemented the final design for the Highway 1 41st/Soquel Auxiliary Lanes, Bus on Shoulder, and Bike/Ped Overcrossing Project to achieve project readiness for funding opportunities, which is scheduled to be
construction-ready in 2020 pending availability of funds for construction. Staff plans to apply for construction funds in cycle 2 of the Senate Bill 1 (SB1) Solutions for Congested Corridors (SCCP) and Local Partnership Program-Competitive (LPP-c) programs, with applications estimated to be due in early 2020. Cycle 2 of the SCCP and LPP-c program will allocate funds over FY 20/21, 21/22, and 22/23.

Earlier this year the RTC entered into a Cooperative Agreement with Caltrans and awarded a consultant contract for the preliminary engineering and environmental phase of the Highway 1 Bay/Porter to State Park Auxiliary Lanes and Bus on Shoulder Project which is underway. This project is scheduled to be construction-ready in 2022. Staff is targeting cycle 3 of the SCCP and LPP-c program to help fund the construction of this project. Cycle 3 of the SCCP and LPP-c program over FY 22/23, 23/24, and 24/25. Staff anticipates cycle 3 of these programs to have a call for projects in about 25 months.

DISCUSSION
The Highway 1 Corridor Investment Program includes auxiliary lanes from Santa Cruz to Aptos, with existing auxiliary lanes between the Highway 1/17 interchange and the Soquel Avenue/Drive interchange. Projects currently under development will extend the auxiliary lanes south to the State Park Drive interchange in Aptos and implement bus on shoulder improvements between the Morrissey Boulevard and State Park Drive interchanges. Two additional sets of auxiliary lanes remain in the program, between the State Park Drive and Rio Del Mar interchanges, and from Rio Del Mar to Freedom Boulevard interchanges in Aptos.

Staff recently developed the scope of work, cost, and schedule for the auxiliary lanes and bus on shoulder improvements between State Park Drive and Freedom Boulevard interchanges as a single project, which will complete the auxiliary lanes and bus on shoulder facility in the program. The project fact sheet is included as Attachment 1. This project is consistent with the preferred scenario in the Unified Corridor Investment Study (UCS) adopted by the RTC earlier this year.

The project improvements include auxiliary lanes in both directions between State Park Drive and Freedom Boulevard interchanges, widening of the Highway 1 Bridge over Aptos Creek and Spreckles Drive, and replacement of two existing railroad bridges over Highway 1. It is proposed to replace the two existing railroad bridges with longer span bridges to provide sufficient space for the additional lanes along Highway 1 and able to accommodate both high-capacity public transit with an adjacent bicycle and pedestrian trail. The alternatives analysis for high-capacity public transit is underway, and is expected to be completed in early 2021.

Environmental clearance is a requirement for competitive SB 1 SCCP and LPP-c funding applications. Therefore, it is necessary to start this work soon in order to complete the environmental phase for SCCP and LPP-c cycle 3 grant application deadlines, which is expected in about 25 months. Capacity is available in the Measure D Highway Corridors Program and the RTC’s share of LPP(f) funds for the preliminary engineering and environmental phase of this project.
Staff recommends beginning the environmental phase of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between the State Park Drive and Freedom Boulevard interchanges in order to reach environmental clearance prior to the SB 1 SCCP and LPP-c cycle 3 application deadlines expected in 25 months. This project is consistent with the preferred scenario in the Unified Corridor Investment Study (UCS) adopted by the RTC earlier this year and would complete the auxiliary lanes projects in the program. **Staff recommends the Commission authorize the Executive Director to issue an RFP and bring a consultant contract to the Commission for approval in early 2020, and begin negotiations with Caltrans for a Cooperative Agreement with Caltrans for the environmental phase of this project, assuming the RTC as the implementing agency and Caltrans as the lead agency under CEQA and providing oversight.**

**FISCAL IMPACT**
There are no fiscal impacts to commence negotiations on a cooperative agreement with Caltrans or to issue an RFP for preliminary engineering and environmental services beyond the staff time already budgeted. Programming and budgeting of funds for the environmental phase of this project will be proposed as part of a future action.

**SUMMARY**
Staff recommends beginning the environmental phase of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard. Environmental clearance is a requirement of projects funded by the SB1 SCCP and LPP-c programs.

**ATTACHMENTS**
1. Highway 1 State Park/Freedom Auxiliary Lanes Project Fact Sheet

\RTCSERV2\Shared\RTC\TC2019\TC1119\Regular\Staff Report_Hwy 1 SP-Freedom.docx
Project Description

The project will construct northbound and southbound auxiliary lanes between the State Park Drive and Freedom Boulevard interchanges, replace the two existing railroad bridges between the State Park Drive and Rio del Mar interchanges, and widen the Aptos Creek bridge. This section of Highway 1 provides access to Aptos Village, Rio del Mar, Aptos High School, and Aptos Hills/Corralitos. The auxiliary lanes will connect the on-ramps with the next off-ramp, thereby extending the weaving and merging distance between the ramps, improving traffic operations, and reducing cut-through traffic diverting to local streets and neighborhoods.

The existing railroad bridges will be replaced with longer span bridges to accommodate the addition of auxiliary lanes on Highway 1. The new bridges will also be able to accommodate future high-capacity public transit and trail to improve multimodal transportation across the County. The new bridges, soundwalls, and retaining walls will incorporate aesthetic treatments consistent with the visual character of the corridor and the adjacent community.

Voter-approved Measure D transportation funds are being used for this project to allow the project development process to be accelerated.

Project Highlights

- Improves traffic operations on Highway 1
- Reduces cut-through traffic diverting to local streets and neighborhoods
- Replaces two existing railroad bridges and widens the Aptos Creek bridge
- Accommodates future high-capacity public transit on the new railroad bridges
- Construction ready in 2023, pending fund availability

Project Schedule

<table>
<thead>
<tr>
<th>PHASE</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
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<tr>
<td>PE/Environmental</td>
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<tr>
<td>Final Design (PS&amp;E)</td>
<td></td>
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</tr>
<tr>
<td>Advertisement/Award*</td>
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<tr>
<td>Construction*</td>
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</table>

*Pending Availability of Funds
Highway 1 Auxiliary Lanes
(State Park Drive to Freedom Boulevard)

Project Costs and Funding

<table>
<thead>
<tr>
<th>Estimated Project Cost</th>
<th>$ 117,660,000</th>
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<td>Funding Sources</td>
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<tr>
<td>Measure D</td>
<td>$</td>
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<tr>
<td>Other Secured</td>
<td>$</td>
</tr>
<tr>
<td>Needed</td>
<td>$ 117,660,000</td>
</tr>
</tbody>
</table>

Rendering of new rail road bridge
RECOMMENDATIONS

RTC staff recommends that the RTC receive an update on the project to construct a pedestrian crosswalk in Davenport across Highway 1.

BACKGROUND

The North Coast Rail Trail Project includes construction of 7.5 miles of the Monterey Bay Sanctuary Scenic Trail’s (MBSST) rail trail spine between Wilder Ranch and Davenport. Segment 5 is divided into two phases. Phase I is funded and spans 5.4 miles from Wilder Ranch to Panther/Yellowbank Beach. Phase II spans 2.1 miles from Panther/Yellowbank Beach to Davenport and includes improved parking lots and connections to the trail at Davenport and Panther/Yellowbank Beach, access improvements from the Bonny Doon Beach parking lot to the trail, and a pedestrian crosswalk in Davenport.

The Davenport Parking Lot is located at the north end of the trail alignment, on the coastal side of the Highway 1/Ocean Street intersection in Davenport. The northern and southern portion of the existing Davenport parking areas are unpaved. The northern part of the existing parking area is primarily publicly-owned and will be improved as part of the project. The southern portion of the existing parking area is privately-owned and will not be improved as part of the project. The Davenport Parking Lot improvements include 43 marked parking spaces, a restroom facility, trash/recycling containers, bike racks, benches, and a path to the trail.

The North Coast Rail Trail Project includes development of a pedestrian crosswalk between the Davenport Parking Lot and the south side of Ocean Street in Davenport. Construction of the pedestrian crosswalk and related improvements would be determined in coordination with the County of Santa Cruz and Caltrans and may include increased signage, striping, and lighting upgrades.

DISCUSSION

On Highway 1 in Davenport there is an overhead mast arm containing flashing beacons, pedestrian advanced warning signs, and speed feedback signs. Caltrans reduced the speed limit on Highway 1 in Davenport from 45 miles per hour to 40
miles per hour and installed high visibility pedestrian signs in the area. Pedestrians frequently cross between the unpaved parking area on the coastal side of Highway 1 and the town of Davenport on the inland side of Highway 1.

The Environmental Impact Report (EIR) for the Regional Transportation Commission’s Monterey Bay Sanctuary Scenic Trail Network (MBSST) Segment 5 (also referred to as the North Coast Rail Trail) project includes a parking lot on the coastal side of Highway 1 in Davenport, a pedestrian crosswalk from the parking lot across Highway 1 to the southern corner of Ocean Street in Davenport, and ADA compliant curb ramps at the proposed parking lot and the southern corner of Ocean Street in Davenport. A preliminary design for the Davenport Lot and pedestrian crosswalk between the Davenport Parking Lot and Ocean Street on the inland side of Highway has been prepared. Final design for the North Coast Rail Trail project, including Davenport Crossing, is scheduled to be completed in August 2020.

Phase I of the North Coast Rail Trail is scheduled to go to construction in August 2021. Phase II, which includes the Davenport Crossing, will be built at the same time should funding be secured. RTC recently submitted a grant to the California Natural Resources Agency for $4.0 million in Proposition 68 funding for construction of Phase II. The funding application does not include the Davenport Crossing. RTC staff and the County of Santa Cruz staff are proposing to program funding to the Davenport Crossing to allow for construction of the crossing concurrent with the trail from Yellowbank/Panther to Davenport and the three parking lots, should the Proposition 68 grant be awarded. If funding for Phase II is not secured and cannot be constructed with Phase I, RTC will work with the County of Santa Cruz to explore options for funding the Davenport Parking Lot and Davenport Crossing independent of Segment 5- Phase II.

The County of Santa Cruz has indicated that they will commit $175,000 ($125,000 in Regional Surface Transportation Program Exchange (RSTPX) funds and $50,000 in developer fees) for the Davenport Crossing. RTC will consider programming of the RSTPX funds at its December 2019 meeting. Staff will return to the Commission in December with a recommendation that RTC commit $125,000 in Measure D - Monterey Bay Scenic Sanctuary Scenic Trail funds for construction of the pedestrian crosswalk, including and ADA compliant curb ramps concurrent with the programming of the County’s share of RSTPX funding.

RTC and County of Santa Cruz Public Works staff have discussed options for pursuing construction of the pedestrian crossing at Davenport prior to construction of Phase II of the North Coast Rail Trail. RTC and County of Public Works staff recommend continuing to include the project within the Phase II of the North Coast Rail Trail as the most effective approach for obtaining Caltrans approval of the desired improvements.

SUMMARY

The North Coast Rail Trail Project includes development of a pedestrian crosswalk between the Davenport Parking Lot and the south side of Ocean Street in the town of Davenport. Phase I of the North Coast Rail Trail is scheduled to go to
construction in August 2021. Phase II, which includes the pedestrian crosswalk and ADA compliant curb ramps, will be built at the same time should funding be secured. RTC and County of Santa Cruz Public Works staff have discussed options for pursuing construction of the pedestrian crossing at Davenport prior to construction of Phase II of the North Coast Rail Trail. RTC and County of Public Works staff recommend continuing to include the project within the Phase II of the North Coast Rail Trail as the most effective approach for obtaining Caltrans approval of the desired improvements.
RECOMMENDATIONS

The Budget and Administration/Personnel (B&A/P) Committee and staff recommend that the Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the proposed amended fiscal year (FY) 2019-20 Budget and Work Program (Exhibit A to Attachment 1).

Staff further recommends that the RTC apportion the $587,787 additional TDA revenues received in FY2018-19 as follows:

1. Apportion $57,390 to the TDA reserve to ensure that it meets the 8% goal established by the RTC in its rules and regulations; and
2. Apportion $55,000 to the RTC’s Countywide Bike Signage Project; and
3. Apportion $20,000 for improvements to the Santa Cruz County Travel Model; and
4. Apportion the remainder of TDA to the Santa Cruz METRO, Community Bridges, the Volunteer Center and the local jurisdictions in accordance with the formula established in the RTC rules and regulations.

BACKGROUND

In March of each year, the Regional Transportation Commission (RTC) approves a budget and work program for the upcoming fiscal year. In the fall, the RTC amends the budget and work program to incorporate information from the prior year, new projects or funds, updated estimates, and other necessary changes. The budget is also amended as necessary during other times of the budget year. The Budget and Administration/Personnel Committee reviewed the proposed FY 2019-20 budget amendment and recommends approval.

DISCUSSION

The proposed amended FY2019-20 budget is balanced and implements the RTC’s priority projects, on-going programs and Measure D. Proposed budget changes are discussed below. Explanations for specific budget line items are included as notes.
Transportation Development Act (TDA) (pp. 2 & 3 of amended budget)

TDA is a main source of funding for transportation in Santa Cruz County, which establishes that ¼% of the state sales tax go to transportation. Consistent with the RTC rules and regulations, most of the TDA revenue received by the RTC goes to Santa Cruz METRO for transit operations. Some funds are used for the RTC’s operations, some are used for bicycle and pedestrian promotion and safety programs, some are apportioned to specialized transportation services for seniors and people with disabilities and the remainder is apportioned to the local jurisdictions by population for bicycle and pedestrian projects.

In April 2019, the RTC approved a FY 2019-20 budget, with the TDA revenue estimates provided by the County Auditor Controller in January 2019, as shown in Table 2 below.

<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Revenue estimate from Auditor Controller</td>
<td>9,608,719</td>
<td>10,167,228</td>
<td>10,167,228</td>
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<tr>
<td>Estimated interest</td>
<td>20,000</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Prior FY revenue &amp; interest</td>
<td>434,684</td>
<td></td>
<td>587,757</td>
</tr>
<tr>
<td>To TDA reserve to meet 8% target</td>
<td>-51,656</td>
<td>-10,306</td>
<td>-57,390</td>
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<tr>
<td>To RTC reserve to meet 30% target</td>
<td>-104,191</td>
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<td>To Santa Cruz County Bike Signage Project</td>
<td>-48,942</td>
<td></td>
<td>-55,000</td>
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<tr>
<td>To Santa Cruz County Travel Model Improvement</td>
<td>-48,942</td>
<td></td>
<td>-20,000</td>
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<tr>
<td>Apportioned to TDA recipients</td>
<td>9,858,614</td>
<td>10,181,922</td>
<td>10,647,595</td>
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</table>

In FY 2018-19, the RTC received $587,787 more in TDA revenues and interest than was estimated. The additional revenues received in one fiscal year are typically used by the RTC to build up TDA reserves and RTC reserves, and/or to make additional distributions to recipients and/or to fund needed and qualifying RTC projects. In this budget the additional revenues are proposed to be used as follows:

- $57,390 to the TDA reserve to ensure that it meets the 8% goal established by the RTC in its rules and regulations; and
- Apportion $55,000 to the RTC’s Countywide Bike Signage Project. The additional funds are needed to cover additional costs including reimbursements to the Cities of Capitola and Watsonville for installation of the signs within their jurisdictions, additional costs associated with securing permits from Caltrans and local jurisdictions including approximately $18,000 to the County of Santa Cruz to secure an encroachment permit for the RTC contractor to install the signs within the unincorporated areas of the County, and administering the construction contract; and
• Apportion $20,000 for improvements to the Santa Cruz County Travel Model to enhance the model for transit analysis; and
• Apportion the remainder to the Santa Cruz METRO, Community Bridges, the Volunteer Center and the local jurisdictions in accordance with the formula established in the RTC rules and regulations.

TDA revenues can vary significantly from month to month. RTC staff will continue to monitor TDA revenues, and if it seems that apportionments to TDA recipients should be revised, staff will return to the B&A/P Committee and the RTC with appropriate recommendations.

**State Transit Assistance (STA) funds (pp 2 & 3 of amended budget)**

Senate Bill (SB) 1 more than doubled the amount of STA funds available to Santa Cruz County and added the “State of Good Repair” funds to STA. In January 2019, the State Controller’s Office issued estimates for those funds and issued revised estimates in August 2019. The August 2019 estimates increase the total amount of FY 2019-20 STA funding to Santa Cruz County by $40,908 over the previous estimate. This is reflected in the proposed amended FY 2019-20 budget and, as decided at the September 5, 2019 RTC meeting, $100,000 is apportioned to Community Bridges Lift Line and the remaining funds are apportioned to Santa Cruz METRO.

**Other Proposed Budget Amendments**

Unspent funds from prior year projects have been carried over in the proposed amended budget, Exhibit A to Attachment 1. Several expenditure and funding lines have also been updated to reflect current estimates and incorporate secured grants. The proposed amended budget reflects the work expected to be accomplished during the budgeted fiscal year.

Staffing resources (p. 5) – The proposed staffing budget includes salaries and benefits for 19.50 FTE positions, there is no increase to the number of staff approved by the RTC in April 2019. The proposed changes to the staffing budget include adjustments due to timing of payment to CalPERS for the UAL; updated estimated cost of insurance benefits including workers compensation, unemployment, health and ancillary benefits for current staff; and temporarily filling vacancies with contracted labor.

The staffing budget continues increased payments to CalPERS to pay down unfunded liabilities for retirement faster than assumed by CalPERS in an effort to save money. The FY 2019-20 UAL Annual Required Contribution was reduced by $27,874 as a result of the additional payments made in prior years. The UAL is affected by many variables, including staff membership (Classic or PEPRA), the performance of CalPERS investments and actuarial assumptions.
Administration Budget (p. 7) - The administration budget includes additional funds for general liability insurance due to experience and claims; legal services based on prior year actuals and current year expected needs; auditing services for the triennial performance audit; and travel and education due to higher number of newer staff. The administration budget also includes the budget line necessary to move funds into the RTC reserves.

As the administrator for Measure D, expenditures associated with administering and implementing the overall expenditure plan are included in the RTC administration budget and reimbursements are shown as revenue. Measure D expenditures included in the RTC administration budget total $776,732 and include $571,732 for staff (salaries, benefits, and allocated overhead); $30,000 for materials and supplies; and $170,000 for consultants including sales and use tax forecast and auditing of receipts and financial advisory services for administration and overall implementation of the expenditure plan.

The administration and implementation budget for Measure D was approved in April 2019 as a separate budget. The proposed budget consolidates the RTC and Measure D budgets due to budgeting and reporting in the same GL Key.

Planning Program Budget (p. 8 & 9) - The budget for the planning program includes carryovers from FY 2018-19, updated estimates and recently programmed funds.

The proposed amended budget includes the estimated cost for work expected to be accomplished during the fiscal year, this resulted in a reduction in the funding needed for the proposed FY2019-20 budget.

Highway 9 Improvements (p. 10) - The RTC is partnering with the County of Santa Cruz and CalTrans to implement investments that address community concerns and safety improvements on the Highway 9 corridor. Funding for these improvements include a Highway Safety Improvement Program (HSIP) grant and Measure D.

CRUZ511 (p. 11) - The budget for the RTC’s CRUZ511 program includes carryovers of funding and expenditures from FY 2018-19 and recently programmed funds.

Freeway Service Patrol (FSP) (p. 13) – The FSP budget includes carryover from FY 2018-19 and new revenues from Senate Bill (SB) 1. The SB 1 funding amount to Santa Cruz County for FY 2018-19 included funds for the local California Highway Patrol for their support of FSP. Beginning in FY 2019-20, the funds for the CHP will go directly to them and will not flow through the RTC budget.

Santa Cruz Branch Rail Line or Rail Trail Authority Budget (p. 14) – The Rail/Trail Authority budget includes updated carryovers in funding and expenditures from FY 2018-19. It also incorporates Measure D funds recently approved by the RTC for storm damage work; bridge work; and railroad infrastructure repairs. It also includes Federal Emergency Management Agency (FEMA) funds for storm damage work anticipated to be done in FY 2019-20. Storm damage work will likely be completed in FY 2020-21.
Highway 1 Corridor (pp. 15-16) – Since the tiered environmental document for the Highway 1 corridor was completed, staff and consultant work has been underway for design and right-of-way work for Highway 1 auxiliary lanes between 41st Avenue and Soquel Avenue/Drive and the bicycle and pedestrian overcrossing at Chanticleer Avenue. Staff has also been working with consultants and Santa Cruz METRO to incorporate bus on shoulder improvements into the auxiliary lanes projects. Environmental work is also underway for auxiliary lanes between State Park Drive and Bay Avenue/Porter Street.

MBSST Network Projects (pp. 17-18) – The Monterey Bay Sanctuary Scenic Trail (MBSST) Network budget includes carryover from FY 2018-19, updated estimates and recently approved funding and expenditures.

Countywide Bike Signage (p. 19) – The Countywide Bike Signage project includes carryover funds from the prior fiscal year. While the project is primarily funded by the state Active Transportation Program (ATP), it also includes proposed TDA funds from FY2018-19 that came in above the revenue estimates. TDA funds are the only funds that the RTC has on hand that could be used to complete this popular project. The additional funds are needed to cover additional costs including reimbursements to the Cities of Capitola and Watsonville for installation of the signs within their jurisdictions, additional costs associated with securing permits from Caltrans and local jurisdictions including approximately $18,000 to the County of Santa Cruz to secure an encroachment permit for the RTC contractor to install the signs within the unincorporated areas of the County, and administering the construction contract. Therefore, more funds are needed to deliver the project and staff recommends that the RTC apportion $55,000 in TDA funds from the FY2018-19 carryover balance to the Countywide Bike Signage project.

Measure D (pp. 20)

Measure D is presented as a separate budget from the RTC.

Measure D is a ½ cent transactions and use tax for transportation. Per the approved countywide ballot measure, after the necessary administration and implementation costs the funds are distributed as follows:

- 30% to Neighborhood Projects primarily for allocation to local jurisdictions based on their “proportional share of the countywide population (29%), lane miles of roadway (39%) and the site where the measure revenue from the transactions and use tax is generated (32);”
- 25% to Highway Corridors primarily for Highway 1 projects
- 20% to Transit for Seniors and People with Disabilities with 16% to Santa Cruz METRO and 4% to Community Bridges
- 17% to Active Transportation for the Monterey Bay Sanctuary Scenic Trail Network
- 8% to Rail Corridor for railroad infrastructure preservation and options analysis
In accordance with the Ordinance, a separate fund for all Measure D revenues was established. As the administrator of Measure D, the RTC allocates, administers and oversees the expenditure of all Measure D revenues which are not directly allocated by formula annually to other agencies, consistent with the Expenditure Plan.

RTC expenditures for Measure D programs and projects are reimbursed from Measure D and are shown as revenue to the RTC due to the rules of governmental accounting.

The B&A/P Committee and staff recommend that the RTC adopt the attached resolution (Attachment 1) approving the proposed amended FY2019-20 Budget and Work Program (Exhibit A to Attachment 1). Staff will continue to monitor all revenues, including TDA, seek additional revenues, and manage costs to maintain a sound budget. Staff will return to the B&A/P Committee and the RTC with recommendations as necessary, if budget changes are needed.

SUMMARY

The proposed amended FY 2019-20 Budget (Exhibit A to Attachment 1) incorporates information from FY 2018-19 year-end balances, carryovers from the previous fiscal year, updated revenue and cost estimates, and other necessary changes. The B&A/P Committee and staff recommend that the RTC approve the proposed amended FY 2019-120 Budget and Work Program. RTC staff further recommends that the RTC apportion TDA funds to the Countywide Bike Signage project and Santa Cruz County Transportation Model Improvements analysis.

Attachments:
1. Resolution Adopting the Amended FY 2019-20 Budget and Work Program
2. TDA Estimates and Revenues

S:\RTC\TC2019\TC1119\Regular\FY2020 Budget\19-20 FallBudg&WP Amend.doc
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AMENDING THE FY 2019-20 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 2019-20 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 2019-20 RTC
budget.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

______________________________
Bruce McPherson, Chair

ATTEST:

___________________________
Guy Preston, Secretary
Exhibit A - SCCRTC FY 2019-20 Budget and Work Program as amended

Distribution: RTC Fiscal
PROPOSED AMENDMENT TO THE
SCCRTC BUDGET
FOR THE FISCAL YEAR ENDING
JUNE 30, 2020

November 7, 2019

Tracy New
tnew@sccrtc.org
Introduction

The Santa Cruz County Regional Transportation Commission (RTC) is an autonomous regional transportation planning agency headquartered in downtown Santa Cruz. Created by the State of California in 1972 to carry out transportation responsibilities that cross city-county boundaries in Santa Cruz County, the RTC:

- Sets priorities for major improvements to the transportation infrastructure and network of services, including highways, major roads, bus transit, paratransit, rail and alternative transportation facilities;
- Pursues and allocates funding for major capital improvements to all elements of the transportation system, consistent with long-range plans;
- Adopts policies to maximize the efficiency of the current transportation system and improve mobility, access and air quality;
- Plans for future projects and programs to develop a balanced transportation system that addresses all modes, while improving the region’s quality of life;
- Informs businesses and the public about actions needed to better manage the existing transportation system; and
- Conducts programs and advocates for the encouraged use of alternative transportation modes.

Budget

The Regional Transportation Commission’s (RTC) fiscal year begins on July 1 and ends on June 30. Each year, an original budget is approved by the RTC in March to allow for Transportation Development Act (TDA) recipients to budget their respective allocations in the new fiscal year. The budget is amended in the fall to account for any carryover funds and as needed.

Special revenue and fiduciary fund accounts are established to account for funds which are restricted for a specific project or use.

Funding and Apportionment

The RTC distributes, or is responsible for selecting projects to receive, funds from the state, federal and local government and various grants from private entities. General Ledgers are established to track revenues and expenditures separately and/or by fund purpose for a specific project or program. To track revenues and expenditures, an object code with description is assigned in the accounting system.
Transportation Development Act (TDA) Revenues
GL Key 721950 / Fund 76630
and
State Transit Assistance (STA) and State of Good Repair (SGR)
Revenues GL Key 721755 / Fund 76640

The RTC receives TDA, STA, and SGR revenues from the state on a monthly or quarterly basis. The funds are wired to the Santa Cruz County Treasury and deposited to the respective fiduciary fund and GL Key by funding source.

The table below includes the estimated apportionment of TDA from the Santa Cruz County Auditor-Controller and STA, and SGR based on the estimate of the California State Controller for FY2019-20.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/27/19</td>
<td>11/7/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Development Act (TDA) GL Key 721950:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/4 Cent Sales Tax 40172</td>
<td>10,147,019</td>
<td>10,167,228</td>
<td>10,167,228</td>
<td>-</td>
</tr>
<tr>
<td>Prev FY Rev Carryover 40172</td>
<td>587,757</td>
<td>587,757</td>
<td>587,757</td>
<td>-</td>
</tr>
<tr>
<td>Interest 40430</td>
<td>69,464</td>
<td>25,000</td>
<td>25,000</td>
<td>-</td>
</tr>
<tr>
<td>Total TDA 10,216,483</td>
<td>10,192,228</td>
<td>10,779,985</td>
<td>587,757</td>
<td>-</td>
</tr>
</tbody>
</table>

Includes Santa Cruz County Auditor Controller's estimate of February 2019

| State Transit Assistance (STA) & State of Good Repair (SGR) GL Key 721755: | | | | |
| Interest 40430 | 2,743 | - | 1,500 | 1,500 |
| STA Sec 99313-RTC 40886 | 2,316,137 | 2,686,391 | 2,397,517 | (288,874) |
| STA Sec 99314-SCMTD 40886 | 1,937,792 | 2,247,537 | 2,506,862 | 259,325 |
| SGR Sec 99313-RTC 42384 | 365,121 | 374,249 | 370,461 | (3,788) |
| SGR Sec 99314-SCMTD 42384 | 305,558 | 313,111 | 387,356 | 74,245 |
| Total STA 4,927,351 | 5,621,288 | 5,663,696 | 42,408 | - |

Revised with California State Controller's estimate as of August 2019

Eligible recipients of TDA, STA, and SGR funds submit claims to the Commission for approval. STA and SGR have the same eligibility criteria and can be used on the same types of projects. Funds are distributed per the claim requirements by schedule, program or project requirements. The FY2019-20 budget amendment programs $100k of STA to Lift Line and the balance to METRO in accordance with RTC action on September 5, 2019.
The table below reflects prior FY2019-20 claims and apportionment approved in April 2019 and the proposed disbursement of $587,757 for additional revenues received in FY2018-19.

**TDA , STA, and SGR Apportionment**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GL Key</td>
<td>Object</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transportation Development Act (TDA):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDA Reserve Fund</td>
<td>721950</td>
<td>34300</td>
<td>51,656</td>
<td>10,306</td>
</tr>
<tr>
<td>RTC Reserve Fund</td>
<td>721750</td>
<td>34300</td>
<td>104,191</td>
<td>-</td>
</tr>
<tr>
<td>Countywide Bike Signage</td>
<td>721750</td>
<td>75301</td>
<td>48,942</td>
<td>-</td>
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<tr>
<td>Travel Model Improvements</td>
<td>721750</td>
<td>75301</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>SCCRTC:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>721750</td>
<td>75301</td>
<td>597,570</td>
<td>635,847</td>
</tr>
<tr>
<td>Planning</td>
<td>721750</td>
<td>75301</td>
<td>546,823</td>
<td>546,823</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>1,144,393</td>
<td>1,182,670</td>
<td>1,182,670</td>
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<tr>
<td>Bike to Work</td>
<td>721750</td>
<td>75301</td>
<td>60,000</td>
<td>60,000</td>
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<tr>
<td>Bike &amp; Ped Safety (CTSC)</td>
<td>721750</td>
<td>75301</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>190,000</td>
<td>190,000</td>
<td>190,000</td>
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<tr>
<td>Santa Cruz Metro</td>
<td>721950</td>
<td>75203</td>
<td>7,288,209</td>
<td>7,531,910</td>
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<td>Spec Transit (CB/CTSA)</td>
<td>721950</td>
<td>75365</td>
<td>716,035</td>
<td>739,977</td>
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<td>Volunteer Center</td>
<td>721950</td>
<td>75380</td>
<td>85,242</td>
<td>88,093</td>
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<td>City of Capitola</td>
<td>721950</td>
<td>75203</td>
<td>15,972</td>
<td>17,141</td>
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<tr>
<td>City of SC-Non Transit</td>
<td>721950</td>
<td>75204</td>
<td>102,270</td>
<td>107,836</td>
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<tr>
<td>City of Scotts Valley</td>
<td>721950</td>
<td>75205</td>
<td>19,117</td>
<td>19,789</td>
</tr>
<tr>
<td>City of Watsonville</td>
<td>721950</td>
<td>75206</td>
<td>83,323</td>
<td>86,708</td>
</tr>
<tr>
<td>County of Santa Cruz</td>
<td>721950</td>
<td>75303</td>
<td>214,054</td>
<td>217,798</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>8,524,222</td>
<td>8,809,252</td>
<td>9,274,925</td>
</tr>
<tr>
<td><strong>Total TDA Apportioned</strong></td>
<td></td>
<td>10,063,404</td>
<td>10,192,228</td>
<td>10,779,985</td>
</tr>
<tr>
<td><strong>State Transit Assistance (STA) &amp; SGR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCMTD-Sec 99313/99314</td>
<td>721755</td>
<td>75203</td>
<td>4,924,608</td>
<td>5,162,192</td>
</tr>
<tr>
<td>Community Bridges-Sec 99313</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>100,000</td>
</tr>
<tr>
<td>Competitive-15% Sec 99313</td>
<td>721755</td>
<td>75365</td>
<td>-</td>
<td>459,096</td>
</tr>
<tr>
<td><strong>Total STA &amp; SGR</strong></td>
<td>4,924,608</td>
<td>5,621,288</td>
<td>5,662,196</td>
<td>40,908</td>
</tr>
</tbody>
</table>

**RSTP Exchange Program**

**GL Key 722000 / Fund 76635**

The Commission approves a multi-year list of projects to receive RSTPX/STBG funds and apportions the funds to projects expected to be implemented in the next year through its budget. Approved projects are eligible to receive state exchange (RSTPX) funds six months prior to project initiation or when a phase or the entire project is complete. The following table includes fund balances...
for projects that have been approved for RSTPX by the commission that have not yet been reimbursed for funds by the end of the prior fiscal year. At the regular meeting on September 5, 2019, the RTC indicated their intent to program most of the current cycle of RSTPX/STBG funds by population formula after a set aside off the top for Metro and competitive grants. The budget is expected to be amended in December to reflect this change in programming, following RTC and public review of proposed projects.

<table>
<thead>
<tr>
<th>Approved RSTP Exchange - All Projects</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approved</td>
<td>Proposed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jun 27 '19</td>
<td>11/7/19</td>
<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State RSTP Exchange Funds</td>
<td>3,363,122</td>
<td>3,363,122</td>
<td>0</td>
</tr>
<tr>
<td>Interest</td>
<td>30,000</td>
<td>100,000</td>
<td>70,000</td>
</tr>
<tr>
<td>RSTP Exchange Funds Budgeted - Carryover</td>
<td>1,537,000</td>
<td>11,644,327</td>
<td>10,107,327</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>1,567,129</td>
<td>15,107,449</td>
<td>13,540,320</td>
</tr>
</tbody>
</table>

Expenditures:

City of Capitola
Clares Street Traffic Calming | 100,000 | 100,000 | -
Pacific Cove Pk Lot Ped Trail & Depot Park bus sto | 200,000 | 200,000 | -
Brommer St Complete St Impr | 501,000 | 501,000 | 0
City of Santa Cruz
Soquel Ave at Frederick St Intersection Mods | 188,000 | 188,000 | 0
Water St. Pavement Rehab - design phase | 47,000 | 47,000 | 0
Pacific Ave. Sidewalk | 250,000 | 250,000 | 0
City of Scotts Valley
Glenwood Dr Rehab and Bicycle Improv Proj | 310,000 | 310,000 | 0
City of Watsonville
Freedom Blvd (Green Valley to Buena Vista) | 135,000 | 135,000 | 0
Airport Blvd Improvements | 177,000 | 177,000 | 0
Green Valley Rd Reconstruction | 306,000 | 306,000 | 0
Bicycle Safety Improvements (Various Locations) | 325,000 | 325,000 | 0
County of Santa Cruz
Aptos Village Plan Improvements | 587,000 | 587,000 | 0
Aptos Creek Road Traffic Signal | 1,900,000 | 1,900,000 | 0
Glen Arbor Road Recycle, Overlay & Chip Seal | 400,000 | 400,000 | 0
State Park Drive Improvements/Seacliff Village | 587,000 | - | (587,000)
Hwy 1 Mar Vista Overcrossing (co-op) | 502,628 | 502,628 | 0
Twin Lakes Beachfront | 200,000 | 200,000 | 0
Health Services/Bike SC County - Open Streets | 40,000 | 40,000 | 0
Santa Cruz METRO
CNG Bus Replacement | 500,000 | 500,000 | 0
University of California at Santa Cruz (UCSC)
Great Meadow Bike Path Safety Improvements | 700,000 | 700,000 | 0
SCCRTC
Ecology Action - Every Day is Bike to Work Day | 16,622 | 16,622 | 0
MBSST - North Coast Phase 2 Envir Review | 230,000 | 230,000 | 0
Scotts Creek CDFW grant - Marsh Restoration | 48,500 | 48,500 | 0

Total Project Expenditures | 1,585,500 | 7,663,750 | 6,078,250
Funds not Appropriated | 7,443,699 | 0 | 7,443,699
The RTC’s staffing budget includes salaries and benefits for 19.50 FTE positions. Staff utilize the payroll system to track and allocate labor costs when dedicating their time to a specific program or project as a direct cost.

### Staffing GL Key 721100
### Fund 76620

The RTC’s staffing budget includes salaries and benefits for 19.50 FTE positions. Staff utilize the payroll system to track and allocate labor costs when dedicating their time to a specific program or project as a direct cost.

<table>
<thead>
<tr>
<th>Positions</th>
<th>FTE Authorized Permanent</th>
<th>FTE Permanent</th>
<th>FTE Provisional</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Executive Director</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Deputy Director</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Director of Finance &amp; Budget</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Administrative Services Officer</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Senior Transportation Engineer</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Transportation Planner I-IV</td>
<td>8.00</td>
<td>5.50</td>
<td>1.00</td>
<td>6.50</td>
</tr>
<tr>
<td>Communications Specialist</td>
<td>1.00</td>
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<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Accountant I-III</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>-</td>
<td>-</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>Administrative Assistant I-III</td>
<td>2.00</td>
<td>2.00</td>
<td>-</td>
<td>2.00</td>
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<tr>
<td>Transportation Planning Tech</td>
<td>2.00</td>
<td>1.00</td>
<td>1.50</td>
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<tr>
<td>Paid Intern</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>1.00</td>
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</tbody>
</table>

**Total Positions**

19.50 16.00 3.50 19.50

**Note:** FTE= full-time equivalent

### Staffing - Actual Cost

<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Regular Pay</td>
<td>51000</td>
<td>2,066,658</td>
<td>2,048,119</td>
<td>12,539</td>
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<tr>
<td>Overtime Pay</td>
<td>51005</td>
<td>15,212</td>
<td>25,550</td>
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<td>Social Security and Medicare</td>
<td>52010</td>
<td>132,191</td>
<td>129,813</td>
<td>338</td>
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<tr>
<td>PERS Retirement Employer Current Contributions</td>
<td>52015</td>
<td>165,314</td>
<td>180,854</td>
<td>15,540</td>
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<tr>
<td>Unfund Acc Liab-UAL req'd pmt</td>
<td>52015</td>
<td>91,517</td>
<td>111,997</td>
<td>20,480</td>
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<tr>
<td>Unfund Acc Liab-UAL add'l pmt*</td>
<td>52015</td>
<td>180,438</td>
<td>246,391</td>
<td>66,053</td>
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<td>Total Retirement</td>
<td>437,269</td>
<td>539,242</td>
<td>559,153</td>
<td>19,911</td>
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<tr>
<td>Employee Insur and Ben</td>
<td>53010</td>
<td>339,179</td>
<td>374,301</td>
<td>41,923</td>
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<tr>
<td>Unemployment Insurance</td>
<td>53015</td>
<td>-</td>
<td>35,100</td>
<td>17,550</td>
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<tr>
<td>Workers Comp Insurance</td>
<td>54010</td>
<td>8,613</td>
<td>31,985</td>
<td>23,372</td>
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<tr>
<td>Other -Contr to Employee 457</td>
<td>55021</td>
<td>30,790</td>
<td>29,758</td>
<td>10,000</td>
</tr>
<tr>
<td>Temporary Contract Services</td>
<td>62395</td>
<td>32,865</td>
<td>10,000</td>
<td>22,865</td>
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<td>Retiree Health Contr to PERS</td>
<td>75273</td>
<td>55,608</td>
<td>72,704</td>
<td>17,107</td>
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</table>

**Total**

3,555,654 3,296,571 3,329,520 32,949

* Prior year additional payments to the Unfunded Accrued Liability (UAL) reduced the FY2019-20 Annual Required Contribution (ARC) by $27,874. The UAL as of last PERS Valuation Measurement Date 6/30/18 is $1,973,882

---

**33-14**
Regional Operations, Planning, Programs and Projects

With a focus on long-term sustainability, the RTC provides transportation services, planning, and funding for all travel modes. Working together with transportation partners, the RTC obtains and distributes funding, including voter-approved measure D funds, to maintain the existing transportation network as well as prepare for the transportation needs of the next generation.

The planning budget supports the planning activities of the RTC in accordance with federal, state and local requirements and available funding. This includes development, coordination, and meetings with local, regional, state and federal agencies (including AMBAG, Caltrans, FHWA, TARC and San Benito COG) to ensure that the entire three-county region is meeting federal requirements.

Allocated Labor and Overhead

Agencies are required to recover full costs whenever goods or services are provided for others. The full cost of goods or services includes all costs attributable directly to the activity plus a fair share of indirect costs (administrative overhead), which can be ascribed reasonably to the goods or services provided. Administrative personnel are included in the indirect cost calculation which is referred to as the Indirect Cost Allocation Plan (ICAP).

Each program budget includes allocated labor (direct cost) and allocated overhead (indirect costs) based on the approved Indirect Cost Allocation Plan (ICAP) rate which is 109% for FY2019. The proposed budget uses the 109% as a multiplier of allocated labor to calculate allocated overhead. The budget will be amended when the FY20 ICAP rate is approved.

Allocated labor and allocated overhead are used for budgeting and requesting reimbursement from other government agencies, not to represent actual current year overhead costs.

The true actual costs of employees’ salaries and benefits are budgeted in Staffing. Staffing and Administration expenses that are not allocated to a program or budget are generally included in the agency overhead calculation unless they are unallowed.
Proposed Amended Budget for FY2019-20
November 7, 2019

Administration
GL Key 721750 / Fund 76620

The Administration budget includes expenditures for administering Measure D, TDA and operating costs not directly related to a specific program or budget including office expenses, general liability insurance, accounting and audit services. Expenditures for Measure D administration and implementation reimbursements are shown as revenue. The Measure D administration and implementation budget was approved in April 2019 and shown in a separate table. In the table below, the budgets are combined.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>TDA Revenue</td>
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<td>649,226</td>
<td>635,847</td>
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<td>Measure D</td>
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<td>214,153</td>
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<td>Other revenue</td>
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<td><strong>769,200</strong></td>
<td><strong>1,626,732</strong></td>
<td><strong>857,532</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Services &amp; Supplies</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
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<td>Telephone &amp; Mobile Device</td>
<td>61221</td>
<td>2,705</td>
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<tr>
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<td>Liability Insurance</td>
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<td>10,000</td>
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<td>7,500</td>
<td>7,500</td>
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<td>Duplicating</td>
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<td>County Mainframe/Intranet</td>
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<td>6,000</td>
<td>6,000</td>
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<td>Commissioners’ Stipend</td>
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<td>11,000</td>
<td>10,000</td>
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<td>Legal Fees</td>
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<td>50,000</td>
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<td>Professional &amp; Special Serv</td>
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<td>81,000</td>
<td>251,000</td>
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<td>Office Rent</td>
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<td>90,401</td>
<td>92,000</td>
<td>92,000</td>
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<tr>
<td>Adv &amp; Promo Materials</td>
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<td>Contingency/Special Exp</td>
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<td>31,000</td>
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<tr>
<td>Transp/Travel/Educ</td>
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<td>75,000</td>
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<td>Vehicle Maint, Rentals &amp; Serv</td>
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<td>4,000</td>
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<td>10,000</td>
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<td>20,000</td>
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<td><strong>805,000</strong></td>
<td><strong>285,800</strong></td>
</tr>
</tbody>
</table>

| Total Expenditures | 1,048,827 | 769,200 | 1,626,732 | 857,532 |
**Regional Planning Projects**  
**GL Key 721750 / Fund 76620**

The Regional Planning Projects budget includes the RTC staff and services required to meet state and federal mandates, such as development of the long range Regional Transportation Plan (RTP), the five-year Regional Transportation Improvement Program (RTIP), which identifies projects to receive certain state and federal funds, public outreach, the citizen advisory Elderly and Disabled Transportation Advisory Committee (E&D TAC) and Bicycle Committees, as well as state, federal, and local interagency coordination and planning activities. Shorter-term special planning projects included in the planning budget include:

**Alternatives Analysis**  
This study will include considerations for operations, governance, ridership and community benefits of transportation options along the Santa Cruz Branch Rail Line. The Alternatives Analysis will evaluate both rail, and bus rapid transit, and other potential high-capacity public transit.

**Highway 17 Wildlife Crossing**  
A joint project from Caltrans, the RTC, and the Land Trust of Santa Cruz County, to construct a wildlife undercrossing on Highway 17 near Laurel Road in Santa Cruz County.

**Scotts Creek**  
The Scotts Creek project will continue critical work to develop a restoration design that includes a 21st-century transportation corridor and restoration of the ecological condition and dynamism of the Scotts Creek lagoon, marsh, and dune system, while also planning for climate change resiliency.

**Regional Conservation Investment Strategy (RCIS)**  
A conservation planning document to identify key conservation opportunities and habitat enhancement actions within the RCIS area. Land use planning at a regional and ecoregional scale to develop sustainable, livable communities, preserve open space and agricultural lands, and improve outcomes for species.
## Proposed Amended Budget for FY2019-20

November 7, 2019

### Revenues

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TDA Planning</td>
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<td>736,823</td>
<td>756,823</td>
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<td>Sust Transp Planning Grant WCB</td>
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<td>89,421</td>
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<td>70,579</td>
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</table>

**Total Revenues**

|                         | 2,008,314 | 2,906,225 | 2,893,247 | (12,978) |

### Salaries, Benefits & Overhead by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
</tr>
</thead>
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<tr>
<td>Regional Planning Coordination</td>
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<td>Public Information</td>
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<td>59,544</td>
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<td>Bicycle/Pedestrian Planning</td>
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<td>66,931</td>
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<td>Specialized Transportation</td>
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<td>68,343</td>
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<td>Regional Transp Plan for MTP</td>
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<td>Sustainable Transportation Plan</td>
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<td>SR9/SLV Corridor Plan</td>
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<td>Unified Coordinator Study</td>
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<td>-</td>
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<tr>
<td>Highway 17 Wildlife Crossing</td>
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<td>15,000</td>
<td>-</td>
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<tr>
<td>Scotts Creek Marsh Restor Grant</td>
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<td>48,500</td>
<td>-</td>
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<tr>
<td>Reg Consrv Invest Strategy (RCIS)</td>
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<td>51,000</td>
<td>61,400</td>
<td>10,400</td>
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<tr>
<td>Allocated Labor Costs</td>
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<td>572,565</td>
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<td>654,703</td>
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<td>Total Overhead (indirect costs)</td>
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<td>624,095</td>
<td>577,823</td>
<td>713,626</td>
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</tbody>
</table>

**Subtotal Staff and Overhead**

|                         | 1,196,660 | 1,107,936 | 1,368,329 | 260,393 |

### Services & Supplies

<table>
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<tr>
<th>Program</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike To Work Prog (Ecology Action)</td>
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<td>60,000</td>
<td>60,000</td>
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<tr>
<td>Ecology Action County SR2S Educat</td>
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<td>25,000</td>
<td>-</td>
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<tr>
<td>Ecology Action Everyday is Bike to</td>
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<td>33,378</td>
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<td>16,622</td>
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<tr>
<td>Allocated Professional Services (contracts)</td>
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<td></td>
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<tr>
<td>Washington Assistant</td>
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<td>44,600</td>
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<td>Eng and Other Tech Consultants</td>
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<td>75,000</td>
<td>75,000</td>
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<tr>
<td>Environmental Documents for RTP/T</td>
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<td>30,000</td>
<td>(30,000)</td>
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<tr>
<td>Rail Line Alt Anal/Network Integratio</td>
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<td>500,000</td>
<td>640,007</td>
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<td>Scotts Creek Marsh Restoration Gr</td>
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<td>237,689</td>
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<td>SC METRO &amp; DPW for Hwy 9 study</td>
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<tr>
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<td>RTC Work Element Related Items</td>
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<td>Traffic Monitoring services</td>
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<td>16,000</td>
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<td>50,000</td>
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<td>110,000</td>
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</table>

**Subtotal Services & Supplies**

|                         | 811,654 | 1,798,289 | 1,524,918 | (273,371) |

**Total Expenditures**

|                         | 2,008,314 | 2,906,225 | 2,893,247 | (12,978) |

### Difference

| Planning                        | 33-18 | 33-18 | 33-18 | 33-18 | 33-18 |

---

33-18
Highway 9 Improvements  
GL Key 721740 / Fund 76620

Transportation projects in the Highway 9 corridor program will improve travel for residents of the San Lorenzo Valley (SLV). Highway 9 improvements focus on safety for pedestrians, bicyclists, and motorists; access to schools, businesses, and bus stops; traffic operations, pavement conditions, drainage, and other needs in this travel corridor.

RTC is partnering with Caltrans and the County of Santa Cruz to implement investments that address community concerns, improve multi-modal safety, access, connectivity, economic vitality, environmental quality, and improve the condition of existing infrastructure (e.g. fill potholes).

<table>
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<tr>
<th></th>
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</thead>
<tbody>
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<td>15,000</td>
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<td>HSIP Grant</td>
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<tr>
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<td>530,000</td>
<td>545,000</td>
<td>15,000</td>
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</table>

Salaries, Benefits & Overhead

| Allocated Labor Costs  | 57010            | 33,493                   | 14,354                  | (19,139)   |
| Allocated Overhead     | 62354            | 36,507                   | 15,646                  | (20,861)   |
| Total Salaries, Benefits & Overhead | -   | 70,000                   | 30,000                  | (40,000)   |

Services & Supplies

| Professional & Special Serv | 62381 | 225,000 | 170,000 | (55,000) |
| Contingency/Special Exp    | 62856 | 5,000   |          | (5,000)  |
| Contribution to Other Agency | 75230 |          | 100,000  | 100,000  |
| Construction with contingency | 86110 | 230,000 | 245,000  | 15,000   |
| Total Services & Supplies  | -     | 460,000  | 515,000  | 55,000   |

| Total Expenditures        | -     | 530,000  | 545,000  | 15,000   |
Cruz 511 Rideshare
GL Key 721410 / Fund 76621

Cruz511 is the Transportation Demand Management (TDM) program administered by the RTC. The TDM provides resources for travel options around the county including a trip planner, bicycle maps, accessible travel options, and an interactive traffic map with real-time information on construction, incidents and travel speeds. Knowledgeable travel counselors are also available to help people understand their options for getting around.

Professional Services include the commute manager platform, website technical assistance and a pilot program for dynamic ride matching. SAFE contribution to Cruz 511 is $69k including $19k carryover from previous year.

<table>
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</thead>
<tbody>
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<td>Interest</td>
<td>40430</td>
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<td>-</td>
<td>4,000 4,000</td>
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<tr>
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<td>Contr from Other Agencies</td>
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<tr>
<td>Contr from Other Funds</td>
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<td>72,000</td>
<td>69,000</td>
<td>69,000</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>233,572</td>
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<td>612,663</td>
<td>(1,000)</td>
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</table>

<table>
<thead>
<tr>
<th>Salaries, Benefits &amp; Overhead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocated Labor Costs</td>
</tr>
<tr>
<td>Allocated Overhead</td>
</tr>
<tr>
<td><strong>Total Salaries, Benefits &amp; Overhead</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services &amp; Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone &amp; Mobile Device</td>
</tr>
<tr>
<td>Membership</td>
</tr>
<tr>
<td>Postage</td>
</tr>
<tr>
<td>Subscriptions</td>
</tr>
<tr>
<td>General Supplies &amp; Expenses</td>
</tr>
<tr>
<td>Legal Fees</td>
</tr>
<tr>
<td>Professional &amp; Special Serv</td>
</tr>
<tr>
<td>Adv &amp; Promo Materials</td>
</tr>
<tr>
<td>Contingency/Special Exp</td>
</tr>
<tr>
<td>Subscriptions</td>
</tr>
<tr>
<td>Transp/Travel/Educ</td>
</tr>
<tr>
<td><strong>Total Services &amp; Supplies</strong></td>
</tr>
</tbody>
</table>

| Total Expenditures | 182,085 | 344,763 | 392,763 | 48,000 |

<table>
<thead>
<tr>
<th>Reserve Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unappropriated Revenues:</td>
</tr>
</tbody>
</table>
Service Authority for Freeway Emergencies (SAFE)  
GL Key 721825 / Fund 76625

The RTC serves as the Service Authority for Freeway Emergencies (SAFE) for Santa Cruz County. SAFE’s are funded by a $1 registration fee on all vehicles in their region. The funds are used to provide the highway call box system, Freeway Service Patrols on Hwy 1 and 17, extra enforcement on Hwy 17 and other motorist-aid services. California Highway Patrol (CHP) operations and additional patrolling costs are reimbursed by Metropolitan Transportation Commission for the Santa Clara County portion of Highway 17.

Call boxes are connected to an answering service and require regular maintenance and utilities including electricity for lighting and telephone service. SAFE contribution to Cruz 511 is $50k for FY2019-20.

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<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
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<td>25,000</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>Measure D</td>
<td>40186</td>
<td>50,000</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>Local Assistance (MTC)</td>
<td>40384</td>
<td>10,348</td>
<td>3,000</td>
<td>-</td>
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<td>DMV Fees</td>
<td>40754</td>
<td>237,689</td>
<td>252,750</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>323,037</strong></td>
<td><strong>355,750</strong></td>
<td><strong>355,750</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

Salaries, Benefits & Overhead

| Allocated Labor Costs                         | 57010                  | 59,114                   | 64,115                   | 64,115     |
| Allocated Overhead                            | 62354                  | 64,434                   | 69,885                   | 69,885     |
| **Total Salaries, Benefits & Overhead**       | **123,548**            | **134,000**              | **134,000**              | -          |

Services & Supplies

| Telephone & Mobile Device                    | 61221                  | 3,405                    | 1,000                    | 1,000      |
| Liability Insurance                          | 61535                  | 6,000                    | 5,250                    | 5,250      |
| General Supplies & Expenses                  | 62223                  | -                        | 2,000                    | 2,000      |
| Legal Fees                                   | 62359                  | 563                      | 1,000                    | 1,000      |
| Professional & Special Serv                  | 62381                  | 22,492                   | 49,000                   | 49,000     |
| Contingency/Special Exp                      | 62856                  | -                        | 22,500                   | 22,500     |
| Transp/Travel/Educ                           | 62914                  | -                        | 2,000                    | 2,000      |
| Utilities                                    | 63070                  | 848                      | 1,200                    | 1,200      |
| Transfer to Other Funds                      | 75233                  | 72,000                   | 50,000                   | 50,000     |
| CHP Operations                               | 75280                  | 143,217                  | 150,600                  | 150,600    |
| **Total Services & Supplies**                | **248,524**            | **284,500**              | **284,550**              | -          |

Total Expenditures                            | 372,072                | 418,550                  | 418,550                  | -          |

Reserve Funds                                 | -                      | 62,800                   | 62,800                   | -          |

Unappropriated Revenues:                      | (49,035)               | -                        | -                        | -          |
Freeway Service Patrol  
GL Key 721827 / Fund 76627

The Freeway Service Patrol (FSP) program consists of tow trucks patrolling Highway 1 from Highway 9 to State Park Drive and Highway 17 from Mount Herman Road to the Santa Clara County Line. FSP tow trucks reduce congestion on the highway by quickly clearing accidents, debris, and other incidents, and allowing traffic to return to normal conditions during a limited schedule on weekends. The benefit/cost ratio for the Santa Cruz County FSP program is 4:1.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Object 6/27/19</td>
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<td>122,313</td>
<td>(8,857)</td>
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<tr>
<td>Interest 11/7/19</td>
<td>40430</td>
<td>808</td>
<td>-</td>
<td>-</td>
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<tr>
<td>SB 1</td>
<td>40465</td>
<td>185,600</td>
<td>79,525</td>
<td>164,338</td>
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<td>STIP</td>
<td>40770</td>
<td>54,673</td>
<td>69,124</td>
<td>(69,124)</td>
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<td>Caltrans FSP</td>
<td>40884</td>
<td>54,232</td>
<td>160,974</td>
<td>12,239</td>
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<tr>
<td>Total Revenues</td>
<td>424,727</td>
<td>431,936</td>
<td>451,007</td>
<td>19,071</td>
</tr>
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</table>

Salaries, Benefits & Overhead

| Allocated Labor Costs | 57010 | 37,095 | 41,388 | 41,388 | - |
| Allocated Overhead    | 62354 | 40,434 | 45,112 | 45,112 | - |
| Total Salaries, Benefits & Overhead | 77,529 | 86,500 | 86,500 | - |

Services & Supplies

| Telephone & Mobile Device | 61221 | 1,703 | 2,000 | 2,000 | - |
| Liability Insurance       | 61535 | 4,000 | 4,200 | 4,200 | - |
| Subscriptions             | 62222 | 1,326 | -     | -     | - |
| General Supplies & Expenses | 62223 | 1,767 | 4,000 | 4,000 | - |
| Legal Fees                | 62359 | 188   | 1,000 | 1,000 | - |
| Contingency/Special Exp   | 62856 | -     | 5,000 | 5,000 | - |
| Towing                    | 62893 | 313,211 | 328,236 | 347,307 | 19,071 |
| Transp/Travel/Educ        | 62914 | -     | 1,000 | 1,000 | - |
| CHP Operations            | 75280 | 25,003 | -     | -     | - |
| Total Services & Supplies | 347,198 | 345,436 | 364,507 | 19,071 |

Total Expenditures

|               | 424,727 | 431,936 | 451,007 | 19,071 |
Santa Cruz Branch Rail Line  
GL Key 722100 / Fund 76623

The RTC is the owner of the Santa Cruz Branch Rail Line. The RTC is responsible for preserving and maintaining the railroad infrastructure for future use and limit impacts to adjacent jurisdictions, private properties, and the environment. Railroad infrastructure preservation is accomplished through regular inspections and repairs to the infrastructure.

In early 2017 rain and flooding caused damage to the Santa Cruz Branch Rail Line. A Request for Public Assistance was submitted to FEMA Public Assistance Program requesting reimbursement for costs to complete the repairs estimated to be more than $3 million. Not all costs to repair the storm damage to the branch rail line are eligible for reimbursement from FEMA.

Infrastructure preservation and storm damage repair costs total $3.9 million.

<table>
<thead>
<tr>
<th>Santa Cruz Branch Rail Line</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
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<td>Object 6/27/19</td>
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<td>1,293,232</td>
<td>1,656,550</td>
<td>1,550,000</td>
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<tr>
<td>Measure D</td>
<td>40186</td>
<td>1,293,232</td>
<td>1,656,550</td>
<td>1,550,000</td>
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<tr>
<td>Interest</td>
<td>40430</td>
<td>5,802</td>
<td>-</td>
<td>6,000</td>
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<tr>
<td>Leases, Licenses &amp; Other Rev</td>
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<td>68,997</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>State-Other</td>
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<td>(52,527)</td>
<td>560,064</td>
<td>510,631</td>
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<tr>
<td>FEMA</td>
<td>41093</td>
<td>7,153</td>
<td>3,000,000</td>
<td>2,300,000</td>
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<tr>
<td>Contr from Other Funds</td>
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<td>110,000</td>
<td>110,000</td>
<td>-</td>
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<tr>
<td>Total Revenues</td>
<td>1,432,657</td>
<td>5,396,614</td>
<td>4,546,631</td>
<td>(849,983)</td>
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</table>

<table>
<thead>
<tr>
<th>Salaries, Benefits &amp; Overhead</th>
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</thead>
<tbody>
<tr>
<td>Allocated Labor Costs</td>
</tr>
<tr>
<td>Allocated Overhead</td>
</tr>
<tr>
<td>Total Salaries, Benefits &amp; Overhead</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services &amp; Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone &amp; Mobile Device</td>
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<tr>
<td>Liability Insurance</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<tr>
<td>General Supplies &amp; Expenses</td>
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<td>Legal Fees</td>
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<td>Professional &amp; Special Serv</td>
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<tr>
<td>Contingency/Special Exp</td>
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<tr>
<td>Transp/Travel/Educ</td>
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<tr>
<td>Total Services &amp; Supplies</td>
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<table>
<thead>
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<th>Total Expenditures</th>
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<tr>
<td>1,231,308</td>
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<table>
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<td>-</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Unappropriated Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>201,349</td>
</tr>
</tbody>
</table>
Highway 1 Corridor Investment Program
Fund 76626

GL Key 72260
The Highway 1 Corridor Investment Program was developed to relieve congestion and improve access to/from Highway 1 through Santa Cruz County. The program of projects includes auxiliary lanes, bus on shoulder improvements, and bicycle and pedestrian overcrossings. Future projects within the program include interchange modifications, ramp metering, and High Occupancy Vehicle (HOV) lanes.

GL Key 722261
41st Avenue to Soquel Drive Aux Lanes and Bicycle and Pedestrian Overcrossing at Chanticleer Avenue. The project will construct northbound and southbound auxiliary lanes between the 41st Avenue and Soquel Avenue/Drive interchanges and construct a new bicycle and pedestrian overcrossing at Chanticleer Avenue.

GL Key 722262
Bay Avenue/Porter Street to State Park Drive Aux Lanes. The project will construct northbound and southbound auxiliary lanes between the Bay Avenue/Porter Street and State Park Drive interchanges and replace the existing Capitola Avenue local roadway overcrossing.

GL Key 722264
Mar Vista Drive Overcrossing. The Highway 1 Mar Vista Bicycle and Pedestrian Overcrossing will provide a safe link between schools, the beach, residential neighborhoods, and retail centers on each side of Highway 1.

GL Key 722265
Bus on Shoulder Project. Implementation in coordination with each Highway 1 auxiliary lane project to widen shoulder width and pavement section and add signing and pavement markings to support bus-on-shoulder operations.
## Proposed Amended Budget for FY2019-20

**November 7, 2019**

### Highway 1 Investment Program

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Highway 1 Corridor GL Key 722260:</strong></td>
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<tr>
<td>Interest Income</td>
<td>40430</td>
<td>11,191</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>41st to Soquel Aux Lanes &amp; Bike/Ped Xing GL Key 722261:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure D-41st/Sq Aux Lanes</td>
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<td>439,050</td>
<td>1,600,000</td>
<td>(1,250,000)</td>
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<tr>
<td>STIP - 41st/Soquel Aux Lanes</td>
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<td>421,563</td>
<td>3,229,000</td>
<td>(2,899,000)</td>
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<td>(1,919,000)</td>
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<tr>
<td>Expenditures</td>
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<td></td>
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<tr>
<td>Allocated Labor Costs</td>
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<td>52,232</td>
<td>71,770</td>
<td>299,043</td>
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<td>78,230</td>
<td>325,957</td>
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<td>150,000</td>
<td>625,000</td>
<td>475,000</td>
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<tr>
<td>Services and Supplies:</td>
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<td></td>
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<td>1,485,000</td>
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<td>Legal Fees</td>
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<td>891,643</td>
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<td>20,000</td>
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<td>750,000</td>
<td>1,010,000</td>
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<td><strong>Subtotal Services &amp; Supplies</strong></td>
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<td>2,285,000</td>
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<td><strong>Total Expenditures</strong></td>
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<td>2,910,000</td>
<td>(675,000)</td>
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<tr>
<td><strong>Reserve for future year expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hwy 1 41st to Soquel Auxiliary Lanes &amp; Bike/Ped Xing:</td>
<td></td>
<td>1,244,000</td>
<td>-</td>
<td>(1,244,000)</td>
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<td><strong>State Park Dr to Bay Porter Aux Lanes GL Key 722262:</strong></td>
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<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Measure D-St Park/Bay Aux Lanes</td>
<td>40186</td>
<td>39,945</td>
<td>3,025,000</td>
<td>(2,985,055)</td>
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<tr>
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<td>40770</td>
<td>1,830,000</td>
<td>1,830,000</td>
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<td><strong>Total Revenues</strong></td>
<td>39,945</td>
<td>4,855,000</td>
<td>2,553,168</td>
<td>(2,301,832)</td>
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<tr>
<td>Expenditures</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Allocated Labor Costs</td>
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<td>18,847</td>
<td>180,302</td>
<td>223,365</td>
</tr>
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<td>Allocated Overhead (indirect costs)</td>
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<td>20,543</td>
<td>196,530</td>
<td>243,467</td>
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<td><strong>Total Salaries, Benefits &amp; Overhead</strong></td>
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<td>376,832</td>
<td>466,832</td>
<td>90,000</td>
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<td>Services and Supplies:</td>
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<td></td>
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<tr>
<td>PA/ED Consultant</td>
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<td>3,663,168</td>
<td>2,031,336</td>
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<td>62359</td>
<td>375</td>
<td>5,000</td>
<td>0</td>
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<td>50,000</td>
<td>45,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Transportation/Travel/Education</td>
<td>62914</td>
<td>179</td>
<td>-</td>
<td>-</td>
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<td><strong>Subtotal Services &amp; Supplies</strong></td>
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<td>3,713,168</td>
<td>2,086,336</td>
<td>(1,626,832)</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
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<td>4,090,000</td>
<td>2,553,168</td>
<td>(1,536,832)</td>
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<tr>
<td><strong>Reserve for future year expenses</strong></td>
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<td></td>
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<tr>
<td>Hwy 1 State Park Dr to Bay Porter Auxiliary Lanes:</td>
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<td>765,000</td>
<td>-</td>
<td>(765,000)</td>
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<tr>
<td><strong>Mar Vista Drive Overcrossing GL Key 722264:</strong></td>
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<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure D-Mar Vista Xing</td>
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<td>148,500</td>
<td>148,500</td>
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<td>RSTP Exchange - Mar Vista Xing</td>
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<td>-</td>
<td>(551,128)</td>
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<td>551,128</td>
<td>148,500</td>
<td>(402,628)</td>
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<tr>
<td>Expenditures</td>
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<td></td>
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<td>Allocated Labor Costs</td>
<td>57010</td>
<td>634</td>
<td>28,708</td>
<td>47,847</td>
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<td>Allocated Overhead (indirect costs)</td>
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<td>691</td>
<td>31,292</td>
<td>32,583</td>
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<td><strong>Total Salaries, Benefits &amp; Overhead</strong></td>
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<td>60,000</td>
<td>100,000</td>
<td>40,000</td>
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<td>Services and Supplies:</td>
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<td></td>
<td></td>
</tr>
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<td>PA/ED (co-op to SC County)</td>
<td>75303</td>
<td>381,249</td>
<td>48,500</td>
<td>(332,749)</td>
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<td>Pub Info, materials, &amp; meetings</td>
<td>62381</td>
<td>20,000</td>
<td>-</td>
<td>(20,000)</td>
</tr>
<tr>
<td>ROW Consultant</td>
<td>62381</td>
<td>5,000</td>
<td>-</td>
<td>(5,000)</td>
</tr>
<tr>
<td><strong>Subtotal Services &amp; Supplies</strong></td>
<td>406,349</td>
<td>48,500</td>
<td>357,849</td>
<td>(357,849)</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>1,326</td>
<td>466,349</td>
<td>148,500</td>
<td>(317,849)</td>
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<tr>
<td><strong>Reserve for future year expenses</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hwy 1 Mar Vista Drive Overcrossing:</td>
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<td>-</td>
<td>(84,779)</td>
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<tr>
<td><strong>Bus on Shoulder GL Key 722255:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure D - Bus on Shoulder</td>
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<td>1,732</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Santa Cruz Metro</td>
<td>41150</td>
<td>50,000</td>
<td>200,000</td>
<td>125,000</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>51,732</td>
<td>200,000</td>
<td>125,000</td>
<td>(75,000)</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocated Labor Costs</td>
<td>57010</td>
<td>960</td>
<td>4,785</td>
<td>4,785</td>
</tr>
<tr>
<td>Allocated Overhead (indirect costs)</td>
<td>62354</td>
<td>1,046</td>
<td>5,215</td>
<td>5,215</td>
</tr>
<tr>
<td><strong>Total Salaries, Benefits &amp; Overhead</strong></td>
<td>2,006</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Services and Supplies:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant services</td>
<td>62381</td>
<td>45,116</td>
<td>114,000</td>
<td>(68,600)</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>62359</td>
<td>5,000</td>
<td>1,000</td>
<td></td>
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<tr>
<td><strong>Subtotal Services &amp; Supplies</strong></td>
<td>45,116</td>
<td>200,000</td>
<td>115,000</td>
<td>(85,000)</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>47,122</td>
<td>200,000</td>
<td>125,000</td>
<td>(75,000)</td>
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</tbody>
</table>
Active Transportation
Fund 76628

GL Key 722280 MBSST Network
The Monterey Bay Sanctuary Scenic Trail Network (MBSST) is a Regional Transportation Commission (RTC) proposed 50-mile bicycle and pedestrian trail project. The spine of the trail network will be the 32-mile Coastal Rail Trail from Davenport to Watsonville, to be built within or adjacent to the RTC-owned rail right-of-way.

GL Key 722281 North Coast
Segment 5 proposes to construct 7.5 miles of the MBSST’s rail trail spine between Wilder Ranch and Davenport. Segment 5 will be a new multi-use paved path with striping, parallel unpaved path and shoulder, and parking improvements along the scenic North Coast in Santa Cruz County.

GL Key 722282 City of Santa Cruz
Segment 7 will provide connections to Natural Bridges State Beach, West Cliff Drive bike/pedestrian path and the Wilder Ranch path. Segments 8 and 9 construct 2.18 miles between the new San Lorenzo River multi-use crossing and 17th Avenue in the unincorporated area of Santa Cruz County.

County of Santa Cruz (included in GL Key 722280 budget)
Segments 10-12 will construct 5.3 miles between 17th Avenue in the unincorporated area of Santa Cruz County known as Live Oak through Jade Street Park in the City of Capitola, then through Aptos Village to Rio del Mar Boulevard in unincorporated Santa Cruz County.

GL Key 722283 City of Watsonville
Segment 18 will construct 2 miles from Lee Road to Walker Street in the City of Watsonville connecting the city to the existing trail network in the Watsonville Slough Wetlands.
Proposed Amended Budget for FY2019-20  
November 7, 2019

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure D</td>
<td>40186</td>
<td>1,092,459</td>
<td>3,339,250</td>
<td>5,362,583</td>
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<tr>
<td>RSTP Exchange</td>
<td>40761</td>
<td>200,000</td>
<td>150,000</td>
<td>(50,000)</td>
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<tr>
<td>Interest</td>
<td>40430</td>
<td>1,385</td>
<td></td>
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<tr>
<td>Other</td>
<td>42384</td>
<td>200</td>
<td></td>
<td></td>
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<tr>
<td>Land Trust of SCC for Seg 5</td>
<td>42384</td>
<td>121,940</td>
<td>121,958</td>
<td>500,000</td>
</tr>
<tr>
<td>Total Revenues</td>
<td></td>
<td>1,215,984</td>
<td>3,661,208</td>
<td>6,012,583</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocated Labor Costs</td>
<td>57010</td>
<td>228,032</td>
<td>199,501</td>
<td>246,411</td>
</tr>
<tr>
<td>Allocated Overhead (indirect costs)</td>
<td>62354</td>
<td>248,555</td>
<td>217,457</td>
<td>268,589</td>
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<td>Total Salaries, Benefits &amp; Overhead</td>
<td>476,587</td>
<td>416,958</td>
<td>515,000</td>
<td>98,042</td>
</tr>
<tr>
<td>Services and Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBSST Network</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Technical Assistance</td>
<td>62381</td>
<td>41,826</td>
<td>50,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Corridor encroachment &amp; maint</td>
<td>61845</td>
<td>204,699</td>
<td>474,250</td>
<td>189,250</td>
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<td>Environmental Permits</td>
<td>62381</td>
<td>-</td>
<td>-</td>
<td>240,000</td>
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<tr>
<td>MBSST North Coast Segment 5:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Legal Fees</td>
<td>62359</td>
<td>88,233</td>
<td>-</td>
<td>5,000</td>
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<td>Environmental Docs and Design</td>
<td>62381</td>
<td>328,312</td>
<td>575,000</td>
<td>650,000</td>
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<tr>
<td>Tech Asst (envl, survey, EHS, etc.)</td>
<td>62381</td>
<td>99</td>
<td>350,000</td>
<td>115,000</td>
</tr>
<tr>
<td>MBSST City of Santa Cruz Segments 7, 8 &amp; 9:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td>62359</td>
<td>438</td>
<td>-</td>
<td>5,000</td>
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<tr>
<td>Tech Asst (envl, survey, EHS, etc.)</td>
<td>62381</td>
<td>51,990</td>
<td>35,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Seg 7 Constr Phase 1&amp;2 to SC City</td>
<td>75204</td>
<td>1,100,000</td>
<td>2,100,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Seg 8 SL River trestle to SC City</td>
<td>75204</td>
<td>500,000</td>
<td>500,000</td>
<td>-</td>
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<tr>
<td>Ongoing Maintenance</td>
<td>61845</td>
<td>-</td>
<td>50,000</td>
<td>50,000</td>
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<tr>
<td>MBSST County of Santa Cruz Segments 10, 11, 12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prelim Eng &amp; enviro clearance</td>
<td>62340</td>
<td>-</td>
<td>1,333,333</td>
<td>1,333,333</td>
</tr>
<tr>
<td>Professional &amp; Special Services</td>
<td>62381</td>
<td>-</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>MBSST City of Watsonville Segement 18:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td>62359</td>
<td>-</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Tech Asst (envl, survey, EHS, etc.)</td>
<td>62381</td>
<td>23,802</td>
<td>10,000</td>
<td>9,500</td>
</tr>
<tr>
<td>Seg 18 Constr - to City of Wats</td>
<td>75206</td>
<td>150,000</td>
<td>150,000</td>
<td>-</td>
</tr>
<tr>
<td>MBSST City of Capitola City Hall to Monterey Ave:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td>62359</td>
<td>-</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Tech Asst (envl, survey, EHS, etc.)</td>
<td>62381</td>
<td>-</td>
<td>4,500</td>
<td>4,500</td>
</tr>
<tr>
<td>Subtotal Services &amp; Supplies</td>
<td></td>
<td>739,397</td>
<td>3,244,250</td>
<td>5,497,583</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td></td>
<td>1,215,984</td>
<td>3,661,208</td>
<td>6,012,583</td>
</tr>
</tbody>
</table>
## Countywide Bike Signage Project

**GL Key 722289 / Fund 76628**

Installation of directional signage on existing bicycle lanes, routes, and paths throughout the county to encourage people riding bicycles to use those routes best suited for individual cyclists and remind motorists that the roadway is shared with bicyclists.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RSTP Exchange/STBG</strong></td>
<td>40761</td>
<td>48,942</td>
<td>15,000</td>
<td>-</td>
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<tr>
<td><strong>State-Other</strong></td>
<td>40894</td>
<td>78,900</td>
<td>130,000</td>
<td>51,100</td>
</tr>
<tr>
<td><strong>Contr from Other Funds</strong></td>
<td>42367</td>
<td>48,942</td>
<td>25,000</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>176,784</td>
<td>170,000</td>
<td>218,430</td>
<td>48,430</td>
</tr>
</tbody>
</table>

| Salaries, Benefits & Overhead   |                  |                          |                          |            |
| **Allocated Labor Costs**      | 57010            | 24,008                   | 9,569                    | 9,569      |
| **Allocated Overhead**         | 62354            | 26,168                   | 10,431                   | 10,431     |
| **Total Salaries, Benefits & Overhead** | 50,176          | 20,000                   | 20,000                   | -          |

| Services & Supplies            |                  |                          |                          |            |
| **Legal Fees**                 | 62359            | 1,250                    | -                         | 2,000      |
| **Professional & Special Serv**| 62381            | 42,549                   | 20,000                   | 20,000     |
| **Contingency/Special Exp**    | 62856            | -                        | 10,000                   | 9,354      |
| **Construction with contingency**| 86110          | 78,900                   | 120,000                  | 167,076    |
| **Total Services & Supplies**  | 122,699          | 150,000                  | 198,430                  | 48,430     |

| Total Expenditures             | 172,875          | 170,000                  | 218,430                  | 48,430     |
| Reserve Funds                  |                  |                          |                          |            |
| Unappropriated Revenues:       | 3,909            | -                        | -                        | -          |
Measure D Budget

Introduction

Measure D is a 1/2 cent transaction and use tax measure passed in November 2016, to improve, operate and maintain Santa Cruz County’s transportation network through an Expenditure Plan.

As the administrator of Measure D, the RTC allocates, administers and oversees the expenditure of all Measure D revenues which are not directly allocated by formula annually to other agencies, consistent with the Expenditure Plan.

In accordance with the Ordinance, a separate fund for all Measure D revenues was established and an annual independent fiscal audit of the financial statements including compliance with the requirements of the Expenditure Plan is conducted.

The distribution and budgeting of the Expenditure Plan are accounted for in One Solution, the Santa Cruz County Auditor Controller’s accounting program. General Ledgers are established to track revenues and expenditures separately and/or by fund purpose for each investment category, a specific project or program.

Expenditures for Measure D programs and projects are paid by RTC or other agencies and reimbursed from Measure D. These reimbursements are shown as revenue due to the rules of governmental accounting.

After allocating an amount to the RTC for administration and implementation, funds are distributed by pre-determined formula to five investment categories set forth in the Expenditure Plan of Measure D as follows:

Direct Allocations
1. Neighborhood (Hwys 9&17, cities and county) – 30%
2. Transit/Paratransit (SCMTD and Community Bridges) – 20%

Regional Projects
3. Highway Corridor – 25%
4. Active Transportation – 17%
5. Rail Corridor – 8%
Measure D Fiduciary Fund
GL Key 729000

Measure D revenues are collected by the California Department of Tax & Fee Administration (CDTFA) and distributed to the RTC each month by wire transfer to the Santa Cruz County treasury into the Measure D general fund and distributed to the separate fiduciary fund for each of the five investment categories.

<table>
<thead>
<tr>
<th>Measure D Fiduciary Deposit Fund</th>
<th>2018-19 Estimate</th>
<th>2019-20 Approved</th>
<th>2019-20 Proposed</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues Received from CDTFA</td>
<td>Object</td>
<td>6/27/19</td>
<td>11/7/19</td>
<td></td>
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<tr>
<td>Measure D</td>
<td>40186</td>
<td>21,982,020</td>
<td>21,613,974</td>
<td>21,613,974</td>
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<tr>
<td>Interest</td>
<td>40430</td>
<td>5,074</td>
<td>5,000</td>
<td>250</td>
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<td>Total Revenues</td>
<td>21,987,094</td>
<td>21,618,974</td>
<td>21,614,224</td>
<td>(4,750)</td>
</tr>
<tr>
<td>Admin and Implement Allocation</td>
<td>75381</td>
<td>735,108</td>
<td>776,332</td>
<td>776,332</td>
</tr>
</tbody>
</table>

Distributions to Investment Categories per Ordinance

<table>
<thead>
<tr>
<th></th>
<th>2018-19</th>
<th>2019-20</th>
<th>2019-20</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood 30%*</td>
<td>75382</td>
<td>6,374,074</td>
<td>6,251,173</td>
<td>6,251,293</td>
</tr>
<tr>
<td>Highway Corridors 25%</td>
<td>75383</td>
<td>5,311,728</td>
<td>5,209,310</td>
<td>5,209,411</td>
</tr>
<tr>
<td>Transit/Paratransit 20%</td>
<td>75384</td>
<td>4,249,382</td>
<td>4,167,449</td>
<td>4,167,528</td>
</tr>
<tr>
<td>Active Transp 17%</td>
<td>75385</td>
<td>3,611,975</td>
<td>3,542,331</td>
<td>3,542,399</td>
</tr>
<tr>
<td>Rail Corridor 8%</td>
<td>75386</td>
<td>1,699,753</td>
<td>1,666,979</td>
<td>1,667,011</td>
</tr>
<tr>
<td>Total Distributions</td>
<td>21,246,912</td>
<td>20,837,242</td>
<td>20,837,642</td>
<td>400</td>
</tr>
</tbody>
</table>

Unappropriated Revenues: 5,074 5,400 250 (5,150)

*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.
Proposed Amended Budget for FY2019-20
November 7, 2019

Measure D
Administration and Implementation
GL Key 729100

Expenditures include allocated salaries, benefits, and overhead, materials and supplies and consultant services including sales and use tax forecast, auditing of tax receipts, fiscal audit, and financial advisory services for administration and overall implementation of the expenditure plan.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure D</td>
<td>40186</td>
<td>735,108</td>
<td>776,732</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
<td>40430</td>
<td>11,304</td>
<td>5,000</td>
<td>-</td>
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<tr>
<td>Total Revenues</td>
<td>746,412</td>
<td>781,732</td>
<td>781,732</td>
<td>-</td>
</tr>
</tbody>
</table>

Salaries, Benefits & Overhead

| Allocated Labor Costs                    | 57010            | 233,394                  | 273,556                   | -          |
| Allocated Overhead                       | 62354            | 254,399                  | 298,176                   | -          |
| Total Salaries, Benefits & Overhead      | 487,793          | 571,732                  | 571,732                   | -          |

Services & Supplies

| General Supplies & Expenses              | 62223            | -                        | 30,000                    | -          |
| Accounting & Audit                      | 62301            | 1,000                    | 1,000                     | -          |
| Legal Fees                               | 62359            | 500                      | -                         | -          |
| Professional & Special Services         | 62381            | 2,225                    | 174,000                   | -          |
| Adv & Promo Materials                    | 62801            | 742                      | -                         | -          |
| Total Services & Supplies               | 4,467            | 205,000                  | 205,000                   | -          |

Total Expenditures                        | 492,260          | 776,732                  | 776,732                   | -          |

Unappropriated Revenues: 254,153 5,000 5,000 -

Measure D
Neighborhood and Transit – Direct Allocations

Neighborhood funds are first allocated to Highway 9 & 17, then by formula to the cities and the County of Santa Cruz to address transportation needs on local roads. Transit allocates its funds 80% to Santa Cruz METRO, and 20% to Community Bridges Lift Line to address transportation needs for seniors and people with disabilities.
Measure D
Neighborhood Fund GL Key 729200

<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Measure D Funds</td>
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<td>6,251,173</td>
<td>6,251,293</td>
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<td>Interest</td>
<td>40430</td>
<td>761</td>
<td>1,000</td>
<td>1,000</td>
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<td>Total Revenues</td>
<td>6,374,835</td>
<td>6,252,173</td>
<td>6,252,293</td>
<td>120</td>
</tr>
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</table>

Direct Allocations:
- Highway 17 Wildlife Cross: 62888, 166,667, 166,667, 166,667, -
- City of Capitola: 75203, 330,161, 318,760, 318,766, 7
- City of Santa Cruz: 75204, 1,335,519, 1,308,997, 1,309,025, 27
- City of Scotts Valley: 75205, 287,756, 267,599, 267,604, 6
- City of Watsonville: 75206, 892,396, 879,820, 879,839, 18
- County of Santa Cruz: 75303, 3,029,023, 2,975,997, 2,976,059, 62

Total Direct Allocations: 6,374,856, 6,251,173, 6,251,293, 120

Unappropriated Revenues: (21), 1,000, 1,000, (0)

Measure D revenues are transferred to the respective GL Key for disbursement directly to the recipient agency the following GL Keys each month by Journal Entry, electronic funds transfer or check.

Highway 9 Corridor GL Key 729202
Highway 17 Wildlife Crossing GL Key 729203
Transit GL Key 729400

Measure D Regional Projects

The Regional Transportation Commission (RTC) is responsible for regional projects funded by Measure D. RTC oversight projects include the Highway Corridor, Active Transportation/Trail Program, Rail Corridor, San Lorenzo Valley/Highway 9 Corridor, and the Highway 17 Wildlife Crossing.

Highway Corridors funds programs and projects including:
- Cruz 511 county traveler information service
- Safe on 17
- Freeway Service Patrol
- Auxiliary lanes between exits on Highway 1
- Bicycle and pedestrian bridges over Highway 1
## Measure D

### Highway Corridors GL Key 729300

<table>
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</thead>
<tbody>
<tr>
<td></td>
<td>40186</td>
<td>5,311,728</td>
<td>5,209,310</td>
<td>5,209,411</td>
<td>101</td>
</tr>
<tr>
<td>Interest</td>
<td>40430</td>
<td>156,302</td>
<td>200,000</td>
<td>200,000</td>
<td>-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>5,470,030</td>
<td>5,409,310</td>
<td>5,409,411</td>
<td>101</td>
<td></td>
</tr>
</tbody>
</table>

### Program and Project Expenditures

#### Planning - Regional Conservation Investment Strategy

| Allocated Labor Costs | 57010   | -              | -              | 4,880 | 4,880   |
| Allocated Overhead (indirect costs) | 62354 | 40,434         | 8,605          | 8,605  | -       |
| Salaries, Benefits & Overhead | - | 10,200         | 10,200         | -      |          |

#### Planning - Other

| UCS Consultant | 62381 | 199,808         |
| Subtotal Services & Supplies | 199,808 | -              | -              | -      |

#### Freeway Service Patrol (FSP)

| Allocated Labor Costs | 57010 | 37,095         | 7,895          | 7,895  | -       |
| Allocated Overhead (indirect costs) | 62354 | 77,529         | 16,500         | 16,500 | -       |
| Salaries, Benefits & Overhead | - | 158,302        | 200,000        | 200,000 | -       |

#### SAFE

| CHP | 75280 | 25,000         | 50,000         | 50,000  | -       |
| Subtotal Services & Supplies | 25,000 | 50,000         | 50,000         | -      |

#### Cruz 511

| Allocated Labor Costs | 57010 | 42,226         | 23,923         | 23,923  | -       |
| Allocated Overhead (indirect costs) | 62354 | 88,253         | 50,000         | 50,000  | -       |
| Salaries, Benefits & Overhead | - | 52,153         | 100,000        | 100,000 | -       |
| Subtotal Services & Supplies | - | 1,000          | 1,000          | -      |

#### Bus on Shoulder

| Allocated Labor Costs | 57010 | -              | 47,847         | 47,847  | -       |
| Allocated Overhead (indirect costs) | 62354 | 52,153         | 52,153         | -      |
| Salaries, Benefits & Overhead | - | 108,593        | 300,000        | 300,000 | -       |
| Subtotal Services & Supplies | - | 48,500         | 48,500         | -      |

#### 41st to Soquel Aux Lanes & Bike/Ped Xing:

| Allocated Labor Costs | 57010 | 51,958         | 143,541        | 143,541 | -       |
| Allocated Overhead (indirect costs) | 62354 | 56,635         | 156,459        | 156,459 | -       |
| Salaries, Benefits & Overhead | - | 200,000        | 200,000        | -      |
| Design and Engineering Consult | 62340 | 328,082        |
| Legal Fees | 62359 | 2,375          | 5,000          | 5,000   |
| Pub Info, materials, & meetings | 62381 | 45,000         | 45,000         | -      |
| Subtotal Services & Supplies | - | 330,457        | 50,000         | 50,000  |

#### State Park Dr to Bay Porter Aux Lanes:

| Allocated Labor Costs | 57010 | -              | 143,541        | 143,541 | -       |
| Allocated Overhead (indirect costs) | 62354 | 51,958         | 156,459        | 156,459 | -       |
| Salaries, Benefits & Overhead | - | 978,168        | 978,168        | -      |
| Pub Info, materials, & meetings | 62381 | 50,000         | 50,000         | -      |
| Subtotal Services & Supplies | - | 1,033,168      | 1,033,168      | -      |

Total Expenditures: 886,945, 2,065,124, 2,115,124, 50,000

Unappropriated Revenues: 4,583,086, 3,344,186, 3,294,287, (49,900)
# Measure D

## Active Transportation GL Key 729500

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<th>2019-20</th>
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Active Transportation projects for the Monterey Bay Scenic Sanctuary Trail include:
- Construction of bicycle and pedestrian trails
- New bike and pedestrian bridges
- Adding lighting and security features
- Keeping the trail safe and clean for active use
- Storm and drainage management
- Leveraging matching state and federal grants

Measure D
Rail Corridor GL Key 729600

The Santa Cruz Branch Rail Line purpose includes:
- Evaluating options and alternatives to driving, and plan for future mobility needs
- Preservation of rail corridor infrastructure

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Salaries, Benefits & Overhead

| Allocated Labor Costs | 57010 | 151,625 | 60,526 | 236,750 | 176,223 |
| Allocated Overhead    | 62354 | 165,271 | 65,974 | 258,057 | 192,084 |
| Total Salaries, Benefits & Overhead | 316,897 | 126,500 | 494,807 | 368,307 |

Services & Supplies

| Repairs & Maintenance     | 61845 | 46,379 | 1,387,500 | 1,161,000 | (226,500) |
| Design and Eng Consult    | 62340 | 96,938 | -          | -          | -         |
| Legal Fees                | 62359 | 159,520 | 92,500 | 92,500 | -         |
| Professional & Special Servi | 62381 | 488,739 | 50,000 | 725,007 | 675,007 |
| Total Services & Supplies | 791,576 | 1,530,000 | 1,978,507 | 448,507 |

Total Expenditures:
- From Reserves: 806,303
- Unappropriated Revenues: 816,814

Total Expenditures:
- 1,108,473
- 1,656,500
- 2,473,314
- 816,814

Unappropriated Revenues:
- 631,793
- 10,479
- -
Proposed Amended Budget for FY2019-20
November 7, 2019

Measure D
San Lorenzo Valley Highway 9 Corridor Improvements
GL Key 729202

The San Lorenzo Valley Highway 9 Corridor Investment program is allocated ten ($10) million to prepare and implement a plan for projects including:

- Safety projects for people walking, biking or driving
- Projects that provide safe access to schools
- Intersection and signal improvements
- Bicycle lanes, paths and/or signage
- Accessible pedestrian crosswalks and sidewalks
- Improved access to bus stops and bus service

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Salaries, Benefits & Overhead

| Allocated Labor Costs | 57010 | 16,746 | 9,569 | 9,569 | - |
| Allocated Overhead    | 62354 | 18,254 | 10,431 | 10,431 | - |
| Total Salaries, Benefits & Overhead | 35,000 | 20,000 | 20,000 | - |

Services & Supplies

| Professional & Special Services | 62381 | - | 160,000 | 160,000 | - |
| To CalTrans for PID            | 75230 | - | 100,000 | 100,000 | - |
| Construction with contingency  | 86110 | - | 15,000  | 15,000  | - |
| Total Services & Supplies      | -     | 260,000 | 275,000 | 15,000  |

Total Expenditures: 35,000 280,000 295,000 15,000

Unappropriated Revenues: 309,057 61,333 46,333 (15,000)
The Highway 17 Wildlife Crossing project will improve safety for both drivers and wildlife. Five ($5) million is allocated for the construction of a safe passage for wildlife to cross under Highway 17. The only costs budgeted at this time is $15,000 for staff time related to the preparation of the project. Construction expected to begin (2021).

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**Salaries, Benefits & Overhead**

| Allocated Labor Costs                  | 57010           | -                        | -                        | 7,177      |
| Allocated Overhead                     | 62354           | -                        | -                        | 7,823      |
| **Total Salaries, Benefits & Overhead**| -               | -                        | -                        | 15,000     |

<p>| Unappropriated Revenues:               | 172,028         | 166,667                  | 158,167                  | -          |</p>
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<td>4,847,583</td>
<td>1,978,507</td>
<td>8,644,714</td>
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| Total Expenditures | 776,732 | 295,000 | 15,000 | 2,105,124 | 5,369,519 | 2,473,314 | 11,034,689 |

| From Reserves | - | - | - | - | 1,727,120 | 806,303 | 2,533,423 |

<p>| Unappropriated Revenues: | 5,000 | 46,333 | 45,167 | 3,304,287 | - | - | 3,513,786 |</p>
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<th>FSP</th>
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<th>Hwy</th>
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<td>5,736,668</td>
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<td>2,873,247</td>
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<td>1,625,732</td>
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<td>239,900</td>
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## Transportation Development Act (TDA) Estimates and Revenues

| Month | FY 09-10 Actual Revenue | FY 10-11 Actual Revenue | FY 11-12 Actual Revenue | FY 12-13 Actual Revenue | FY 13-14 Actual Revenue | FY 14-15 Actual Revenue | FY 15-16 Actual Revenue | FY 16-17 Actual Revenue | FY 17-18 Actual Revenue | FY 18-19 Actual Revenue | FY 19-20 Auditor Controller Difference Auditor Controller Difference % Chg |
|-------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| JUL   | 454,800                  | 410,500                  | 499,800                  | 533,900                  | 556,100                  | 591,100                  | 601,300                  | 629,500                  | 583,500                  | 908,365                  | 910,174                  | 1,060,892               | 150,718                  | 16.56%                  | 116.56%                  |
| AUG   | 539,000                  | 547,300                  | 666,400                  | 711,800                  | 741,500                  | 788,200                  | 801,800                  | 839,400                  | 778,000                  | 670,376                  | 671,711                  | 645,862                 | -25,849                 | -3.85%                  | 107.89%                  |
| SEP   | 719,093                  | 819,955                  | 699,895                  | 718,257                  | 818,354                  | 791,871                  | 872,384                  | 1,146,538                | 886,090                  | 1,276,595                | 887,855                  | 905,654                 | 17,799                  | 2.00%                   | 105.78%                  |
| OCT   | 490,500                  | 458,300                  | 486,400                  | 556,500                  | 596,900                  | 616,700                  | 617,500                  | 657,500                  | 665,500                  | 1,276,595                | 1,279,137                | 1,069,443               | -209,694                | -16.39%                 | 98.21%                   |
| NOV   | 555,900                  | 611,000                  | 648,500                  | 742,000                  | 795,900                  | 822,300                  | 823,300                  | 876,700                  | 887,300                  | 577,500                  | 578,651                  | 671,711                 | -67,026                 | -0.66%                  | 36.21%                   |
| DEC   | 625,785                  | 776,432                  | 804,308                  | 733,900                  | 732,985                  | 719,449                  | 917,127                  | 813,479                  | 959,017                  | 905,920                  | 907,724                  | 879,442                 | 87,049                  | 9.60%                   | 125.80%                  |
| JAN   | 465,300                  | 502,700                  | 510,100                  | 534,300                  | 557,700                  | 601,300                  | 631,600                  | 632,900                  | 655,100                  | 877,694                  | 879,442                  | 817,896                 | 81,549                  | 10.06%                  | 115.64%                  |
| FEB   | 620,400                  | 670,300                  | 680,100                  | 712,400                  | 728,800                  | 801,800                  | 842,100                  | 843,800                  | 873,500                  | 816,270                  | 817,896                  | 848,888                 | 31,011                  | 3.70%                   | 108.79%                  |
| MAR   | 607,400                  | 510,760                  | 625,667                  | 632,278                  | 802,890                  | 739,331                  | 763,406                  | 911,051                  | 855,723                  | 861,435                  | 863,150                  | 848,888                 | 14,267                  | 1.71%                   | 109.36%                  |
| APR   | 385,100                  | 412,600                  | 441,300                  | 475,600                  | 504,100                  | 524,400                  | 559,000                  | 626,200                  | 564,300                  | 847,201                  | 848,888                  | 907,724                 | 59,829                  | 6.35%                   | 114.89%                  |
| MAY   | 562,700                  | 605,300                  | 588,400                  | 634,100                  | 672,100                  | 699,200                  | 745,400                  | 834,900                  | 854,103                  | 607,386                  | 608,595                  | 817,896                 | 100,305                 | 16.47%                  | 117.09%                  |
| JUN   | 605,859                  | 631,912                  | 756557                   | 759,038                  | 780,261                  | 853,689                  | 795,139                  | 563,619                  | 777,152                  | 912,189                  | 914,006                  | 817,896                 | 96,110                  | 11.91%                  | 119.50%                  |
| TOTAL | 6,631,837                | 6,957,059                | 7,407,427                | 7,744,102                | 8,287,590                | 8,549,340                | 8,970,056                | 9,101,315                | 9,599,733                | 10,147,019               | 10,167,228               | 3,681,851               | -67,026                 | -0.66%                  | 36.21%                   |
| % Chg | -7.89%                   | 4.90%                    | 6.47%                    | 6.47%                    | 4.55%                    | 7.02%                    | 3.16%                    | 4.92%                    | 1.46%                    | 5.48%                    | 6.66%                    | 0.20%                    |
RECOMMENDATIONS

Regional Transportation Commission staff recommends that the Regional Transportation Commission (RTC):

1. Adopt a resolution (Attachment 1) authorizing the Executive Director to execute a contract with Harris & Associates in an amount not to exceed $606,198 for environmental permitting and analysis for storm damage sites 5 & 6, high-priority bridge repairs, and maintenance and preservation activities on the Santa Cruz Branch Rail Line.

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 Regional Transportation Commission (RTC) 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. Since the rail right-of-way extends beyond the limits of the freight easement, RTC will also have maintenance work to preserve the rail right-of-way, beyond those boundaries.

In February 2017, winter storms resulted in damage to (7) locations on the Santa Cruz Branch Rail Line. In 2018, the Federal Emergency Management Agency (FEMA) designated the seven (7) locations with damages as eligible for disaster relief funding. Permits and final design for five (5) of those sites (Sites 1, 2, 3, 4, and 7) have been contracted and are expected to go to construction next year. Final Design of the remaining two storm damage repair sites north of Santa Cruz (Sites 5 and 6) is under contract with work proceeding, but RTC needs to enter into a contract with a qualified firm to prepare environmental permit applications and technical reports.

In addition to the work needed to repair the storm damage, the RTC has been inspecting the rail line to identify the other work needed to preserve the Santa Cruz Branch Rail Line including drainage repairs, bridge repairs, vegetation control, and at-grade roadway crossing maintenance. To perform some of this work, RTC has determined that regulatory permits will likely be required. To meet regulatory...
permit requirements for both the remaining storm damage projects and preservation maintenance work, RTC issued a Request for Proposals (RFP) for a qualified environmental firm. Maintenance work that does not require regulatory permits will continue uninterrupted.

DISCUSSION

Through preservation efforts on the Santa Cruz Branch Rail Corridor, staff identified a need to procure an environmental services consultant to prepare technical studies, perform field surveys, prepare and submit permit applications, and perform associated monitoring to comply with environmental regulations and requirements for planned repairs and some preventative maintenance activities. The short-term needs include project-specific environmental permits for two remaining storm damage sites located north of Santa Cruz (sites 5 and 6), and high priority bridge repairs. The long-term needs include programmatic permits to allow for some ongoing maintenance and repair activities as part of RTC’s Preventative Maintenance Program, Bridge Management Program, and other future repairs as needed to preserve the Santa Cruz Branch Rail corridor.

The scope of work included in the Request for Proposals (RFP) called for firms to prepare permit applications and supporting documentation for storm damage repair sites 5 and 6 located north of the City of Santa Cruz and high-priority bridge repairs. Additionally, the scope of work includes preparing applications and supporting documentation for a programmatic permit for maintenance activities that preserve the Santa Cruz Branch Rail corridor.

Four proposals were received in response to the RFP. An evaluation team made up of Grace Blakeslee and Sarah Christensen of RTC staff and Juliette Robinson from the County of Santa Cruz Planning Department reviewed and scored the proposals based on the evaluation criteria established in the RFP. Two firms were short-listed based on the evaluation criteria and interviewed by the evaluation team and RTC Executive Director Guy Preston on August 23, 2019. Based on the interview and the evaluation criteria, Harris & Associates was identified as having the highest-ranked proposal. Harris & Associates has experience permitting transportation projects, preparing programmatic permits, and conducting environmental analysis and monitoring.

The scope of work for the proposed contract with Harris & Associates includes project-specific environmental permitting for storm damage sites 5 and 6, the high-priority bridge repairs, and a programmatic permit for maintenance activities including, but not limited to, culvert and ditch maintenance, at-grade roadway crossing maintenance, and vegetation control. The application for the programmatic maintenance permit will cover future routine repairs to bridges not included in the high-priority bridge repairs, since many of the 29 bridges along the Santa Cruz Branch Rail Corridor are timber bridges requiring repairs every 2-5 years. Once obtained, the programmatic permit will allow the RTC to make future repairs to bridges, culverts, and storm damage in an expedited manner rather than having to obtain project-specific permits for each repair. The programmatic permit for
maintenance activities on the Santa Cruz Branch Rail corridor will cover a 5-year period, with reporting of maintenance activities required annually to regulatory agencies.

Environmental resource permit applications for storm damage sites 5 & 6 and high-priority bridge repairs are planned to be submitted as project-specific permit applications in order to complete these repairs sooner. Approval of a programmatic permit for other maintenance activities is anticipated to take longer (2.5 years) to obtain than stand-alone environmental permits (18 months).

RTC staff has negotiated a cost with Harris & Associates to complete the required work in the amount of $606,198. Applications for storm damage repairs and high-priority bridge repairs are scheduled to be submitted to United State Army Corps of Engineers, United State Fish and Wildlife Services, National Oceanic and Atmospheric Administration, Regional Water Quality Control Board, California Department of Fish and Wildlife and California Coastal Commission in May 2020 and approved in March 2021 with construction expected to begin in Summer/Fall 2021.

The programmatic permit application for maintenance activities would be submitted in September 2020 with a scheduled approval in May 2022 and maintenance activities likely occurring in Summer 2022. On-going maintenance work not requiring the programmatic permit will continue. Harris & Associates will work with RTC staff to streamline permit process by combining or concurrently implementing compliance and permitting efforts, wherever feasible. This may occur when permitting needs and schedules for projects are similar and will be identified through an opportunity and constraints analysis.

**RTC staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to execute a contract with Harris & Associates in an amount not to exceed $606,198 for environmental permitting and analysis to secure permits for storm damage sites 5 & 6, high-priority bridge repairs, and maintenance activities on the Santa Cruz Branch Rail Line.**

**FISCAL IMPACT**

Environmental permitting for storm damage repair sites 5 & 6 and high-priority bridge repairs are funded through Measure D Rail Corridor funds for 2017 Storm Damage Repair & Cleanup. Environmental permitting for maintenance activities are funded through Measure D Active Transportation funds for Corridor Encroachment & Maintenance. Staff will seek reimbursement from the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES) for costs associated with 2017 storm damage repair sites.

The funding needed to complete environmental permitting tasks for storm damage repair sites 5 & 6, high-priority bridge repairs, and maintenance work scheduled for FY19/20 is included in the proposed amendments to the RTC’s FY19/20 budget to be considered at the November 7, 2019 RTC meeting.
SUMMARY

Staff procured a qualified environmental firm for environmental permitting for 2017 storm damage sites 5 & 6, high-priority bridge repairs, and preventative maintenance on the Santa Cruz Branch Rail Line. Staff requests authorization to enter into a contract with the highest-ranked firm in response to the Request for Proposals (RFP) for environmental permitting services. Staff also recommends amendments to the Measure D Rail and Measure D Active Transportation categories to provide funding for the tasks required to obtain the environmental permits needed to construct forthcoming the storm damage sites 5 & 6 repair construction contracts, high-priority bridge repairs, and preventative maintenance on the Santa Cruz Branch Rail Line.

ATTACHMENTS:
1. Resolution for Environmental Services Contract Award
   a. Exhibit A: Draft Contract and Scope of Work
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of November 7, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
A CONTRACT WITH HARRIS & ASSOCIATES
FOR ENVIRONMENTAL PERMITTING SERVICES

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

WHEREAS, in early 2017, the Branch Line suffered damages due to historic rain storms that hit Santa Cruz County and other parts of the state;

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA);

WHEREAS, 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;

WHEREAS, SPPR owns a freight easement extending ten feet from the centerline of railroad tracks on the Branch Line;

WHEREAS, Section 5 of the ACL agreement with SPPR requires that the Regional Transportation Commission (RTC) fund and complete initial repairs to the freight easement property;

WHEREAS, 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;

WHEREAS, the rail right-of-way extends beyond the limits of the freight easement, RTC will also have maintenance work to preserve the rail right-of-way, beyond those boundaries;

WHEREAS, preservation and maintenance of the Santa Cruz Branch Rail Line is needed to support future transportation uses of the Santa Cruz Branch Rail Line corridor, including a multi-use trail next to the rail line and freight and excursion rail services;

WHEREAS, environmental permitting is required to undertake work associated with Storm Damage Site 5 & 6 repairs, high-priority bridge repairs and maintenance activities;

WHEREAS, RTC procured a qualified firm for environmental permitting for 2017 storm damage sites 5 & 6, high-priority bridge repairs, and preventative maintenance on the Santa Cruz Branch Rail Line;
WHEREAS, Harris & Associates was the highest-ranked firm based on the evaluation criteria;

WHEREAS, the draft contract and scope of work are included as Exhibit A;

WHEREAS, environmental permitting for storm damage repair sites 5 & 6 and high-priority bridge repairs are funded through Measure D Rail Corridor funds for 2017 Storm Damage Repair & Cleanup;

WHEREAS, environmental permitting for maintenance activities within the Santa Cruz Branch Rail Line right-of-way are funded through Measure D Active Transportation funds for Corridor Encroachment & Maintenance;

WHEREAS, RTC staff will seek reimbursement from the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES) for costs associated with 2017 storm damage repair sites; and,

WHEREAS, the funds needed to complete environmental permitting tasks for storm damage repair sites 5 & 6, high-priority bridge repairs, and maintenance work scheduled for FY19/20 are included in the proposed amendments to the RTC’s Fiscal Year (FY) 2019-20 budget to be considered at the November 7, 2019 RTC meeting.

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

1. The Executive Director is authorized to execute a contract with Harris & Associates in an amount not to exceed $606,198 with a term ending June 30, 2022 for tasks associated with environmental permitting and analysis for storm damage sites 5 & 6, high-priority bridge repairs, and maintenance preservation activities on the Santa Cruz Branch Rail Line, subject to final review and approval by legal counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

ATTEST:

____________________________   ____________________________
Bruce McPherson, Chair     Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers
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THIS AGREEMENT made and entered into on this 8th day of November, 2019 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Harris & Associates, hereinafter called CONSULTANT for Environmental Permitting. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill to conduct work associated with environmental permitting and analysis to obtain resource agency permits for repairs and maintenance activities on the Santa Cruz Branch Rail Line, 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>Kate Giberson</td>
<td>Harris &amp; Associates</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Shannon Bane</td>
<td>Harris &amp; Associates</td>
<td>Deputy Project Manager</td>
</tr>
<tr>
<td>Wendy Young</td>
<td>Harris &amp; Associates</td>
<td>Deputy Project Manager</td>
</tr>
<tr>
<td>Erin McGinty</td>
<td>EcoSystems West</td>
<td>Biological Resource Specialist</td>
</tr>
<tr>
<td>Justin Davilla</td>
<td>EcoSystems West</td>
<td>Biological Resource Specialist</td>
</tr>
</tbody>
</table>

C. No person named in paragraph B of this Article, 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. Such consent shall not be unreasonably withheld.

D. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
   1. CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B: Project Schedule) and incorporated by reference. The CONSULTANT shall indicate the percent of each task complete with each invoice.
   2. The 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 Cost Proposal, dated September 26, 2019, attached hereto (Exhibit C: Cost Proposal) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:
   A. The method of payment for this contract will be based on actual cost plus a fixed fee.
      COMMISSION will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by contract amendment.
B. CONSULTANT shall not exceed task cost estimates as shown in Exhibit C: Cost Estimate, except with the prior written approval of the Contract Manager.

C. The total amount payable by COMMISSION including the fixed fee shall not to exceed $606,198 for environmental permitting and environmental analysis to support permitting as shown in Exhibit C: Cost Proposal.

D. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Exhibit C: Cost Proposal.

E. In the event, that COMMISSION determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COMMISSION shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “D” shall not be exceeded, unless authorized by contract amendment.

F. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

G. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

H. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 5 of this Agreement.

I. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

J. This contract is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this contract. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

K. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

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

The invoices must include the following information:

1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested, specifically noting the amount of retention, if any;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT’s work by the Contract Manager.

L. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit 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. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COMMISSION. The final invoice should be submitted within 45 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

M. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Exhibit C: Cost Proposal.

N. 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.

4. TERM.

A. This Agreement shall go into effect on 8th day of November, 2019 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 Agreement shall end on June 30, 2022 unless earlier terminated or extended by contract amendment.

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

5. TERMINATION.

A. COMMISSION reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT without cause.

B. COMMISSION may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this contract with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this contract 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.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The
CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT; 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, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. SAFETY.

A. The CONSULTANT shall comply with 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.

B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel and any subcontractors must submit and comply with the “right-of-entry agreement” with St. Paul and Pacific Railroad (SPPR), or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference. Consultant and sub consultants personnel working on the within the Rail Line Right of Way shall comply with all applicable safety requirements.

C. Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project project are open to public traffic. 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 and the protection of the traveling public from injury and damage from such vehicles.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

8. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects 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 Agreement, 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 four million dollars ($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 limit of two million dollars ($2,000,000) per occurrence and six million dollars ($6,000,000) in the 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 railroad 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 Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. 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 Agreement.

B. Other Insurance Provisions

1. If any insurance coverage required in this Agreement 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 Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. 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 officials, employees, agents and volunteers, and St. Paul and Pacific Railroad (SPPR) Santa Cruz and Monterey Bay (SC&MB) Railroad, 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 Agreement.

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 Agreement 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 CONSULTANT’s obligation to provide them. All Certificates of Insurance and 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 Agreement upon occurrence of such event.

6. If any insurance policy of CONSULTANT required by this document 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.

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 Agreement, 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 Agreement, 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. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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 Agreement.

C. 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.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. 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 Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. 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.

F. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement 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. **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 Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; 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.

13. **CONFLICT OF INTEREST.**

A. 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 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.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. 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.

14. **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 Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

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

B. 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.

16. INDEPENDENT CONSULTANT STATUS. 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. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

B. 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.

C. 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.

D. By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.
17. **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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COMMISSION.

19. **RETENTION OF RECORDS/AUDIT.**

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The state, State Auditor, COMMISSION, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it’s 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. 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. Subcontracts in excess of $25,000 shall contain this provision.

C. 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.

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 Agreement 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 Agreement 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no
further agreement will be necessary to transfer ownership to the COMMISSION. The
CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete
the review and approval process.

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

C. The COMMISSION may permit copyrighting reports or other contract products, subject to its
rights in Section D below. If copyrights are permitted, the agreement shall provide that the
FHWA/FTA and Department 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.

D. 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.

E. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of
the provisions of this Article.

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 Legislative committee.

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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this
Article.

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. 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 Agreement 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 Agreement and shall comply with COMMISSION’s instructions.
   A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement 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.

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.
   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 Board of 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, cost proposal 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.

31. **SUBCONTRACTING.**

**A.** 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.

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

**C.** CONSULTANT shall pay its subconsultants within seven (7 calendar days from receipt of each payment made to CONSULTANT by COMMISSION.

**D.** 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 subconconsultants must be approved in writing by the COMMISSION’s Contract Manager prior to the start of work by the subconsultant.

**F.** **Prompt Progress Payment to Subconsultants:**

A prime contractor or subcontractor shall pay to any subcontractor not later than 7-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the COMMISSION’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**G.** **Prompt Payment of Withheld Funds to Subcontractors:**

No subconsultant retainage will be held by the COMMISSION from progress payments due the prime CONSULTANT. Any retainage kept by the prime CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 30 days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COMMISSION’S prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in 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 CONSULTANT, deficient subcontractor performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants. This clause shall be included in any subcontracts.
H. 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.

I. 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 Agreement 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.

J. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

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 Cost Proposal 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: “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.” 49 CFR, Part 18 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.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. 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 obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The CONSULTANT, subrecipient 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 Agreement, which may result in the termination of this Agreement 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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

E. 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).

F. A DBE performs a Commercially Useful Function (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. To 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 Administrator 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 Administrator.

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 Administrator within 30 days.

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

M. 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 provides prior authorization approving a request for termination or substitution of a listed DBE, the contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

35. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this Agreement 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 Agreement 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 s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. 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 Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
Harris and Associates, Inc
Kate Giberson, Project Manager
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
38. **COMPLETE AGREEMENT.**

A. **AGREEMENT:** The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement 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 Agreement 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 Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This Agreement 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 Agreement 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 Agreement 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 Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s)

D. Attachments are:
   - Exhibit A: Scope of Services
   - Exhibit B: Project Schedule
   - Exhibit C: Cost Proposal
   - Exhibit D: Disclosure of Lobbying Activities, Standard Form (*Exhibit 10-Q, LAPM*)
   - Exhibit E: Levine Act Statement
   - Exhibit F: Consultant Certification of Contract Costs and Financial Management System (*Exhibit 10-K, LAPM*)
   - Exhibit G: Notice to Proposer DBE Information (*Exhibit 10-I LAPM*)
   - Exhibit H: Proposer DBE Information (*Exhibit 10-O2 LAPM*)
   - Exhibit I: Insurance Certificates
   - Exhibit J: W-9 Taxpayer Identification Number and Certification
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: _____________________________

Harris and Associates, Inc
Kate Giberson, Project Manager
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
Telephone: 831.419.6800
Kate.Giberson@weareharris.com

3. APPROVED AS TO INSURANCE:

RTC Administrative Services Officer
DATE: _____________________________

DISTRIBUTION:
• RTC Fiscal & Contract Manager
• CONSULTANT

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _______________________________
Guy Preston, Executive Director

PRINTED
DATE: _____________________________

4. APPROVED AS TO FORM:

COMMISSION Counsel
DATE: _____________________________

S:\Environmental Permitting\Contract\Harris_Contract_EnvironmentalPermitting.docx
Task 1. Project Management

Communication and Coordination. Harris project management focuses on clear communication and coordination between all team members, which is critical for moving forward efficiently and effectively through the project process. Throughout implementation of the project/s and maintenance program, the Harris management team will provide all meeting and conference call notes, as well as decisions and side conversations as appropriate, to the Project team and relevant players to ensure that everyone has a common understanding of project progress and next steps.

In addition, Harris will conduct bi-weekly conference calls and attend all required project meetings, including those with regulatory agencies, and will prepare an accompanying list of action items that will be emailed to the team prior to and following each call and/or meeting. Because of the complexity and concurrent timeline of these three projects, more frequent communication ensures that the project remains on schedule and within the defined budgets. Identified project changes can be addressed promptly and efficiently so that all of the projects continue to move forward.

Budget and Schedule Control. Harris uses Deltek Vision to track project budgets and prepare monthly invoices and progress reports. We will track the three project schedules by using the Critical Path Method (CPM) schedule updates and submitting tracking logs to inform the RTC on the project status. In order to capture the efficiency of the overlapping permitting needs of the three projects, it is critical that the schedule is kept up to date, allowing the team to capture all opportunities to combine efforts, minimizing timelines and costs across all three projects.

Task 1 Deliverables: Monthly invoices and progress reports that include updates on the three project schedules, including CPM schedule updates and a tracking log for each project.

Task 1 Assumptions:
- Harris assumes two (2) conference calls per month (biweekly) will be sufficient to keep the project team adequately informed on project activities. If additional time is required, the scope can be modified to support more frequent communication.
- Task 1 does not include presentations or attendance at public or other special meetings (e.g., board meetings).
Task 2. Resource Identification and Data Collection

**TASK 2.1 - REVIEW OF BACKGROUND AND EXISTING INFORMATION/RECONNAISSANCE SURVEYS**

The Harris Team will review background and existing information to inform and refine the strategy for:

- **Project 1** - Implementing a series of maintenance activities throughout the Santa Cruz Branch Rail Line,
- **Project 2** - Repairing storm damage to Sites 5 and 6, as previously identified by the RTC, and
- **Project 3** - Implementing a series of bridge repair and rehabilitation projects along the Santa Cruz Branch Rail Line.

The relationships between the maintenance actions needed along the entire Branch Rail Line and the subset of other projects (Sites 5 and 6 and the bridge replacement and rehabilitation projects) along the line may provide opportunities to streamline the maintenance program and project designs, technical reports permitting, and mitigation requirements. Any streamlining that can be identified early in the process can be used to reduce effort, saving time and money. Initially the Harris team will review all relevant existing documents and data sources for all three projects.

This includes documents provided by the RTC and other local agencies, information readily available from online sources, documents in the Harris Team’s libraries, and discussions with RTC staff. Existing data sources that will be reviewed include queries of state and federal databases (e.g., CDFW’s California Natural Diversity Database, USFWS’s Information for Planning and Consultation, CNPS’s Rare Plant Inventory) for special status species and their habitats, including critical habitat; flood maps, parcel maps, and prime farmland maps; existing documents such as biological assessments and other technical documents that have been prepared for the Santa Cruz Branch Rail Line; and the Cortese list for hazardous materials.

The project team will undertake a reconnaissance level field survey of the areas along the Santa Cruz Branch Rail Line that have been identified for maintenance, repairs and/or rehabilitation actions, to ground truth our initial understanding of the projects. This information will be used, along with the information gained through review of existing documents, to prepare a detailed project description for each project and identify opportunities and constraints, as described in the tasks below.

All resources identified through literature and database review and field reconnaissance will be documented and mapped using Global Positioning System (GPS) units and photos. We will generate GIS shapefiles/layers to develop resource maps and provide the shapefiles to the RTC as requested.

Following the review of existing information and reconnaissance level surveys, the Harris Team will identify any information that is necessary for project/program development, but is not available in existing documents, and will produce a memorandum that includes a list of data gaps, including requirements and plans to obtain this information.

**Task 2.1 Deliverables:**

- Memorandum with list of any data gaps to prepare the project description(s) and/or permit packages.

**Task 2.1 Assumptions:**

- Harris assumes that there will be little or no revisions to the table of data gaps.
- If additional data is needed, the RTC will retain the technical expertise or otherwise provide the information. The Harris Team can assist with preparing the scope of work, although not currently included in this scope.

**TASK 2.2. DETAILED PROJECT DESCRIPTION**

A strong, detailed project description is essential for preparing regulatory permit application packages. Harris will work with the RTC to develop detailed project descriptions for both individual projects and the maintenance program, including implementation methods.

Each project description will include:

- An overview of the resources located within the specific project area/s (e.g., soils, hydrology, habitat types, wildlife),
- Design and/or list of actions and locations associated with each of the three projects,
- Sensitive species and habitats within the project area/s,
• Regulatory triggers (e.g., waters and wetlands of the U.S. and State)
• Impacts that will occur through implementation of the project/s.

Task 2.2 Deliverables:
• For each project, one (1) Draft and (1) Final Plan/Project Description in electronic copy (both Word and pdf files) for RTC review (for a total of three (3) Project Descriptions).

Task 2.2 Assumptions:
• There will be only one round of consolidated comments submitted on each of the three (3) Draft Project Description(s), and revisions to the documents will not require major changes to the document.
• Harris will attend one (1) meeting with RTC staff to discuss the RTC’s current and future maintenance and project needs (i.e., Sites 5 and 6 and bridge replacements).

TASK 2.3 OPPORTUNITIES AND CONSTRAINTS ANALYSIS

Using the project descriptions developed in Task 2.2, an opportunities and constraints analysis will be conducted for all three projects to focus the permitting strategy (approach and schedule) and facilitate permit streamlining where possible. We anticipate a shorter timeline for implementation of Project 2- Storm Repair at Sites 5 and 6, than for Projects 1 and 3; however, wherever feasible and depending on the RTC’s desired schedule of project implementation, we will examine the potential to combine permitting efforts.

For Project 1, the Santa Cruz Branch Line maintenance program, a geographic information systems (GIS)-based opportunities and constraints analysis will be undertaken. The list of current and future maintenance, restoration and rehabilitation actions identified in the project description will be used to create a list of proposed actions. These actions will then be linked to specific locations within the RTC Santa Cruz Branch Rail Line (e.g., culverts that need maintenance, vegetation management) using GIS. Additional spatial information collected during Task 2.1 - such as slope, aspect, vegetation, creek/riparian corridor crossings, and proximity to infrastructure and/or homes, flood plains, aquatic features, sensitive species and known hazardous materials sites - will be entered into the GIS database for context. A spatial analysis will be conducted by comparing project actions against mapped resources, revealing the complexity of each of the proposed actions, while linking similarities in a spatial representation to identify opportunities to group project actions.

For all three projects, design-related opportunities and constraints will be identified and used to analyze the feasibility of the proposed actions on the resources identified in the project descriptions. Harris is very successful in working with engineers, designers, and regulatory agencies early in the process to minimize impacts and mitigation requirements, working towards the most environmentally sensitive designs. The Harris Team can also help identify options for bioengineering and infrastructure modifications where possible.

Opportunities to develop a programmatic permitting process for Project 1 (and possibly combining with Project 3) will be assessed at this time, through review of regional programmatic maintenance permits (RGP) 15, 16 and 17 that have been prepared for other jurisdictions within the San Francisco Region of the USACE. These regional permits would serve as models for the development of a programmatic permit specific to the RTC’s maintenance and bridge repair actions. We will also explore opportunities to develop a collaborative programmatic permit involving multiple agencies, modeled after RGP 13 Santa Cruz County Permit Coordination Program, that would allow for consolidated permitting through multiple agencies. Our assessment of opportunities to develop a consolidated programmatic permit for the RTC would consist of the following components:

• List and define the actions to be covered by the programmatic permit (developed in Task 2.2 above),
• Analyze funding sources (FEMA, Caltrans, and others) that may require specialized permitting, and/or reporting, based on prioritization of proposed actions (developed in coordination with the RTC during this Task 2.3),
• Identify sensitive resources potentially affected by proposed actions (developed in Task 2.1 above),
• Find opportunities for avoidance, minimization, and mitigation that would be beneficial to sensitive resources (identified through the opportunities and constraints analysis in Task 2.3),
• Coordinate with resource agencies with jurisdiction over the affected sensitive resources and that have an interest in this programmatic permitting opportunity (providing advantages to habitat and species conservation within the context of regional conservation efforts) (developed in Task 2.4 below)
• Ensure that projects meet criteria of proposed actions in order to qualify for programmatic permitting (determined in coordination with participating agencies during Task 2.4 below).
At this time we would also consider permitting the RTC’s maintenance program under existing applicable Nationwide Permits (NWP), such as NWP 3 Maintenance, 13 Bank Stabilization, 14 Transportation Projects, 18 Minor Discharges, and 19 Minor Dredging. The determined permitting strategy would be developed in discussions with the RTC based on the outcomes of our assessment, the RTC’s anticipated timelines for program implementation, and a cost/benefit analysis of the available options.

For **Project 2**, and/or for other actions that are of high scheduling priority to the RTC, we anticipate coverage under existing NWPs and/or partnerships with agencies that already have applicable programmatic permits. This would allow for a more expedited start of these actions, prior to the RTC securing their own programmatic permit.

Collaborative permitting opportunities may allow the RTC to obtain coverage for actions that may not be possible under other circumstances. For example, because the Santa Cruz long-toed salamander (SCLTS) has Fully Protected status in California, coverage under the Resource Conservation District’s (RCD) newly developed Memorandum of Understanding (MOU) with CDFW may be the only option available for maintenance actions in and near SCLTS habitat.

Specific proposed maintenance, repair, and replacement actions can be prioritized for permitting and implementation during the opportunities and constraints analysis. This determination would be made in collaboration with the RTC based on 1) importance to the RTC’s program goals and objectives, 2) ease of design and implementation, 3) funding availability, 4) spatial and temporal relationship(s) to other proposed actions, and 5) permitting opportunities.

**Task 2.3 Deliverables:**

- Memorandum including a list and map of plan actions and areas and describing the results of the opportunities and constraints analysis, including a list of priorities to consider for, permitting, and implementation.
  
  This memorandum will be appended to the plan description developed in **Task 2.2**.

**Task 2.3 Assumptions:**

- There will be only one round of consolidated comments submitted on the draft opportunities and constraints memorandum and map, and revisions to the document will not require major changes to the document.

- Harris will attend up to two (2) meetings with RTC staff to discuss the assessment methodology for the opportunities and constraints analysis and to determine priorities for funding and implementation.
Task 3. Technical Studies

The Harris Team will prepare technical studies, on an as needed basis identified during Task 2.1 Review of Background and Existing Information/Reconnaissance Surveys to support environmental permitting for the three projects.

The technical documents that will be needed for permitting will be identified in the data gap memorandum prepared in Task 2.1, and as required in permitting packages. We anticipate the need to prepare the following technical documents, which are described in Tasks 3.1-3.4:

- Wetland Delineation and Preliminary Jurisdictional Determination,
- Biological Assessment Report,
- Cultural Resources Report, and
- Historical Architecture Report.

The Harris Team recognizes that the structure of the programmatic permit will be developed in conjunction with the regulatory agencies, and therefore may have different requirements and/or strategies for providing technical information for permitting purposes. For instance, programmatic permits cover general maintenance actions, with annual development of the proposed work schedule and project area locations for the upcoming year. In this case, jurisdictional delineations and cultural reports would also be prepared annually to cover all proposed actions within the upcoming year’s project area/s through descriptions of aquatic and cultural features that fall within them. However, some agencies prefer to permit multiple, specific actions and locations; in these cases, a larger, more comprehensive jurisdictional delineation and cultural resources reports would save the RTC time and money. Based on our experience, we currently expect the following schedule for providing technical documents for permitting, and project implementation:

**Project 1 - Implementing a series of maintenance actions throughout the Santa Cruz Branch Rail Line.** The Harris Team will prepare a broad technical document that identifies potential sensitive resources for the permit package, and more specific technical documents will be prepared annually, encompassing all actions anticipated to be performed under the programmatic permit during the following year.

**Project 2 - Repairing storm damage to Sites 5 and 6, as previously identified by the RTC** (anticipated to be implemented on a shorter timeline than Projects 1 and 3). The Harris Team will prepare technical documents upon award of contracts and completion of Tasks 2.1 through 2.3 to facilitate a short schedule for Project 2 stand-alone permitting.

**Project 3 - Implementing a series of bridge repair and rehabilitation projects along the Santa Cruz Branch Rail Line.** The Harris Team will prepare technical documents under the programmatic permit, with other annual maintenance and repair actions, if the proposed action is determined to meet programmatic permit criteria. The Harris Team will prepare stand-alone technical documents where the proposed bridge repair action does not meet programmatic permit criteria or if other factors necessitate stand-alone project permitting.

**TASK 3.1. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION**

Waters and wetlands of the U.S. are protected via the Clean Water Act, and impacts from project implementation on these resources must be mitigated. A wetland delineation and subsequent verification by the Army Corps of Engineers (USACE) is used to determine the extent of waters and wetlands of the U.S. within a project area. Wetland delineations involve an investment of time and funding to complete, and have a lifespan of 3 years (with subsequent renewal possible). Our proposed recommendation for preparation of technical documents (described above) would apply to the preparation of wetland delineations for Projects 1, 2 and 3.

For the purposes of this scope we propose the following:

For Project 1, EcoSystems West biologists would complete a reconnaissance-level survey of the line to identify maintenance areas that are in or near potential wetlands and waters of the U.S., and conduct one wetland delineation annually that would describe all aquatic features and wetlands potentially affected by maintenance and repair actions anticipated to be performed under the programmatic permit the following year;

For Project 2, EcoSystems West would conduct a stand-alone wetland delineation to facilitate project permitting and implementation. The Harris Team would initiate project permitting efforts on a more accelerated timeline than Project 1.
For **Project 3**, EcoSystems West would conduct wetland delineations, as necessary, under the programmatic permit, if the specific proposed bridge repair/replacement is determined to meet programmatic permit criteria; or as a stand-alone technical study, where individual permitting is required.

The team’s qualified biologists with EcoSystems West will conduct a formal jurisdictional wetland delineation of wetlands and “other waters” of the U.S. using protocols outlined in the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory 1987) and the Regional Supplements to the Corps of Engineers Wetland Delineation Manual: Mountains and Valleys and Arid West Region, Version 2.0 (Environmental Laboratory 2008). The USACE defines three criteria to delineate wetlands: (1) hydric vegetation, (2) wetland hydrology, and (3) hydric soils.

In areas where proposed projects will be undertaken within the Coastal Zone, the delineation will also describe Coastal Act one-parameter wetlands, where the presence of only one criterion is required: hydric vegetation, hydric soils, or wetland hydrology, for a positive wetland determination. We will map wetlands in the field using resource-grade GPS technology and will use standardized USACE data sheets for collecting information in the field. Any wetland plants not readily identifiable in the field will be collected and identified to the species level using the Jepson Manual Vascular Plants of California, Volume 2 (Baldwin et al 2012) or other regional taxonomic reference guides.

The Wetland Delineation Report will indicate the extent and location of potential jurisdictional wetlands and “other waters” of the U.S. under Section 404 of the Clean Water Act and the California Coastal Act. The report will include sufficient detail to determine whether wetland features may also be pursuant to Section 401 of the Clean Water Act, Sections 9 and 10 of the Rivers and Harbor Act, the Porter Cologne Water Quality Act, Section 30121 of the Coastal Act, and/or Sections 1600-1607 of the California Fish and Game Code. Completed data sheets and a detailed map identifying wetlands and other waters within the study area will be included in the report.

**Task 3.1 Deliverables:**
- Draft and final jurisdictional reports (in Word and pdf formats).

**Task 3.1 Assumptions:**
- The RTC will provide one set of consolidated comments for the Draft Jurisdiction Delineation Reports, and there will be one round of RTC review and revisions.
- The Harris Team (EcoSystems West) will attend one (1) meeting in the field per delineation to confirm the jurisdictional wetland delineations.

**TASK 3.2. BIOLOGICAL ASSESSMENT REPORT**

The team’s qualified biologists from EcoSystems West will prepare up to three Biological Assessment Reports to support the implementation of all three projects. These reports will be used throughout the permit/implementation period for the projects, providing supporting documentation for permitting requirements by regulatory agencies. The biologists will review all relevant studies, available aerial photos, and other literature that describes the biological resources within all three project areas that may be impacted through implementation of the proposed actions. This includes information obtained during **Task 2.1** from the California Natural Diversity Data Base (CNDDDB) (2019) of special-status plant and wildlife species for the relevant and surrounding USGS 7.5 quadrangles, and the California Native Plant Society’s (CNPS) *Inventory of Rare and Endangered Vascular Plants of California* (2019). The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, consultation with USFWS for federally listed species and CDFW for state listed species.

From these sources, we will develop target lists of potentially occurring plant and wildlife species. We will also utilize our current knowledge of the biological resources present along the Santa Cruz Branch Rail Line, based on recent projects performed in the area, our preliminary reconnaissance field visit, and consultation with the RTC and recognized local experts.

Our biologists will conduct a field survey of the three proposed project areas. Based on data gaps identified in **Task 2.1**, and the project descriptions developed in Task 2.2, EcoSystems West will survey areas with known and potential sensitive biological resources. The survey area will include an additional 30-meter buffer, wherever feasible. We will evaluate the project areas and surroundings for the presence or potential presence of sensitive habitats, rare plants, wildlife species, and wildlife movement.

The botanists will characterize the natural community/habitat types along the proposed trail alignment based on the plant community.
classification schemes of Holland (1986), Sawyer et al (2009), and CDFW (2018); and will evaluate the alignment for the presence of special-status plant species. All vascular plant species identifiable at the time of our surveys will be identified to species or infra-specific taxon using keys and descriptions in the Jepson Manual (Baldwin et al 2012) or other appropriate regional floras. A complete checklist of vascular plant species observed on the site will be compiled and included in the inventory. We will also identify and map high concentrations of invasive weeds including those identified by the California Invasive Plant Council and USDA.

The biologists will evaluate the proposed project areas and surroundings for common, sensitive, and non-native (predatory) wildlife species. We will examine all habitat types along the proposed trail alignment for potential habitat for invertebrates, fish, amphibians and reptiles, avian species, and mammals, including the sensitive species identified on our target list. We will document any incidental observations of wildlife and make a preliminary assessment of wildlife movement near the project sites by looking for and documenting sign, including trails, tracks, and/or scat.

The locations of all identified sensitive resources will be documented and mapped using Global Positioning System (GPS) units and photos, and will use GIS shapefiles/layers to develop detailed resource maps and provide the shapefiles to the RTC as requested.

Depending on the relative timing of Projects 1, 2 and 3, EcoSystems West will prepare up to three Biological Assessment Reports. The number of reports generated would ultimately be based on discussions with the RTC, as noted above. We anticipate that at least two separate reports will be required due to the anticipated accelerated timeline for Project 2. And, if the permitting for Projects 1 and 3 are combined, one Biological Assessment Report could be used to permit the combined effort.

The Biological Assessment Report/s will document potential and known sensitive biological resources in and near the proposed project sites. We will recommend feasible mitigation measures to avoid, minimize, or mitigate potential impacts. After internal circulation and review, a revised Biological Assessment Report will be prepared.

EcoSystems West will prepare stand-alone Habitat Site Assessments for California red-legged frog (CRLF), California tiger salamander (CTS) and Santa Cruz long toed salamander (SCLTS) on an as needed basis to support project permitting and agency consultation. Based on the USFWS Guidance, the biologists will document the findings of literature and data base review, consultations with other resident experts, and field habitat assessment. The Habitat Site Assessments will include photographs of the sites, maps showing habitat types and important features, and Habitat Site Assessment data sheets.

**Task 3.2 Deliverables:**

- Draft and final Biological Assessment Reports and Appendix (in both Word and pdf formats).

**Task 3.2 Assumptions:**

- The RTC will provide one set of consolidated comments to the Harris Team (EcoSystems West) per each Draft Biological Assessment Report and Appendix, and there will be one round of RTC review and revisions.

**TASK 3.3 CULTURAL RESOURCES REPORT AND NATIVE AMERICAN CONSULTATION**

The team’s professionally qualified staff with Albion will produce a single archaeological report that will satisfy requirements of the programmatic permit application, as well as permitting applications for storm damage sites 5 and 6 and rail line bridge repairs. Combining these requirements into a single study will streamline the permitting process and reduce redundancy by eliminating the need for multiple records searches and separate Native American outreach efforts for each task. All background historical research, the records search, and Native American outreach will be conducted as part of this study, along with field surveys for sites 5 and 6. The report will include a sensitivity analysis for archaeological resources along the entire Rail Line, specific recommendations for sites 5 and 6, and recommendations for additional fieldwork, monitoring, and supplementary studies that may be necessary as other specific maintenance and repair projects come online.

The records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) at Sonoma State University will include information on known cultural resources and previous studies within a half-mile radius of the entire Rail Line, including resources listed on national, state, and local heritage inventories. Encompassing the entire line will satisfy the needs of programmatic permitting and all known and future maintenance and repair projects, and the half-mile radius will fulfill federal (Section 106 of the NHPA) requirements. Albion will also conduct background historical research, and will examine archival maps and photos and undertake a desktop geoarchaeological review of local soil conditions, for evidence of potential buried cultural resources along the rail corridor.
On behalf of the RTC as lead agency, Albion will contact the Native American Heritage Commission (NAHC) in writing with an attached map of the Rail Line, requesting a search of the Sacred Lands Inventory File for any sensitive resources within or adjacent to the corridor. We will also request a list of Native American individuals and groups to contact for consultation regarding cultural resources, and will contact each of these stakeholders in writing and by phone. Following background research and Native American outreach, a detailed pedestrian survey of storm repair sites 5 and 6 will be conducted for evidence of cultural resources visible on the surface.

This information will be included in a Cultural Resources Report, which will meet the Secretary of the Interior’s Standards for Archaeological Documentation and will contain sufficient detail for preparation of environmental documents to satisfy Section 106 of the NHPA. This report will include a detailed description and map of the Rail Line and specific project areas, historical context and other background research, field methods, results and documentation of Native American outreach, descriptions of all identified cultural resources in and adjacent to the Rail Line, a sensitivity assessment of the entire rail corridor determination of potential effects on cultural resources that may occur through implementation of repairs at sites 5 and 6, and recommendations for any additional archaeological testing, monitoring, or other cultural resource studies. This report will be used in the various permit applications, drawing on those resources relevant to each document or permit.

**Task 3.3 Deliverables:**
- Draft and Final Cultural Resources Reports in electronic format (in both Word and pdf formats).
- Draft and Final letter to SHPO in electronic format (sent to USACE)

**Task 3.3 Assumptions:**
- The RTC will provide one set of consolidated comments for the Draft Cultural Resources Report, there will be one round of RTC review and revisions, and changes to the document will be minimal.

**TASK 3.4 HISTORIC ARCHITECTURE REPORT AND DOCUMENTATION**

To support the cultural resources evaluation portion of the project, the team’s architectural historian with Rincon will evaluate the historic characteristics of the Santa Cruz Branch Line Rail to determine necessary listings for both the National Register of Historic Places and California Register of Historic Places. Through our previous work that has been undertaken for earlier projects along the Santa Cruz Branch Rail Line, the rail line varies in the degree of historic significance and thus will require varying levels of requirements to register on both the National and State Registers of Historic Places. Furthermore, portions of the Rail Line have already been identified and listed as National and/or California Historic Places, and will not require additional reporting, but must comply with requirements to preserve the resources, as required through their registration.

A built environment technical study will be prepared to identify historic properties resources and historical resources which could be affected by work efforts related to **Projects 1, 2 and 3**. Background research will consist of a review of primary and secondary source materials, and the results of the CHRIS records search, which will be completed a part of **Task 3.3**. Following the background research, a field survey will be conducted to identify built environment properties which could qualify as historic properties under Section 106 of the NHPA.

The technical report will include the results of the background research and field survey, assessment of impacts, and management recommendations. For purposes of this scope and providing a cost estimate, it is assumed that up to 40 properties will be recorded on California Department of Parks and Recreation (DPR) 523 series forms and evaluated for listing in the National Register of Historic Places and California Register of Historical Resources. This report will be used in the various permit applications, drawing on those resources relevant to each document or permit.

**Task 3.4 Deliverables:**
- Draft and Final Historic Resources Technical Memoranda in electronic format (in both Word and pdf formats).

**Task 3.4 Assumptions:**
- Up to 40 properties will be recorded on California DPR 523 series forms.
- The Area of Potential Effect (APE) will be limited to the RTC-owned right-of-way.
- The RTC will provide one set of consolidated comments for the Draft Historic Resources Technical Memorandum, there will be one round of RTC review and revisions, and changes to the document will be minimal.
Task 4. Agency Coordination

The Harris team will leverage our strong existing relationships with regulatory agency staff at the USACE, USFWS, NOAA Fisheries, CDFW, CCC, RWQCB, and the County of Santa Cruz to request technical assistance (informal consultation) to review project actions and technical study findings, and to obtain their input on project and mitigation strategies prior to submitting permit applications for proposed actions for the three projects. This coordination would build upon the project descriptions developed in Task 2.3. The team will compile an email or memorandum with the relevant background information and arrange a telephone conversation with each agency.

Based on work conducted during Tasks 1-3, the Harris Team will define and describe all three projects, including potential impacts from each area of disturbance and, after discussions with the RTC, determine the best permitting strategy for each project. As described in Task 2.2 Opportunities and Constraints Analysis, the Harris Team will make this determination in discussions with the RTC, based on the project timelines, the RTC’s priorities, and efficiencies in both scheduling and costs.

The Harris Team will coordinate with the Santa Cruz Resource Conservation District (RCD) for project actions associated with Projects 1 and 3 that would be implemented in or near SCLTS habitat. The RCD has a newly developed memorandum of understanding (MOU) with CDFW for an in-lieu fee program in which restoration of SCLTS habitat can be implemented to help achieve recovery goals for the species in exchange for approvals to complete maintenance, restoration and rehabilitation work in and around SCLTS habitats with avoidance and minimization measures incorporated.

Following early agency consultation, the Harris Team will review all of the information gathered from each agency, identifying programmatic consolidated permitting opportunities wherever feasible, and other permitting requirements from non-participating resource agencies. At this time, the team will identify any discrepancies or conflicting guidance that has been received from the agencies. Conference calls and/or site visits will be undertaken with agency representatives to resolve any issues in the permitting strategy and development of the conceptual mitigation plan, and a memorandum will be prepared for the RTC and agencies to summarize the permitting and mitigation strategy that will be taken forward to cover Project 1 and potentially Project 3. The Harris Team will obtain written verification from each agency that the permitting and mitigation strategies have been approved to ensure that the most efficient and cost-effective set of permits and requirements are identified for the projects to support implementation.

Task 4 Deliverable:

- Memorandum describing the permitting strategy. Harris will discuss the contents of the memorandum with the RTC prior to proceeding with Tasks 5.2 and 5.3.

Task 4 Assumptions:

- We assume no review or revision to the memorandum will be necessary, and that decisions regarding the permitting strategy can be summarized in an email after Harris meets with the RTC.
**Task 5. Environmental and Cultural Permitting**

Impacts to natural resources (including impacts that occur within the 100-year flood elevation, to riparian habitats, to wetlands, and to other biological resources) associated with implementation of the three projects will require issuance of permits from federal and state agencies. The Clean Water Act regulates discharges, including fill, into Waters of the US and Waters of the State through Section 404, in coordination with the USACE, and through Section 401, with the RWQCB. The USACE will require submission of a Preconstruction Notification, including a wetland delineation, biological assessment and for federally-listed species, to initiate formal consultation with USFWS or NOAA Fisheries, other supporting documentation such as the Amphibian Habitat Site Assessments.

CDFW regulates projects that occur in features with a bed and bank or with a hydrological connection via surface water to natural streams or water bodies. Section 1602 of the California Fish and Game Code requires submission of an application for (and approval of) a Lake and Streambed Alteration Agreement (LSAA).

Impacts to natural resources in areas that are within the Coastal Zone also require compliance with the California Coastal Act through issuance of a Coastal Development Permit.

To comply with permit requirements, the USACE requires a wetland delineation (Task 3.1), biological resources assessment (Task 3.2), and coordination/documentation with other federal and state agencies, as required the USACE permit package. State agencies will utilize these same reports, for compliance with state water regulations.

Compliance with CWA Section 404 requires compliance with state water regulations via CWA Section 401 and the California RWQCB. The issuance of the 404 permit also requires compliance with the Endangered Species Act (ESA) Section 7 through the USFWS and/or NOAA Fisheries, and the National Historic Preservation Act Section 106 through the State Historic Preservation Officer (documentation associated cultural resources is included in Task 3.3).

Some project areas identified for project actions are located within the Coastal Zone jurisdiction of the County of Santa Cruz Local Coastal Program, and may also include areas within the City of Santa Cruz and City of Watsonville Local Coastal Programs. Implementation of a portion of the projects would require Coastal Development Permits (CDP) in accordance with section 30601.3(a) (2) of the Coastal Act.

As described in Task 5.6 below, mitigation, monitoring, and adaptive management requirements to offset impacts to natural resources from project implementation will be finalized at this time.

**Deliverables and assumptions** for all subtasks (Tasks 5.1 through 5.7) are combined at the end of this section.

**TASK 5.1 - US ARMY CORPS OF ENGINEERS**

Through early consultation with the USACE and collaboration with the RTC on previous tasks, a permitting strategy will be developed to cover the full spectrum of ground disturbing actions that may result in impacts on waters and wetlands of the U.S. It is expected that project actions will be covered through a NWP for **Project 2** and a Programmatic Regional Permit for **Projects 1 and 3**. Individual permits may be employed for specific actions, depending on the project description, impacts on aquatic features, timing and location. To the greatest extent feasible, actions will be addressed through programmatic permitting, with permitting packages submitted annually, to minimize the time and costs associated with achieving regulatory compliance for the three projects.

**Task 5.1** includes preparation of the pre-construction notifications (PCN) with a detailed description of the project(s)/ permitting strategy as developed in earlier tasks, a description of permanent and temporary impacts on waters of the U.S., and demonstrated compliance with the specific terms and conditions of either the related Nationwide Permit or Regional Programmatic Permit. The figures for this report will be prepared using plan design files and files from the Jurisdictional Delineation (Task 3.1) to graphically depict the type and extent of impacts in USACE jurisdiction.

The PCN packages will also include a standard USACE permit application form, a copy of the wetland delineation report (prepared in Task 3.1), the BA (prepared in Task 3.2), and cultural resources technical report (prepared in Task 3.3).

Because there may be potential impacts on waters of the U.S., this scope includes compensatory mitigation and the preparation of a conceptual mitigation plan that will be incrementally implemented (Task 4.2). A draft of the application package(s) will be submitted to the RTC for review, comment, and approval prior to submittal to the USACE.
TASK 5.2 - US FISH AND WILDLIFE SERVICE AND NATIONAL OCEANIC AND ATMOSPHERIC FISHERIES

Consultation with the USFWS and/or NOAA Fisheries would likely occur via one of two processes:

1. **Technical Assistance** - if the project is not likely to adversely affect federally-listed species and formal consultation is not determined to be necessary. Technical assistance with the USFWS or NOAA Fisheries would include measures to avoid “take” of federally-listed species. This process is a good strategy when it is not likely that federally-listed species would occur in or near the project area.

2. **Section 7 of the ESA** - if the project is likely to result in “take” of a federally-listed species, Section 7 Consultation would allow USFWS-approved biologists to relocate federally-listed species that may occur in the project area during maintenance, repair, replacement, or other construction actions and provide legal protection to the RTC in the event of inadvertent injury or mortality of a federally-listed species. Under Section 7 Consultation, the USFWS would prepare a Biological Opinion for the project/s or maintenance program that would allow “take” contingent upon identified conditions and mitigations. Opportunities for Section 7 Consultation have recently become available through coordination between the USACE and USFWS. When the USACE takes “jurisdiction” over wetlands and other waters, and federally-listed species are present and “take” is likely, the USACE initiates formal consultation with USFWS. This process now allows Section 7 Consultation with USFWS for the surrounding upland and dispersal habitats as well as the aquatic features subject to USACE jurisdiction so that the entire project maybe covered under the Biological Opinion.

The advantage to the RTC is that Section 7 Consultation is a much more streamlined permitting process than the alternate Section 10 Consultation, for non-federal actions, which require an incidental take permit and a habitat conservation plan. Section 10 is a much lengthier consultation process but we do not anticipate that Section 10 Consultation will be necessary.

Our team will prepare two draft consultation initiation letters, without signature blocks or letterhead, which the USACE can use to initiate consultations with USFWS and/or NOAA Fisheries, as needed. The RTC would be given the opportunity to review these draft letters before we email them as Word files directly to the USACE plan manager.

TASK 5.3 - REGIONAL WATER QUALITY CONTROL BOARD

Our biologists would evaluate the three projects for potential impacts to wetlands and waters of the State, as regulated by the RWQCB. A Section 401 Water Quality Certification (WQC) of the USACE permits by the RWQCB must be obtained for the NWPs or RGP to be valid. If the projects impact any waters or wetlands that are not regulated under the federal CWA, the RWQCB will issue Waste Discharge Requirements (WDR) under the California Porter-Cologne Water Quality Control Act. Therefore, this task includes preparing applications for WQC/WDR, as appropriate, for submittal to the RWQCB that would be based, in large part, on the information developed for the USACE permit applications.

The application packages will include cover letters, descriptions of existing conditions, discussions of impacts on waters of the State (including riparian habitat), descriptions of avoidance and minimization measures, and completed application forms. A draft of the WQC/WDR application packages would be submitted to the RTC for review, comment, and approval prior to submittal to the RWQCB. Permit processing/filing fees would be required from the RTC at the time of application submittal. The fee amount would be based on the extent of temporary and permanent fill in waters of the State.

TASK 5.4 - CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

For all three projects, the CDFW will likely claim jurisdiction over aquatic features with a bed and bank (including riparian vegetation) where actions occur below the break in bank. As such, this task includes preparing one or more applications (depending on permitting strategy determined in earlier tasks) for a Lake or Streambed Alteration Agreement (LSAA) to address project actions, including maintenance, restoration, and rehabilitation work actions, in areas that CDFW regulates. The applications will include a cover letter, and standard notification form. The application packages will also include demonstration of the plan’s CEQA compliance and analysis of impacts to biological resources (BA with Appendix prepared in Task 3.2). The application packages will also include the tree survey that is prepared by a certified arborist if tree removal is necessary. A draft of the LSAA application packages will be submitted to the RTC.
for review, comment, and approval prior to submittal to CDFW. Application filing/processing fees will also be required from the RTC at the time of application submittal. The fee amount will be based on the cost of the proposed work in CDFW’s jurisdiction.

**TASK 5.5 - CALIFORNIA COASTAL COMMISSION**

The Santa Cruz Branch Rail Line is located within California Coastal Commission jurisdictions for the County of Santa Cruz, City of Santa Cruz and City of Watsonville. Implementation of the project(s) within these jurisdictions will require a Coastal Development Permit (CDP) in accordance with section 30601.3(a)(2) of the Coastal Act. Because the project alignment falls within multiple jurisdictions, the Harris team will seek concurrence for the County to be the lead in the issuance of the CDP for the proposed projects.

The Harris Team has extensive experience working with the Coastal Commission via our recent work on the North Coast Rail Trail and other projects, which both include analysis and agency coordination on proposed trail projects extending through agricultural land and sensitive natural resources, including sloughs and/or wetlands in the California Coastal Zone. The Harris Team biologists and ecologists coordinated directly with Coastal Commission staff to identify their concerns regarding “environmentally sensitive habitat area” as defined by the Coastal Commission.

Our team will prepare the CDP application, including specific information about each project, as applicable (e.g., project plans, construction materials list), and provide relevant permitting application materials prepared for the USACE, USFWS/NOAA Fisheries, RWQCB and CDFW, including the wetland delineation and preliminary jurisdiction determination (Task 3.1), Biological Assessment Report (Task 3.2), and Conceptual Mitigation Plan (Task 5.6). The CDP application will include a request for consolidated permitting for the three jurisdictions.

**TASK 5.6 - COMPREHENSIVE CONCEPTUAL MITIGATION PLAN**

The Harris Team will work with the RTC to develop a comprehensive conceptual mitigation plan (CCMP) that can achieve project authorization from the USACE, USFWS, NOAA Fisheries, CDFW, CCC, and RWQCB, based on preliminary consultation and resolution determined in Task 4. The team will work together when in the field to explore opportunities and potential mitigation approaches and request technical assistance from regulatory agency staff to obtain their input on project design prior to submitting the permit applications with the conceptual mitigation plan.

The CCMP will include measures identified by our qualified biologists to minimize potential project impacts to sensitive species and habitats within the project area. Mitigation measures will be developed for impacts that cannot be avoided by project design. The CCMP will take into account the severity of the impact, the duration of the impact, and the overall quality and quantity of those habitats and species that may be impacted.

It will also include success criteria, a monitoring schedule and plan, and adaptive management plan in the event that the success criteria are not met in a timely manner. The CCMP will ensure that there is no net loss to these resources as a result of project implementation, and that all adverse impacts have been reduced to a less than significant level.

The CCMP will be in memorandum format, with necessary graphics to display the concept, and be included as an attachment to the permit applications. The CCMP will identify the location(s) and approach for mitigating any temporary and permanent impacts on jurisdictional wetlands and waters, including riparian habitat, which ideally will be located in close proximity to the project site and within the same watershed.

This CCMP may include a combination of wetland creation, enhancement, revegetation and/or restoration, and will also benefit CRLF and SCLTS to facilitate the Section 7 consultations or concurrence with a not likely to adversely affect determination. Options that could be explored include improving hydraulic flows and water quality across the Santa Cruz Branch Rail line, enhancing wetlands, and removal of nonnative vegetation. It may also include in-lieu fees paid to the RCD or other local agency towards recovery for the SCLTS or other protected species.
Task 6. Resource Monitoring

Depending on the outcome of the permitting strategy, Harris can conduct the following tasks to assist the RTC prior to, during, and after project implementation. All of our resource monitoring is conducted by qualified staff (biologists and/or cultural resources specialists).

TASK 6.1: CREATE COMPLIANCE MATRIX

The Harris Team will use all available permits to create a compliance matrix of permit requirements, avoidance and minimization measures, due dates, responsibilities, and reporting deadlines. The contents of the matrix can be used to identify monitoring tasks which can be combined or linked for efficiency, create a monitoring calendar for scheduling surveys and allocating resources (equipment and personnel), and to create field data sheets and checklists.

Harris will distribute the matrix to all interested collaborators on the project. The matrix will be an effective tool for communicating with the agencies, our clients, and the project contractor(s), and provides an opportunity to clarify any inconsistencies or ambiguity in permit language or requirements. In addition, because all project participants have the same document, everyone can later keep track of the biological monitoring together and standardize the knowledge of which locations or phases of the project have been completed.

**Task 6.1 Deliverables:**
- Compliance matrix of permit requirements, avoidance and minimization measures, due dates, responsibilities, and reporting deadlines.

**Task 6.1 Assumptions:**
- The extent of this task will be determined by the outcome of the permitting process, as required by the resulting permits.

TASK 6.2: FIELD PREPARATION

The Harris Team will use our compliance matrix to produce several tools for fieldwork: a timeline, schedule, field data sheets and checklists, education materials for construction education presentations (if required), field binders (for the client, contractor(s), and one that is left on site for reference).

During this phase of work, Harris will check in to ensure that all survey and compliance requirements are clear, that our assumptions about the project are in line with RTC’s, and the anticipated work identified matches the scope of work originally submitted for the project. Harris also uses this time to work with our clients to solidify any formatting and/or naming conventions, generate a new project folder with all relevant background information and guidance, set up GIS geodatabases, set up a methodology to share files to provide and receive feedback, and to create field data sheets, maps, and methodologies for the field.

Harris’ in-house GIS staff design up and utilize a robust data collection methodology and framework to fit every unique project. We use Survey 1-2-3 via iPad, which records high-resolution/accuracy GPS points and simplifies data collection and photo archiving. We are able to customize data sheets and many other options to save time (and therefore budget) on data entry and management. All of our field staff are experienced using ArcCollector with a sub-meter accurate receiver.

Once the preliminary timeline and schedule are complete, the Harris Project Manager and/or Senior Biologist will schedule the field biologists and equipment for surveys. For safety and quality control, Harris field staff are dispatched in groups of two or more. The final schedule, with equipment allocation, can be shared with our client, their contractor, and other interested parties.

**Task 6.2 Deliverables:**
- Preconstruction survey and monitoring timeline, schedule, field data sheets and checklists
- Educational materials for construction education
- Field binders

**Task 6.2 Assumptions:**
- The extent of this task will be determined by the outcome of the permitting process, as required by the resulting permits.

TASK 6.3: PRECONSTRUCTION ACTIVITIES AND SURVEYS

Preconstruction actions may include site reconnaissance for access and safety and/or to verify that the proposed/projected workload/survey...
area schedule, staffing, equipment allocation, and timing is appropriate. Securing access and permission to conduct fieldwork on private property is scheduled at this time.

Because start dates for construction/implementation are often changing, Harris stays in touch with our client and their contractor to ensure that any shifts to the survey timing from project delays or starting early can be dealt with as soon as possible. Preconstruction surveys that fulfill the terms of the RTC (and other agencies) held permits are conducted at this time, with consideration and timing related to breeding, flowering, migration, or other factors related to the species being surveyed. The Harris Team will use Survey 123 and ArcCollector as needed for mapping accuracy. Each day, data is uploaded to the cloud automatically, reducing end-of-day data entry and data quality control time.

Buffers, if they need to be set to protect existing resources, are set up in the field at this time, in accordance with permit requirements. The Harris Team will notify RTC prior to measuring and marking buffers.

Construction worker education sessions, if required by permits, are presented at this time.

**Task 6.3 Deliverables:**
- Preconstruction survey reports with maps and figures as necessary.
- Flag buffers to protect species present in the project area, as necessary.

**Task 6.3 Assumptions:**
- The RTC will provide one set of consolidated comments to Harris for each preconstruction survey report. It is assumed that there will be one round of RTC review and revisions for each survey report.
- The extent of this task will be determined by the outcome of the permitting process, as required by the resulting permits.

**TASK 6.4: MONITORING AND REPORTING**

Monitoring and reporting are required by permits at specific milestones, including after preconstruction surveys, during dewatering and diversion actions, and post project. Often, specific qualitative and/or quantitative success criteria must be met at pre-determined times; failure to reach these milestones triggers adaptive management and/or remedial measures.

Monitoring requirements are set forth in permits and are designed to measure the success of specific avoidance, minimization, and mitigation actions implemented as part of the project. These actions are intended to mitigate for or contribute to the protection or restoration of natural habitats and/or ecosystem functions (e.g., flood control, water temperature).

Monitoring actions are conducted at the intervals prescribed by the regulatory requirements and include permit-mandated or industry-standard field techniques for measuring specific ecosystem parameters. Field data collection, data analysis, and GIS processing are conducted; these data are used to prepare reports that will be submitted to the resource agencies, as required by existing permits.

**Task 6.4 Deliverables:**
- Post construction/monitoring reports with maps and figures as necessary.

**Task 6.4 Assumptions:**
- The RTC will provide one set of consolidated comments to Harris for each post construction/monitoring report. It is assumed that there will be one round of RTC review and revisions for each report.
- The extent of this task will be determined by the outcome of the permitting process, as required by the resulting permits.