



**Santa Cruz County
Regional Transportation Commission**

AGENDA

**Thursday, December 5, 2019
9:00 a.m.**

**NOTE LOCATION THIS MONTH
County Board of Supervisors Council Chambers
701 Ocean Street, 5th Floor
Santa Cruz, 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 November 5, 2019 Elderly & Disabled Transportation Advisory Committee (E&DTAC) meeting
5. Approve draft minutes of the November 7, 2019 Regional Transportation Commission meeting
6. Accept draft minutes of the November 21, 2019 Interagency Technical Advisory Committee (ITAC) meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

7. Approve Engineering Services Contract for Phase I Bridge Repairs along the Santa Cruz Brach Rail Corridor (**Resolution**)

BUDGET AND EXPENDITURES ITEMS

8. Accept status report on Transportation Development Act (TDA) revenues
9. Accept status report on Measure D revenues and distribution
10. Approve Amended Fiscal Year (FY) 2019-20 Transportation Development Act (TDA)/State Transit Assistance (STA) claim for Community Bridges Lift Line (**Resolution**)
11. Approve Amended Fiscal Year (FY) 2019-20 Transportation Development Act (TDA)/State Transit Assistance (STA) claim for Santa Cruz Metropolitan Transit District (**Resolution**)

ADMINISTRATION ITEMS

12. Approve consent for railroad crossing agreement at Aptos Creek Road

INFORMATION/OTHER ITEMS

13. Accept monthly meeting schedule
14. Accept correspondence log
15. Accept letters from RTC committees and staff to other agencies - none
16. Accept information items - *none*

REGULAR AGENDA

17. Commissioner reports – oral reports
18. Director's Report – oral report
(*Guy Preston, Executive Director*)
19. Caltrans report
 - a. Santa Cruz County project updates
20. Resolution for Appreciation of retiring RTC staff member, Cory Caletti
(*Ed Bottorff, Chair*)
21. Election of 2020 RTC Chair and Vice Chair – oral report
(*Ed Bottorff, Chair*)
22. **10:00 am PUBLIC HEARING** Adoption of the *2020 Regional Transportation Improvement Program (RTIP)*
(*Rachel Moriconi, Senior Transportation Planner*)
 - a. Staff report
 - b. Resolution
 - c. Projects Recommended for Funding
 - d. Amendments to previously programmed projects
 - e. City of Santa Cruz request letter
 - f. Written Comments Received (*any comments received after November 23, but by noon on December 4, will be distributed at the meeting*)
23. MyCruz511 (RideAmigos) Countywide Outreach and Marketing Contracts
(*Amy Naranjo and Karena Pushnik, Transportation Planner, Jason Thompson, Transportation Technician*)
 - a. Staff report
 - b. Presentation from City of Santa Cruz: GoSantaCruz- Clair Fleisler

24. On-Call Capital Project Management Services Contract Award
(*Sarah Christensen, Senior Transportation Engineer*)
 - a. Staff report
 - b. Resolution
 - c. On-Call Project Management Services Contract
25. Track Improvement for Rail Vehicle Demonstration
(*Luis Mendez, Deputy Director*)
 - a. Staff report
 - b. Resolution authorizing a contract for rail track repairs and a temporary license to operate
 - c. Draft prevailing wage no bid contract with Industrial Railways Company
 - d. Draft temporary license agreement with TIG/m
26. Review of items to be discussed in closed session

CLOSED SESSION

27. Review Public Employee Performance Evaluation (Pursuant to Government Code Section 54957) Position: Executive Director
28. Conference with Labor Negotiator (Pursuant to Government Code Section 54957) Position: Executive Director

Agency Designated Representative: Ed Bottorff
29. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, initiation of litigation pursuant to Government Code 54956.9 (d)(4): One Case

OPEN SESSION

30. Report on closed session
31. Approval of step increase in compensation for Executive Director pursuant to Employment Agreement Section 3.3.
32. Next meetings

The next RTC meeting is scheduled for Thursday, January 16, 2019 at 9:00 a.m. at the City of Santa Cruz Council Chambers, 809 Center Street, Santa Cruz, CA.

The next Transportation Policy Workshop meeting is scheduled for Thursday, February 20, 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 / fax: (831) 460-3215

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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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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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
Elderly & Disabled Transportation Advisory Committee**
(Also serves as the Social Service Transportation Advisory Council)

DRAFT MINUTES

Tuesday, November 5, 2019

**RTC Office
1523 Pacific Ave., Santa Cruz, CA 95062**

1. Roll call

The meeting was called to order at 1:36 p.m.

Members present:

Kirk Ance, CTSA – Lift Line
Deborah Benham, 5th District
Lisa Berkowitz, CTSA
John Daugherty, Metro
Veronica Elsea, 3rd District
Tara Ireland, Social Service Provider – Persons of Limited Means
Patty Talbot, Social Service Provider – Seniors
Caroline Lamb, Potential Transit User
Daniella Zaragoza, Metro

Unexcused absences:

RTC staff present:

Grace Blakeslee
Shannon Munz
Rachel Moriconi

Others present:

Jean Brocklebank, Live Oak Resident
Michael Lewis, Seniors Council
Janet Edwards, Live Oak Resident
Pat McVeigh, Live Oak Resident
Len, Santa Cruz County Resident
Clair Fliesler, City of Santa Cruz
Joann Edmonds, City of Santa Cruz
Wondimu Mengistu, Metro
Ingrid Roberts, Caltrans District 5
Terri Persons, Caltrans District 5

2. Introductions

3. Oral communications

Chair Veronica Elsea announced that METRO has a new policy in affect starting November 2019 that provides free rides for visually impaired individuals on fixed route transit.

4. Additions or deletions to consent and regular agendas

E&D TAC Chair Veronica Elsea informed members that Item #18 will be moved to Item #12, Item #12 to Item #13, Item #16 to Item #14, Item #17 to Item #15, and Item #13 to Item #16.

CONSENT AGENDA

5. Approved minutes from August 12, 2019
6. Received Transportation Development Act Revenues Report
7. Received RTC Meeting Highlights
8. Received Appointments - None
9. Received Information Items
10. Accepted correspondence from the public – None
11. Received Pedestrian Hazard Reports

A motion (Ance/Lamb) was made to approve the consent agenda and the minutes as amended to remove reference to Cara Lamb expressing interest in the participating in the temporary, ad-hoc committee focused on intersection design. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, Veronica Elsea, Tara Ireland, Patty Talbot, and Caroline Lamb voting in favor. Member John Daugherty was not present for the vote.

REGULAR AGENDA

12. (Moved from Item 18) Caltrans District 5 Active Transportation Plan

Caltrans staff provided an overview of the Caltrans District 5 Active Transportation Plan. The plan will focus on bicycle, pedestrian and transit access on or near the State highways within District 5. The plan looks at pedestrian, bicycle and transit needs and gaps in facilities. Caltrans staff reviewed the draft plan goals and discussed how potential projects and concepts will be evaluated. Committee members inquired about how Caltrans is making this information available to individuals who are visually impaired. Caltrans staff recommended individuals who are not able to view the information on the website call their staff by phone.

Committee Member Deborah Benham noted that as part of the Scotts Valley Active Transportation Plan development concerns have been expressed about bicyclists

and pedestrians at Highway 17 on and off ramps at Granite Creek Road and Scotts Valley Drive. Ms. Benham also requested that materials refer to pedestrian safety, in addition to bicycle safety. Chair Veronica Elsea inquired about the status of the Caltrans Statewide Accessibility Committee and suggested that Caltrans District 5 staff request input from the Statewide Accessibility Committee on the Caltrans District 5 Active Transportation Plan.

13. (Moved from Item 12) Received Program Updates

a. Volunteer Center

Member Tara Ireland provided information about outreach for new volunteer drives in San Lorenzo Valley.

b. Community Bridges

Member Kirk Ance announced that Lift Line purchased a property that will serve as the Community Bridges Lift Line operations facility.

c. Santa Cruz Metro

Vice Chair John Daugherty communicated that the paratransit operator training for recent hires is complete and new drivers will be providing service soon. Metro continues to recruit for new fixed route drivers. Daniel Zaragazo reported that ParaCruz recently had its 15th Birthday and that the current quarterly report demonstrated an improvement in on-time performance.

d. SCCRTC

Grace Blakeslee, Senior Transportation Planner, announced that the RTC held a public meeting on the Highway 1 Chanticleer Bicycle and Pedestrian Crossing and Highway 1 Bay/Porter Auxiliary Lane project. Also, the RTC awarded a contract to conduct an Alternative Analysis to evaluate transit uses on the Santa Cruz Branch Rail Line.

e. Special Projects

Chair Veronica Elsea reported that the temporary, ad-hoc committee focused on addressing the needs of seniors and people with disabilities in intersection design will be scheduling a meeting soon.

No action taken.

14. (Moved from Item 16) City of Santa Cruz JUMP Bikes

City of Santa Cruz staff, Clair Fliesler, provided an overview of the City of Santa Cruz JUMP Bike Program including usage, rules, and rider education. Claire Fliesler reviewed enforcement efforts related to JUMP Bikes not parked correctly, client education about where JUMP Bikes should be parked, and provided information about how to report JUMP Bikes parked on sidewalks or being utilized incorrectly. Ms. Fliesler explained that parking a bike on the sidewalk in the absence of a

bicycle rack is legal in Santa Cruz. Bikes and personal transportation devices may be locked free standing or to a fixed asset within 24' inches of the curb.

Chair Veronica Elsea expressed the safety concerns of individuals living with disabilities with JUMP Bikes parked on the sidewalk which can lead to visually impaired individuals bumping into JUMP Bikes on the sidewalk and JUMP Bikes parked on the sidewalk blocking wheelchair access. She also requested a system be put in place to allow visually impaired individuals to report JUMP Bikes blocking the sidewalk and receive a timely response. She recommended a more robust effort to inform JUMP Bike users that the sidewalk is not an appropriate place to park a JUMP Bike and violations for JUMP Bike users who block the sidewalk. Committee members discussed options for communicating back to the user immediately that they have violated parking rules and must be moved.

City of Santa Cruz staff informed members that they can email support@jumpbikes.com and cfliesler@cityofsantacruz.com. Committee members also requested that a phone number be established to report violations so people who do not have smart phone can report a violation and that the City of Santa Cruz work with the Police Department to respond to calls reporting JUMP Bike violations. Committee members discussed the option of requiring JUMP Bikes be parked at bike racks. Committee recommended that the Streets Smarts campaign include education about JUMP Bike parking and safety. Committee members requested that the JUMP Bike parking and the City of Santa Cruz parking ordinance be discussed at a future meeting.

No action taken.

15. (Moved from Item 17) City of Santa Cruz TDA Claim- Citywide Crosswalk Improvements

Grace Blakeslee, Senior Transportation Planner, reviewed the E&D TAC's role in reviewing Transportation Development Act (TDA) Claims. Claire Fliesler, City of Santa Cruz staff, reviewed the crosswalk improvements included in the City of Santa Cruz's TDA Claim. Ms. Fliesler informed the Committee that the TDA funds would serve to add additional crosswalk improvements funded by the Highway Safety Improvement Program (HSIP). The City is proposing to improve 22 unsignalized crosswalks on Soquel Ave, Seabright Ave, North Branciforte Ave, King St, Bay St, Alta Ave, Bethany Curve, and East Cliff Dr. Improvements include adding crosswalk markings, signs, access ramps, streetlights, sidewalk bulb-outs, and rapid-flashing beacons, and Rectangular Rapid Flashing Beacons (RRFB). The Committee requested that audible push buttons with RRFBs and requested that the City of Santa Cruz return to the E&D TAC with information about what push button equipment will be installed at crosswalks before construction moves forward.

A motion (Ance/Benham) was made to approve the City of Santa Cruz TDA Claim for citywide cross walk improvements in the amount of \$150,000 and to request that the City of Santa Cruz return to the E&D TAC with information about what push button will be installed at crosswalks. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, Patty Talbot, and Caroline Lamb voting in favor.

16. (Moved from Item 13) Programming Regional Transportation Funds

Rachel Moriconi, Senior Transportation Planner, reviewed the Regional Transportation Commissions' (RTC) role in programming State and Federal funds and the RTC's action in September 2019 to distribute regional transportation funds for FY19/20- FY21/22. Ms. Moriconi reviewed the projects proposed for funding by local jurisdictions, METRO, and RTC. The Committee discussed funding deadlines and project oversight.

A motion (Benham/Ireland) was made to recommend that the Regional Transportation Commission (RTC) approve projects to receive Regional Surface Transportation Program Exchange (RSTPX) funds and approve RTC regional projects to receive other state and federal formula funds, as summarized in the staff report. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, Patty Talbot, and Caroline Lamb voting in favor.

17. (Moved from Item 14) Community Bridges Lift Line Amended FY19/20 TDA Claim

Grace Blakeslee, Senior Transportation Planner, described the Community Bridges-Lift Line amended claim and reviewed the RTC's September 2019 action indicating its intent to allocate \$100,000 per year of the RTC's population shares (PUC 99313) of FY19/20-FY21/22 State Transit Assistance (STA) funds to Community Bridges Lift Line and to hold in abeyance for three years the 2017 RTC policy that would have made 15-25% of the region's population shares of STA and SGR funds available for eligible community transportation projects and services.

A motion (Ireland/Cara) was made to approve the recommend that the Regional Transportation Commission (RTC) approve the Community Bridges Lift Line FY19/20 TDA Claim. The motion passed with members Deborah Benham, John Daugherty, Veronica Elsea, Tara Ireland, Patty Talbot, and Caroline Lamb voting in favor and Kirk Ance and Lisa Berkowitz abstaining.

18. (Moved from Item 15) Santa Cruz Metropolitan Transportation District Amended FY19/20 Claim

Grace Blakeslee, Senior Transportation Planner, described the METRO's amended claim for Transportation Development Act (TDA) and State Transit Assistance (STA) funds and described the RTC's September 2019 action which indicated its intent to allocate all but \$100,000 per year of the RTC's population shares (PUC 99313) of the FY19/20-FY21/22 State Transit Assistance (STA) funds to Metro, and 100% of the region's population shares (PUC 99313) of FY19/20-FY21/22 SB1-transit State of Good Repair funds to Santa Cruz METRO.

A motion (Ance/Berkowitz) was made to approve the recommend that the Regional Transportation Commission (RTC) approve the Santa Cruz Metropolitan Transit District FY19/20 TDA Claim. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, Patty Talbot, and Caroline Lamb voting in favor and John Daugherty

abstaining.

Meeting adjourned at approximately 3:43 pm.

The next E&D TAC meeting is scheduled for Tuesday, December 10, 2019 at 1:30 p.m. at the RTC Office at 1523 Pacific Ave., Santa Cruz.

Respectfully submitted, Grace Blakeslee, Staff

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**Santa Cruz County
Regional Transportation Commission**

DRAFT MINUTES

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

**Watsonville City Council Chambers
275 Main Street, #450
Watsonville, CA**

1. Roll call

The meeting was called to order at 9:01

Members present:

Trina Coffman-Gomez
Jacques Bertrand
Bruce McPherson
Aurelio Gonzalez
John Leopold
Patrick Mulhearn (alt.)

Donna Lind (alt.)
Sandy Brown
Randy Johnson
Aileen Loe (ex-officio)
Andy Schiffrin (alt.)

Staff present:

Luis Mendez
Tracy New
Ginger Dykaar
Brianna Goodman
Yesenia Parra
Rachel Moriconi

Guy Preston
Grace Blakeslee
Sarah Christensen
Shannon Munz
Fernanda Dias Pini

2. Oral communications

Received Public Comment From:

Barry Scott
Michael Saint, Campaign for Sustainable Transportation
Brian Peoples- Trail NOW
Lowell Hurst-Councilmen, City of Watsonville

3. Additions or deletions to consent and regular agendas
Handouts for items 11, 29, 31, 32, 33, 34 and replacement pages for the agenda, and items 13 and 30

CONSENT AGENDA

Commissioner Alternate Schiffrin moved and Commissioner Leopold second the consent agenda. Motion carried unanimously with Commissioners Bertrand, Brown, Johnson, Coffman-Gomez, McPherson, Gonzalez, Leopold, Caput and Commissioner Alternates Lind, Schiffrin and Mulhearn voting "aye."

MINUTES

4. Accepted draft minutes of the September 19, 2019 Interagency Technical Advisory Committee meeting
5. Approved draft minutes of the October 3, 2019 Regional Transportation Commission meeting
6. Accepted draft minutes of the October 7, 2019 Bicycle Advisory Committee meeting
7. Accepted minutes of the October 9, 2019 Regional Transportation Commission and Saint Paul Pacific Rail Santa Cruz Rail Line Coordinating Committee
8. Accepted draft minutes of the October 10, 2019 Budget and Administration/Personnel Committee meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

9. Accepted report on Federal August Redistribution
10. Approved Public Participation Plan
11. Approved Regional Transportation Improvement Program (RTIP) amendment for Aptos Village Improvements (**Resolution 56-19**)
12. Approved 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 57-19**)
13. Approve Bowman & Williams, Inc. Contracts and Amendments for 2017 Storm Damage Repairs (**[8] Resolutions: 58-19 through 65-19**)
14. Approve MNS Engineers, Inc. Contract Amendment for 2017 Storm Damage Repairs (**Resolution 66-19**)
15. Approved CMAG Engineering, Inc Contract for 2017 Storm Damage Repairs (**Resolution 67-19**)

16. Approved Pacific Crest Engineering, Inc. Contracts for 2017 Storm Damage Repairs **([2] Resolutions 68-19 and 69-19)**
17. Approved Kittleson Environmental Consulting Contract Amendment for 2017 Storm Damage Repairs **(Resolution 70-19)**
18. Approved Clean Team Associates Contracts for Janitorial Services on the Santa Cruz Branch Rail Line **([2] Resolutions 71-19 and 72-19)**
19. Approved contracts with Community Tree Service for on-call vegetation control along the Rail Property **([2] Resolutions 73-19 and 74-19)**
20. Approved contract with Kimley Horn and Associates, Inc for Santa Cruz County Travel Demand Model-Transit Enhancements **(Resolution 75-19)**

BUDGET AND EXPENDITURES ITEMS

21. Accepted status report on Transportation Development Act (TDA) revenues
22. Accepted status report on Measure D revenues and distribution

ADMINISTRATION ITEMS

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

INFORMATION/OTHER ITEMS

24. Accepted monthly meeting schedule
25. Accepted correspondence log
26. Accepted letters from RTC committees and staff to other agencies - none
27. Accepted information items - *none*

REGULAR AGENDA

28. Commissioner reports – oral reports-none
29. Director’s Report – oral report

Executive Director reported on staff recruitments; a request for proposals (RFP) for project management services; Inaugural Strategic Implementation Plan for Measure D which will be updated at least every 5years and will be brought to the Commission in December; participation in Focus on the Future conference in San Diego. He also reported that the City of Watsonville has begun advertisement for bids on October 23, 2019 for Segment 18 of the MBSST. Construction will begin in Spring of 2020. Recruitment for the Elderly and Disabled Transportation Advisory Committee continues. RTC will participate in the November 23rd San Lorenzo Valley Environmental Town Hall

which will include Assembly Member Mark Stone.

Commissioners discussed the process for contract awarding and the request for proposal process and prevailing wage.

Received Public Comment From:
Brian Peoples- Trail NOW

30. Caltrans report

Aileen Loe reported that the new Caltrans director was sworn in on October 23rd. Ms. Loe also followed up on Commissioner questions on the 5310 program. She noted that although there is an effort allowing electric vehicles being purchased in the future, they do not qualify currently due to their cost.

She noted that ADA project upgrade to install sidewalks in Watsonville was completed in September. She responded to a question regarding the timeline to complete projects such as the guard rail improvement on Highway 1. The project was initiated 6 years ago. Once a project is programmed for funding, it is a 4-year timeframe to complete the project with the exception of safety projects. Bridge replacement projects will take longer than 4 years.

For the Highway 17 corridor projects funding sources must still be identified before the initiation process can begin. Pedestrian enhancements near Marchant Street near the high school in Watsonville will go to construction in February in 2020. Crosswalk enhancements on Highway 9 is also underway in part due to combining forces with RTC. Priority will be enhancements near the high school.

Commissioners discussed several projects that Caltrans is collaborating with. Commissioners requested that regular updates on EV funding be brought the Commission.

Received Public Comment From:
Michael Saint- Campaign for Sustainable Transportation

31. Request to begin Environmental Phase of the Highway 1 Auxiliary Lanes between State Park Drive and Freedom Boulevard Project.

Senior Transportation Engineer Sarah Christensen presented the staff report. Noting that a contract request will come back to the Commission in February.

Commissioners discussed timeline, funding availability, the need for bonding, status of current lawsuit, Soquel to 41st being priority, no injunction expected; an update on the bus on shoulder project; Watsonville residents anxious to get this project done; new bridge construction capacity for possible HOV lanes; "Aptos Strangler" is an issue and moving forward with Auxiliary lanes will help; possibility of ramp metering in the long term plan; continuous movement reduces commute time; Highway Safety and Congestion programs in Measure D, allows for Auxiliary Lanes.

Received Public Comment From:

Michael Saint
David Van Brink
Brian Peoples

Commissioner Bertrand moved and Commissioner Caput seconded staff recommendation to:

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.
3. Commissioners also directed staff to provide periodic updates on the current EIR Highway 1 lawsuit.

Motion passed unanimously with Commissioners Bertrand, Brown, Johnson, Coffman-Gomez, McPherson, Gonzalez, Leopold, Caput and Commissioner Alternates Lind, Schiffrin and Mulhearn voting "aye."

32. Davenport Crossing Project Update

Senior Transportation Planner Grace Blakeslee presented the staff report. She noted that this item will come to the December meeting to request Measure D funding.

Commissioners thanked staff for all the work and for combining this project with phase 2 of the Monterey Bay Sanctuary Scenic Trail (MBSST) project. Ms. Blakeslee noted that staff is working with county staff for public meetings opportunities in the spring.

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

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

Commissioners discussed funding going to agencies like the Volunteer Center, Lift Line, and ParaCruz; funding sources used for UAL CalPERS payments does not include Measure D; and thanked staff for new accessible budget format.

Commissioner Coffman-Gomez moved and Commissioner Leopold second staff recommendation to:

1. Adopt a resolution approving the proposed amended fiscal year (FY) 2019-20 Budget and Work Program
2. Apportion the \$587,787 additional TDA revenues received in FY2018-19 as follows:

- 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
- Apportion \$55,000 to the RTC's Countywide Bike Signage Project; and
- Apportion \$20,000 for improvements to the Santa Cruz County Travel Model; and
- 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.

Motion passed unanimously with Commissioners Bertrand, Brown, Johnson, Coffman-Gomez, McPherson, Gonzalez, Leopold, Caput and Commissioner Alternates Lind, Schiffrin and Mulhearn voting "aye."

34. Santa Cruz Branch Rail Corridor - Environmental Permitting Contract Award

Grace Blakeslee, Senior Transportation Planner presented the staff report.

Commissioners discussed that this is a plan for 5 years and help to do work on needed repair without asking for permission throughout the process. Capitola Trestle use analysis will be done after the Alternatives Analysis project completion; rail line is inspected twice annually as part of the RTC's preventative maintenance program; timing of storm damage repairs and how they align with the requirement for Progressive Rail to offer excursion service. Rail line will be in construction by fall 2020 and by early 2021 the track from Watsonville to Santa Cruz will be operational. RTC is responsible to get track from milepost 7 to milepost 30 to Class 1 then Progressive Rail is responsible for maintenance.

Commissioner Alternate Schiffrin moved and Commissioner Leopold seconded the staff recommendation to 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.

Motion passed unanimously Motion passed unanimously with Commissioners Bertrand, Brown, Johnson, Coffman-Gomez, McPherson, Gonzalez, Leopold, Caput and Commissioner Alternates Lind, Schiffrin and Mulhearn voting "aye."

35. Review of items to be discussed in closed session- Adjourned to closed session at 10:48

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- Closed session ended at 11:05 am and there was no report from closes 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.

Respectfully Submitted

Yesenia Parra
Administrative Services Officer

Attendees

Brian Peoples
David Van Brink
Michael Saint
Lowell Hurst
Steven Mattas
Matt Machado
Steve Wiesner
Heather Adamson
Gina Cole
James Sandoval
Grace Voss
Shannon Bane
Wendy Young

Trail Now

Campaign for Sustainable Transportation
City of Watsonville
RTC Counsel
County of Santa Cruz
County of Santa Cruz
AMBAG
BSCC
SMART
SCCCC
Harris Associate
Harris Associate



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

MINUTES

Thursday, November 21, 2019, 1:30 p.m.
SCCRTC Conference Room
1523 Pacific Ave., Santa Cruz, CA

ITAC MEMBERS PRESENT

Gus Alfaro, Caltrans District 5 Planning
Tim Bailey, County Public Works
Teresa Buika, UCSC
Piet Canin, Ecology Action
Athena Cheung, Scotts Valley Public Works
Murray Fontes, Watsonville Public Works and Planning proxy
Paul Hierling, Association of Monterey Bay Area Governments (AMBAG)
Kailash Mozumder (Vice Chair), Capitola Public Works
Pete Rasmussen, Santa Cruz METRO
Anais Schenk, County Planning
Chris Schneider, Santa Cruz Public Works and Planning proxy

Excused Absences: Claire Fliesler, Santa Cruz Planning; Wondimu Mengistu, Santa Cruz METRO

RTC Staff Present: Ginger Dykaar, Rachel Moriconi

Others Present: Russell Chen, County Public Works;
Joseph Londono, Caltrans District 5

-
- 1. Call to Order:** Vice Chair Mozumder called the meeting to order at 1:35 p.m.
 - 2. Introductions:** Self introductions were made
 - 3. Oral Communications:** None
 - 4. Additions, deletions, or changes to consent and regular agendas:** Item 11 was taken ahead of Item 10 and Item 9 regarding Vancouver, B.C. transportation network was moved after Item 10. Gus Alfaro distributed the semi-annual SHOPP project list and Caltrans announcements for Item 7.

CONSENT AGENDA

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

- 5. Approved Minutes of the September 19, 2019 ITAC meeting**
- 6. Received AMBAG memorandum: Fixing America's Surface Transportation Performance Management Requirements and Target Setting**

REGULAR AGENDA

7. Status of Ongoing Transportation Projects

Capitola – Kailash Mozumder reported that the Brommer Street complete streets infill project (38th Ave. to 41st Ave.) design is nearly done and expected to go out to bid in Spring 2020; the Park Ave. sidewalk construction is expected to be completed by the end of the year; Clares St. traffic calming project (east of 41st Ave.) is scheduled to start construction in Spring 2020, with design going to the Elderly and Disabled Transportation Advisory Committee (E&D TAC) for review in December; encroachment and design work for 41st Ave. adaptive signal lights project – coordinating traffic signals on 41st Avenue through Highway 1 - continues.

County Public Works – Tim Bailey reported that the County is finishing several storm damage repair projects and going to bid on three more in December. The County is still working with FHWA to get extensions to federal reimbursement deadlines for several storm damage projects. The County is also planning to go to bid for the Soquel Drive/Aptos Creek Road signal. Russell Chen reported that they are working to coordinate the adaptive traffic signal project with Capitola for signal in the County from 41st Avenue to Soquel Village. The County is having a kick-off meeting for its active transportation plan on 12/3/19 and is expected to award a contract with a micromobility provider for bike share services from Santa Cruz city limits through Capitola.

County Planning – Anais Schenk reported that the County is working on the General Plan and code updates, and working to implement new state housing and SB743 requirements.

Santa Cruz – Chris Schneider reported that the City of Santa Cruz is repaving several arterials throughout the city including Broadway, California, Soquel and La Fonda. Construction of Safe Routes to Schools crosswalks is scheduled to start in December 2019. Construction of Segment 7, phase 1 of the Monterey Bay Sanctuary Scenic Trail Network (MBSST) is scheduled to start in December 2019.

Ecology Action – Piet Canin reported that Ecology Action (EA) is assisting the City of Santa Cruz on the GoSantaCruz Transportation Demand Management (TDM) program targeting downtown employees, including bicycle commuter workshops. EA is also helping prepare the draft Scotts Valley Active Transportation Plan and bicycle/walk safety plans for several areas.

Scotts Valley - Athena Cheung reported that paving projects are underway and the city awarded a contract for the Glenwood Preserve Trails project.

UCSC – Teresa Buika reported that UCSC is negotiating a contract with Jump Bike to expand the program onto campus.

Watsonville – Murray Fontes reported that the City of Watsonville's green bicycle lane project is in construction; City Council unanimously approved the Downtown Complete Streets Plan in October 2019; construction of the Green Valley Road Reconstruction project is nearly done; the city is conducting a pavement condition inspection of local roads; the city is opening bids for construction of the first phase of Segment 18 of the Monterey Bay Sanctuary Scenic Trail Network (MBSST) in December 2019; and bicycle route signage is being installed citywide.

Caltrans – Gus Alfaro distributed announcements about various Strategic Growth Council, U.S. DOT, and Cal Fire grant opportunities. He distributed the semi-annual list of SHOPP projects and highlighted some of the projects included on that and the list of projects included in the agenda packet, including the Highway 9 soldier pile wall, Highway 17/Pasatiempo shoulder widening, Highway 1 capital maintenance (CapM/paving), District-wide pedestrian crosswalks and signal upgrades, and Aptos to Santa Cruz ADA curb ramp replacement projects.

SCMTD – Pete Rasmussen reported that Barrow Emerson has retired; METRO is working with RTC on the rail corridor alternatives analysis; and METRO is providing input on the Capitola Mall redesign. He requested that agencies contact him to review proposals for bicycle facilities and other projects which could impact METRO bus stops.

RTC – Rachel Moriconi reported that the RTC has issued a Request for Proposals (RFP) to start environmental review and preliminary design for Highway 1 Auxiliary Lanes/Bus on Shoulder from Freedom Boulevard to State Park Drive. Pre-construction work continues on auxiliary lane projects between State Park Drive and Soquel Drive and the North Coast Rail Trail. The RTC approved updated Transportation Development Act (TDA) allocations in its November 7, 2019 budget amendment.

AMBAG – Paul Hierling reported that AMBAG is working on the 2045 Metropolitan Transportation Plan (MTP)/Sustainable Communities Strategy (SCS) policy element, with recommendations to be brought to the ITAC at its next meeting.

8. Programming Regional Transportation Funds

Rachel Moriconi reported on projects proposed and recommended for regional-shares of Regional Surface Transportation Program Exchange (RSTPX), State Transportation Improvement Program (STIP), Highway Infrastructure Program (HIP), and Local Partnership Program (LPP) funds. Proposals for funds are consistent with the RTC's September 5, 2019 direction. She suggested that project sponsors attend the December 5, 2019 public hearing in case questions come up on their projects. She noted that the \$350,000 in competitive Regional Surface Transportation Program Exchange (RSTPX) funds will be programmed separate from this process and she provided updates on \$100,000 in Measure D designated for Transportation Demand Management (TDM) programs aimed at reducing vehicle miles traveled and programming State Transit Assistance (STA) funds.

The ITAC unanimously approved a motion (Fontes/Schneider) recommending that the RTC approve city, county and METRO projects to receive Regional Surface Transportation Program Exchange (RSTPX) funds, as requested by project sponsors, and recommending that the RTC approve RTC regional projects to receive other state and federal State Transportation Improvement Program (STIP), Local Partnership Program (LPP), and Highway Infrastructure Program (HIP) formula funds for Highway 1 auxiliary lanes/bus on shoulders projects and Regional Planning, Programming, and Monitoring (PPM). All members present voted "yes."

11. District 5 SHOPP WebViewer and other online tools

Joseph Londono and Gus Alfaro presented Caltrans's new State Highway Operation and Protection Program (SHOPP) webviewer, noting that the webviewer includes information on planned projects and will allow local agencies to see the location of and coordinate with Caltrans on planned projects.

10. District 5 Active Transportation Plan – project lists

Gus Alfaro shared updates on the Caltrans District 5 Active Transportation Plan. District 5 is currently in the Network Analysis Phase, identifying gaps and barriers to pedestrian and bicycle movement on, across, and parallel to the State Highway System. This includes developing a list and map of projects that have been identified in local planning documents. He requested that local agencies submit information on planned projects. The list will be updated periodically. *(RTC staff subsequently emailed the Caltrans excel spreadsheet to ITAC members to use.)* The draft plan is expected to be available for review in early 2020, with the final plan expected to be complete in late Spring 2020.

9. Vancouver, B.C. Multimodal Transportation Network – presented after item 11

Ginger Dykaar presented information on Vancouver, B.C.'s multimodal transportation network, highlighting the significant reduction in motor vehicle trips into the downtown core, especially with the expansion of bus and rail transit services and bicycle facilities, such as separated bicycle paths.

12. Other Transportation Program Updates

Rachel Moriconi reported that the California Transportation Commission (CTC) held its first workshops on Active Transportation Program (ATP) cycle 5 guidelines and plans to have several more workshops throughout the state. She asked agencies to plan to attend the workshop tentatively scheduled for January 6 in Watsonville, with possible tour of some local projects and areas on January 7.

Ms. Moriconi encouraged agencies to submit applications for funding to prepare Local Road Safety Plans (LRSP), which will be required for future Highway Safety Improvement Program (HSIP) grants. (<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>)

Paul Hierling noted that AMBAG staff is tracking HCD grants, including grants for SB2 funds, and how "pro-housing" criteria is defined.

- 13. The next meeting is scheduled for 1:30pm on December 19, 2019 in the RTC Conference Room.** The meeting will be canceled if there are no action items to be brought before the committee.

Minutes prepared by: Rachel Moriconi, RTC Planner

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TO: Santa Cruz County Regional Transportation Commission
FROM: Sarah Christensen, P.E., Senior Transportation Engineer
RE: Santa Cruz Branch Rail Corridor - Consultant Contract Award for Preparation of Construction Documents of Phase 1 Bridge Repairs

RECOMMENDATIONS

Regional Transportation Commission staff recommends that the Regional Transportation Commission (RTC):

1. Adopt a resolution (Attachment 1) authorizing the Executive Director to enter into an agreement with STV, Inc. in the amount not to exceed \$359,000 to prepare construction documents for phase 1 of the bridge repairs along the Santa Cruz Branch Rail corridor.
-

BACKGROUND

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

In 2018, RTC staff released a Request for Qualifications (RFQ) for engineering services and established a list of qualified on-call engineering consultants for civil engineering, structural engineering/inspections, and construction management along the Santa Cruz Branch Rail corridor. The Commission authorized contracts with on-call engineering consultants on the approved on-call list for the first set of task orders including inspections, analysis and recommendation of repair and rehabilitation work for bridges, culverts, and other infrastructure on the Santa Cruz Branch Rail Line right-of-way. The 29 bridges along the Santa Cruz Branch Rail corridor were inspected in 2018 and draft inspection reports were developed by on-call engineering consultant RailPros, Inc.

DISCUSSION

The first phase of bridge repairs were identified based on the need for freight service and condition of the bridge according to the inspections performed in 2018. Staff recommends initiating the first phase of bridge repairs at this time in order to provide the environmental services consultant with engineering plans needed for permitting purposes, and to meet the requirement to complete initial repairs as

required by the ACL with SPPR. Staff reviewed the inspection reports from the 2018 inspections and have prioritized 9 bridges at 6 locations as the first phase of repairs. Bridges between Milepost (MP) 3.0 north of Watsonville and MP 20.3 at the Santa Cruz Wye were prioritized based on need for freight service. Service is needed to transport 2 locomotives owned by Roaring Camp that are currently being stored in Watsonville and cannot be delivered to their facility in Felton until storm damage and bridges are repaired.

Based on the 2018 inspection reports, bridges prioritized as the phase 1 bridge repairs were deemed out of service or at risk of being put out of service in the near future, due to conditions, load restrictions, and/or speed restrictions. Repairs to these bridges are needed in order to meet the requirements of Section 5 of the ACL agreement with SPPR, which states that the RTC is responsible for initial repairs to the freight easement property. Once initial repairs are complete, the RTC will have no further obligation to repair or maintain the freight easement property. The phase 1 bridges requiring repair are as follows:

- MP 1.06a Open Deck Timber Trestle over Pajaro River. This bridge has 13 spans with a total length of 180 feet and requires replacement of sway braces, stringers, shims, and caps.
- MP 4.87 Ballast Deck Timber Trestle over a seasonal drainage. This bridge has 13 spans with a total length of 195 feet and requires replacement of stringers at 3 bents, replacement of piles at 9 bents, addition of shims and replacement of caps.
- MP 8.64 Open Deck Timber Trestle over a seasonal drainage. This bridge is 8 spans with a total length of 112 feet and requires repairs to the walkway post and stringer, handrail post and stringers, jointed rail and loose joint bar bolts, replacement of piles and bracing.
- MP 10.45 Ballast Deck Timber Trestle over a seasonal drainage. This bridge is 16 spans with a total length of 240 feet and requires replacement of bracing, piles, inspection planks, framed bed, cap, and longitudinal bracing, and extension of the wingwall.
- MP 11.16 Ballast Deck Timber Trestle over seasonal drainage. This bridge has 16 spans with a total length of 240 feet and requires replacement of bracing, stringers, and piles, and repairs to the handrail.
- MP 15.89b Open Deck Timber Trestle over Riverview Avenue. This bridge has 15 spans with a total length of 215 feet and requires replacement of the walkways, inspection planks, cap, longitudinal bracing, sash bracing, piles, stringers, and handrail boards.
- MP 15.89c Single Span Wrought Iron Bridge over Soquel Creek. This is a single span 148 foot long bridge that requires replacement of guards, stringers, floor beams, and truss bearings.
- MP 15.89d Open Deck Timber Trestle between Soquel Creek and Wharf Road. This bridge has 3 spans and a total length of 40 feet and requires replacement of sash bracing, sway bracing, and longitudinal bracing.
- MP 19.43a Open Deck Steel and Concrete Bridge over San Lorenzo River. This bridge has 2 spans and a total length of 240 feet, and requires replacement of the top chord cover plates, guard timber, repair floor beams, spacer blocks, ties, cap, and bearings.

- MP 19.43b Open Deck Concrete Bridge over the walkway adjacent to the San Lorenzo River. This is a single span bridge with a length of 60 feet and requires replacement of guard timber, ballast at bridge deck and approaches, cap, and spacer blocks.

Staff requested proposals to prepare the construction documents for the phase 1 bridge repairs from the 3 on-call engineering consulting firms, Biggs Cardosa, STV, and RailPros. The scope of work includes preparation of a draft design for environmental permitting purposes, cost estimating and prioritization, final design of the prioritized bridge repairs, and design support during advertisement and construction.

Proposals were received from all 3 on-call structure engineering firms. Staff reviewed and ranked the 3 proposals based on the work plan, approach to the scope of work, and availability of resources. The top ranked firm was STV, Inc. based on their approach to the scope of work, work plan, and availability of staff to perform the work. The contract with scope of services, cost proposal, and project schedule is included as Attachment 2. Staff recommends a budget of \$359,000 for this work, which provides for an estimated initial contract value of \$326,169 plus \$32,831 contingency for potential changes.

Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract and potential subsequent amendments with STV, Inc. to prepare the construction documents for Phase 1 bridge repairs for a total contract value not to exceed \$359,000 and a term ending on December 31, 2022, subject to legal approval as to form.

FISCAL IMPACT

The RTC's budget for the Santa Cruz Branch Rail Line provides funds to maintain and repair the railroad infrastructure for preservation as needed. RTC's approved Measure D Five-Year Program of Projects includes a total of \$2.2 Million for Railroad Bridge rehabilitation, which includes the preparation of the construction documents for the phase 1 bridge repairs. The FY 19/20 budget includes \$500,000 for railroad bridge rehabilitation, leaving \$1.7 available for future years work. There is enough capacity remaining in this fiscal year's budget, and there is enough remaining programming capacity in future year's Measure D approved Five-Year Program of Projects to fund this work, therefore there are no new fiscal impacts associated with the proposed contract to prepare the construction documents for Phase 1 bridge repairs.

SUMMARY

Staff received proposals to prepare construction documents for phase 1 of the bridge repairs needed along the Santa Cruz Branch Rail corridor. Proposals were reviewed and ranked, and staff recommends entering into a contract with the top ranked on-call structures engineering consultant. Construction documents and environmental permits are expected to be completed in 2021.

ATTACHMENTS:

1. Resolution
2. Draft Contract, Scope of Services, Cost Proposal, and Schedule

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT
WITH STV, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 1 BRIDGE
REPAIRS ON THE SANTA CRUZ BRANCH RAIL CORRIDOR

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

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

WHEREAS, the Commission authorized the Executive Director to enter into a contract
with the top ranked on-call structure engineering services consultant, RailPros, for bridge
inspections and load ratings in 2018;

WHEREAS, staff identified high priority bridge repairs based on the 2018 bridge
inspections, location, and condition;

WHEREAS, professional engineering services are required to prepare construction
documents of bridge repairs; and

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

1. The Executive Director is authorized to negotiate and enter into a professional
engineering services agreement with STV, Inc. for a not to exceed amount of
\$326,169 for professional engineering services for phase 1 bridge repairs on the
Santa Cruz Branch Rail line;
2. The Executive Director is authorized to negotiate and enter into a contract with the
second highest ranked consultant team, in the event that negotiations with the
highest rank consultant are unsuccessful, for a total contract value not to exceed
\$359,000;
3. The Executive Director is authorized to issue amendments to the professional
engineering services agreement for term and/or for compensation for a total
combined not to exceed contract value of \$359,000.
4. The Chair is authorized to authorize the Executive Director to issue additional
amendments to the professional engineering services agreement for compensation
for up to \$60,000 in total amendment value, provided there is enough approved
budget capacity for proposed current year's work and enough programming

capacity for future year's work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

ATTEST:

Ed Bottorff, Chair

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, COMMISSION:

The name of the "CONSULTANT" is as follows:

STV, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be AARON SILVER, PE.

The name of the "COMMISSION" is as follows:

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (RTC)

The Contract Administrator and Project Manager for COMMISSION will be

SARAH CHRISTENSEN, PE.

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated . The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 2) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless COMMISSION, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness, or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except to the extent such loss or damage which was caused by the negligence, or willful misconduct of COMMISSION, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COMMISSION.
- E. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.
- H. CONSULTANT shall be as fully responsible to the COMMISSION for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COMMISSION's Contract Administrator to determine if CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COMMISSION's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. The approved CONSULTANT Services is attached hereto (Attachment 1) and incorporated by reference.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect December 4, 2019, contingent upon approval by COMMISSION, and CONSULTANT shall commence work after notification to proceed by COMMISSION'S Contract Administrator. The AGREEMENT shall end on December 31, 2022, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on COMMISSION until the AGREEMENT is fully executed and approved by COMMISSION.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. 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 Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COMMISSION approved overhead rate set forth in the approved Cost Proposal. In the event, COMMISSION determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COMMISSION may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. 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 Article III Statement of Work, COMMISSION shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COMMISSION's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COMMISSION including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COMMISSION's Contract Administrator at the following address:

SARAH CHRISTENSEN, P.E.
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1523 PACIFIC AVE., SANTA CRUZ, CA 95060

- I. The total amount payable by COMMISSION shall not exceed \$326,169.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COMMISSION's Contract Administrator.
- K. 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.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by COMMISSION, provided that COMMISSION gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COMMISSION shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not, and in accordance with Article XXIV, Ownership of Data.
- B. COMMISSION may temporarily suspend this AGREEMENT, at no additional cost to COMMISSION, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COMMISSION for damages sustained by COMMISSION by virtue of any breach of this AGREEMENT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COMMISSION from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in subsection C of this section. Upon termination, COMMISSION shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXIV, Ownership of Data.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to COMMISSION.

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

ARTICLE VIII RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COMMISSION shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COMMISSION, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COMMISSION's Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COMMISSION's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COMMISSION will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, COMMISSION, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Administrator 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 AGREEMENT 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, COMMISSION, or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per section E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this section E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in section E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise shall create any contractual relation between the COMMISSION and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COMMISSION for the acts and omissions of its Subconsultants 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 the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the 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 shall be subcontracted without written authorization by the COMMISSION Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COMMISSION.
- E. Any substitution of Subconsultants must be approved in writing by the COMMISSION Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COMMISSION's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COMMISSION's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$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 AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by

COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION.

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

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities, and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code.

The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COMMISSION determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this AGREEMENT or any ensuing COMMISSION construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COMMISSION construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV 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 this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COMMISSION to implement the Act. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a)-(f), set forth at 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COMMISSION upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COMMISSION shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices, and the selection and retention of Subconsultants.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish COMMISSION a Certificate of Insurance stating that there is presently in effect for CONSULTANT:
1. Commercial General liability insurance 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.
 2. Worker's Compensation insurance in the minimum statutorily required coverage amount.
 3. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
 4. 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.
- B. The Certificate of Insurance will provide:
1. That the insurance policies will not be cancelled without thirty (30) calendar days prior written notice to COMMISSION, except 10-day notice of cancellation for non-payment of premium.
 2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission."

3. That COMMISSION will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the insurance herein provided for shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least ten (10) calendar 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 AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COMMISSION. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COMMISSION may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.
- D. If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees to 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.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COMMISSION governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COMMISSION has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XIX 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 COMMISSION’s Contract Administrator.

- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COMMISSION's Contract Administrator.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants by execution of this AGREEMENT that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COMMISSION has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COMMISSION's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COMMISSION Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COMMISSION, the State, and the FHWA (if federal participating funds are used in this AGREEMENT), to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIII SAFETY

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

- B. Pursuant to the authority contained in Vehicle Code §591, COMMISSION has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. 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. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXIV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of COMMISSION, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COMMISSION shall be entitled to, and CONSULTANT shall deliver to COMMISSION, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COMMISSION which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COMMISSION.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COMMISSION may permit copyrighting reports or other agreement products. If copyrights are permitted, the AGREEMENT shall provide that the FHWA 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.

ARTICLE XXV CLAIMS FILED BY COMMISSION'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COMMISSION's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to

make its personnel available for consultation with COMMISSION'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with COMMISSION's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVI 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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COMMISSION, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COMMISSION or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, COMMISSION has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COMMISSION's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §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.

ARTICLE XXVIII 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 AGREEMENT record.

ARTICLE XXIX RETENTION OF FUNDS

No retainage will be withheld by COMMISSION from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. 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 or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXX 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:

STV, Inc.
Aaron Silver, PE, Project Manager
505 14th Street, Suite 1060
Oakland, CA 94612-1406

COMMISSION:

SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION
SARAH CHRISTENSEN, PE, Contract Administrator
1523 PACIFIC AVE.
SANTA CRUZ, CA 95060

ARTICLE XXXIII CONTRACT

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.

ARTICLE XXXIV SIGNATURES

4. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

Date: _____

1. APPROVED AS TO FORM

Steve Mattas
RTC Legal Counsel

Date: _____

Attachments:

Attachment 1 – Scope of Services

Attachment 2 – Cost Proposal

2. STV, Inc.

Aaron Silver
Vice President

Date: _____

3. APPROVED AS TO INSURANCE

Yesenia Parra
Administrative Services Officer

Date: _____

SCOPE OF SERVICES

STV (“Consultant”) will complete the below described Consultant Services according to the included schedule, fee, and contract terms.

INCLUDED BRIDGES

This Scope of Services includes the following Santa Cruz Rail Line corridor rail bridges:

- 4.87 - Timber Bridge
- 8.64a - San Andreas
- 10.45 - Hidden Beach
- 11.16 - Clubhouse Drive
- 15.89bcd - Capitola Trestle
- 19.43a - SLR Trestle
- 1.06 Pajaro River Bridge

Any additional bridges or services added to this list constitutes a change in scope and may alter the schedule and fee.

TASK 1 – 15% LEVEL DESIGN

Consultant will start-up the project including bridge data collection and review, validating the status and needs of repair, including a targeted and cost-efficient field validation of the repair needs for the included bridges. Consultant will provide a brief memorandum that summarizes the repair needs, for review and confirmation with the Commission. Consultant will advance design of repairs to an approximately 15% level of completion, including concept level cost estimates for construction. Consultant will produce a memorandum that provides cost and scope of repairs, giving the Commission the option to prioritize repairs depending on available construction budget.

Task 1.1 – Data Collection & Start-Up

Consultant will collect and review the existing data for the included bridges. the Commission will provide the following information electronically, as available, for Consultant review:

- Record drawings for original construction and any modification/repairs
- Operations, maintenance manuals, and records
- Previous inspection reports and memos

- Any other readily available electronic information provided by the Commission

Task 1.2 – Repair Validation

Consultant will review the status of structural repairs and needs of structural repair by conducting a targeted, and cost-efficient field validation. Consultant will not produce new inspection reports but will instead provide a memorandum that summarizes all the repair needs of the included bridges, for review, confirmation, and input if needed from the Commission.

Task 1.3 – Draft Design (15%)

Consultant will develop concept level design details and costs estimate for probable construction costs for the concept-level repairs. The scope of repairs and cost estimates will be organized in summary tables and provided in a memorandum, such that the Commission will be able to decide on the scope of repairs, based on the agencies available budget and desired permit schedule.

Task 1 Deliverables

- Repair Needs Summary Memorandum (Task 1.2)
- Repair Costs & Prioritization Memorandum (Task 1.3)

Task 1 Assumptions

- The Commission will provide final direction to Consultant on the selection of design repairs
- The Commission will provide written comments on Task 1 Deliverables
- Consultant will respond with comments in a written format
- The Commission will provide all available documents to Consultant in electronic format

TASK 2 – FINAL DESIGN

Consultant will advance the engineering of bridge structural repairs for included bridges through approximately 30%, 60%, and final stages, giving the Commission opportunity to review and comment on the bridge repairs. Included in these deliverables will be permit drawings which will depict the level of detail necessary for review agencies as directed by the Commission and the Environmental Consultant.

For each design phase Consultant will leave allowance in the schedule for a 2-week review and design pause by the Commission, and an additional 1-week comment resolution period. After resolution of final comments Consultant will deliver final “bid ready” construction documents. Consultant

will support the Commission by providing responses to potential bidder requests for information and clarifications during the bidding phase.

Task 2.1 – 30% Design

Consultant will advance the engineering repair design of the selected scope of repairs, to approximately 30% level of completion and provide engineering plans for review and comment by the Commission.

Task 2.2 – 60% Design

Consultant will advance the engineering repair design of the selected scope of repairs, to approximately 60% level of completion and provide engineering plans (drawings), draft specifications, and updated estimates, for review and comment by the Commission.

Task 2.3 – Final Plans, Specs, & Estimates

Consultant will advance the structural engineering repair design of the selected scope of repairs, to a final level of completion and provide bridge structural engineering repair plans (drawings), structural specifications, and updated estimates of probable construction cost for the structural repairs. At this final stage, Consultant has provided in the schedule a 2-week review and design pause by the Commission, and an additional 1-week comment resolution period. After comment resolution, Consultant will deliver final “bid ready” construction documents for the structural repair of the included bridges.

Task 2.4 – Bid Phase Support

Consultant will support the Commission by providing responses to potential bidder requests for information and clarifications during the bidding phase.

Task 2 Deliverables

- Approximately 30% Progress Print of structural drawings
- Approximately 60% Progress Print of structural drawings, estimates, draft specifications
- Final Plans, Specifications, & Estimates for Structural Bridge Repairs
- Response to the Commission comments on Task 2 Deliverables
- Response to potential bidder questions

Task 2 Assumptions

- The Commission will provide access permissions and traffic control (if needed) during field inspections

TASK 3 – PROJECT MANAGEMENT

Task 3.1 – Project Coordination

Consultant will prepare a project management plan (PMP) including scope, schedule, budget, and quality process for deliverables for Consultant's services. Consultant will partner with the Commission on the successful delivery of the project and is responsible for management of the Consultant Scope of Services. The PMP will detail the following:

- Communication with team members, including the Commission to review project status and/or outstanding issues.
- Coordination with the Commission, third-party stakeholders, and other involved project agencies,
- Engineering Requirements
- CADD Requirements
- Project Schedule

Task 3.2 – Project Meetings

Consultant will organize, attend, and lead up to 7 planned Consultant-scope related meetings. Planned meetings will include the Commission staff and Consultant team members either in person at the Commission offices or Consultant offices in Oakland, or via conference if appropriate. Consultant will provide an agenda in advance and summary meeting notes for the Commission review which include a summary of discussion items, key decisions, key action items, and a record of attendees. The following are the planned meetings:

- Project Kick-Off
- Data Review & Field Coordination
- Repair Needs Validation
- Repair Costs & Prioritization
- Final Design Progress (3 meetings)

Task 3.4 – Quality Management

Consultant will:

- Prepare and submit a brief Quality Management Plan for Consultant services.
- Conduct the quality assurance/quality control activities defined in the Consultant QMP.

- Confirm that effective quality assurance/quality control procedures are implemented.

Task 3.5 – Administration & Invoicing

Consultant will:

- Prepare and submit a brief Monthly Progress Report that summarizes the services completed, percent complete for tasks during the billing period, percent complete of deliverables, and anticipated activities for the next invoicing cycle.
- Summarize problems encountered and actions taken for resolution, potential future delays, and any issues/activities requiring Owner direction. Elements that may impact project completion schedule or budget will be highlighted.
- Review and submit monthly invoices for services completed to-date and include all costs submitted in time for inclusion with Consultant invoice. The invoices will summarize budget, expenditures, and percent expended for deliverable tasks during the billing period, percent expended of overall project elements and will contain all Consultant services.

Task 3 Deliverables

- Baseline project schedule
- Monthly Progress Reports (with invoices)
- Monthly Invoices
- Project Meeting Summary Notes

TASK 4 – DESIGN SERVICES DURING CONSTRUCTION

Task 4.1 – Construction RFIs

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

Task 4.2 – Construction Submittal Reviews

Consultant will review and respond in writing to contractor-generated submittals that are regarding the contract documents developed and provided by Consultant.

Task 4.3 – Construction Inspection/Troubleshooting

Consultant will visit the bridge sites as requested on a specific as-needed basis and perform inspection or troubleshooting of the repair work. This will be considered as additional work.

Task 4.4 – As-built Plans

Consultant will prepare as-built plans using the drawings produced by Consultant during the design. As-built plans will be constructed from a record of as-built changes that were recorded by the construction contractor or the Commission based on continuous site inspection.

Task 4 Deliverables

- Construction Contractor RFI responses in writing
- Construction Contractor Submittals review comments in writing
- Inspection Summary Notes in writing
- As-built drawings in hard copy and PDF format

GENERAL ASSUMPTIONS

These general assumptions are made for these Scope of Services:

- Engineering services during construction are estimated and may change as the project scope changes (including, but not limited to procurement assistance, advertising, bid review, shop drawing review, construction inspection, RFIs, as-builts, testing, and commissioning, or as-built drawings).
- Deliverables format:
 - *Unless otherwise noted all deliverables will be in electronic PDF (with OCR) and/or native file format and will have searchable text.*
 - *All calculations, analyses, plans, and other project services will be prepared in English units.*
 - *Drafting Standards will follow the Commission or Caltrans standards.*
- The Commission will serve as primary point of contact with the public, land owners, all external stakeholders, and governmental agencies required by the project. Additionally, the Commission will obtain right-of-entry agreements for adjacent properties if required to access the bridges.

CONSULTANT COST PROPOSAL

Project: Santa Cruz Branch Rail Line Corridor—Railroad Bridge Repair Engineering Services

Total Fee: \$326,169

Client: Santa Cruz County Regional Transportation Commission ("COMMISSION")

Date: 11/22/2019

Consultant: STV, Incorporated

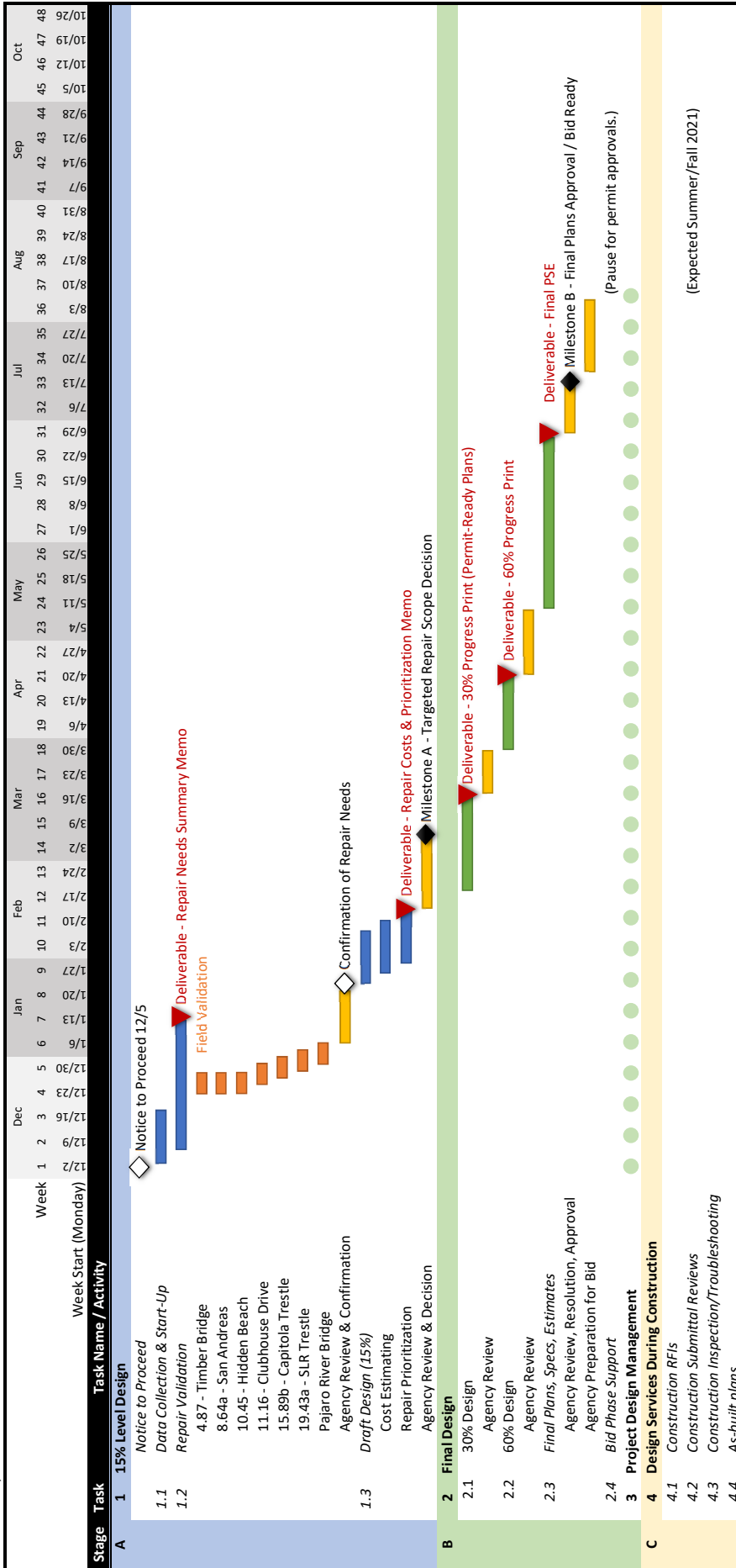
Subs(s): None

TITLE/CLASS/CATEG.			Project Manager	Senior Engineer	Project Engineer	Architect/ Engineer	QA/QC Manager	Designer/ Technician	LABOR HOURS	FEE
TASK NO.	TASK / SUBTASK	RATE	\$ 320.00	\$ 156.98	\$ 216.80	\$ 190.17	\$ 244.96	\$ 103.85	SUBTOTAL	SUBTOTAL
1	15% Level Design		23.0	83.0	46.0	108.0	0.0	351.0	611.0	\$87,351.85
1.1	Data Collection & Start-Up		9.0	23.0	9.0	19.0			60.0	\$12,054.97
1.2	Repair Validation		9.0	51.0	9.0	42.0		51.0	162.0	\$26,120.67
1.3	Draft Design (15%)		5.0	9.0	28.0	47.0		300.0	389.0	\$49,176.21
2	Final Design		36.0	153.0	273.0	238.0	10.0	293.0	1003.0	\$172,862.45
2.1	30% Repair Design		9.0	47.0	47.0	60.0	10.0	93.0	266.0	\$43,965.51
2.2	60% Repair Design		9.0	50.0	93.0	80.0		100.0	332.0	\$56,490.00
2.3	Final Plans, Specs, Estimates		9.0	47.0	105.0	90.0		100.0	351.0	\$60,522.36
2.4	Bid Phase Support		9.0	9.0	28.0	8.0			54.0	\$11,884.58
3	Project Design Management		82.0	0.0	0.0	0.0	30.0	0.0	112.0	\$33,588.80
3.1	Project Coordination		30.0						30.0	\$9,600.00
3.2	Project Meetings		34.0						34.0	\$10,880.00
3.3	Quality Management						30.0		30.0	\$7,348.80
3.4	Admin & Invoicing		18.0						18.0	\$5,760.00
4	Design Services During Construction		11.0	56.0	44.0	0.0	0.0	35.0	146.0	\$25,484.83
4.1	Construction RFIs		5.0	4.0	8.0				17.0	\$3,962.32
4.2	Construction Submittal Reviews		5.0	20.0	24.0				49.0	\$9,942.80
4.3	Construction Inspection/Troubleshoot.			12.0	12.0				24.0	\$4,485.36
4.4	As-built plans		1.0	20.0				35.0	56.0	\$7,094.35
	LABOR HOURS		152	292	363	346	40	679	1872	
	LABOR FEE		\$48,640	\$45,838	\$78,698	\$65,799	\$9,798	\$70,514		\$319,288
	ODCs (Travel, Incidental, Applicable Expenses, Etc.)									\$6,881.00
	TOTAL FEE									\$326,169

Consultant Project Schedule

Santa Cruz Branch Rail Line Corridor—Railroad Bridge Repair Engineering Services

November 21, 2019



**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TDA REVENUE REPORT
FY 2019/2020**

MONTH	FY18 - 19 ACTUAL REVENUE	FY19 - 20 ESTIMATE REVENUE	FY19 - 20 ACTUAL REVENUE	DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMULATIVE % OF ACTUAL TO PROJECTION
JULY	908,365	910,174	1,060,892	150,718	16.56%	116.56%
AUGUST	670,376	671,711	645,861	-25,850	-3.85%	107.89%
SEPTEMBER	886,090	887,855	905,653	17,798	2.00%	105.78%
OCTOBER	1,276,595	1,279,137	1,069,443	-209,694	-16.39%	98.21%
NOVEMBER	577,500	578,651	711,628	132,977	22.98%	101.52%
DECEMBER	905,920	907,724				
JANUARY	877,694	879,442				
FEBRUARY	816,270	817,896				
MARCH	861,435	863,150				
APRIL	847,201	848,888				
MAY	607,386	608,595				
JUNE	912,189	914,006				
TOTAL	10,147,019	10,167,228	4,393,477	65,950	0.65%	43%

Note:

I:\FISCAL\TDA\MonthlyReceipts\FY2020\[FY2020 TDA Receipts.xlsx]FY2019

SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2020 ENDING JUNE 30, 2020

	KEY/OBJEC	RATE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTAL	YEAR END ADJUSTMENT	ADJUSTED TOTAL
GROSS	729000/40186		2,191,712.62	1,401,059.59	1,983,801.16	2,310,258.96	1,613,583.72	9,500,416.05	0.00	9,500,416.05
BOE FEES			-	(62,760.00)	-	-	(62,760.00)	(125,520.00)	-	(125,520.00)
NET			2,191,712.62	1,338,299.59	1,983,801.16	2,310,258.96	1,550,823.72	9,374,896.05	0.00	9,374,896.05
ADMINISTRATION & IMPLEMENTATION - 729100/62315										
ADMINISTRATION - SALARIES & BENEFITS		1%	21,917.13	13,383.00	19,838.01	23,102.59	15,508.24	93,748.96	0.00	93,748.96
O/H ADMIN			20,163.76	12,312.36	18,250.97	21,254.38	14,267.58	86,249.04	0.00	86,249.04
SALARIES & O/H IMPLME& OVERSIGHT			9,855.87	9,855.87	9,855.87	9,855.87	9,855.87	49,279.36	0.00	49,279.36
SERVICES & SUPPLIES			15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00	0.00	75,000.00
Subtotal			66,936.75	50,551.22	62,944.85	69,212.84	54,631.69	304,277.36	0.00	304,277.36
TO DISTRIBUTE TO INVESTMENT CATEGORIES			2,124,775.87	1,287,748.37	1,920,856.31	2,241,046.12	1,496,192.03	9,070,618.69	-	9,070,618.69
1. NEIGHBORHOOD - 729200/75232		30%	637,432.76	386,324.51	576,256.89	672,313.83	448,857.61	2,721,185.61	-	2,721,185.61
SLV SR9	Fixed \$		27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	138,888.89	0.00	138,888.89
HWY 17 Wildlife	Fixed \$		13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	69,444.44	0.00	69,444.44
			41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	208,333.33	0.00	208,333.33
City of Capitola	5.5425%		33,020.43	19,102.71	29,629.74	34,953.71	22,568.62	139,275.21	-	139,275.21
City of Santa Cruz	22.7605%		135,599.51	78,445.95	121,675.56	143,538.63	92,678.81	571,938.47	-	571,938.47
City of Scotts Valley	4.6529%		27,720.65	16,036.73	24,874.17	29,343.65	18,946.36	116,921.56	-	116,921.56
City of Watsonville	15.2981%		91,140.90	52,726.11	81,782.16	96,477.05	62,292.49	384,418.70	-	384,418.70
County of Santa Cruz	51.7459%		308,284.60	178,346.35	276,628.59	326,334.14	210,704.67	1,300,298.35	-	1,300,298.35
	100%		595,766.10	344,657.85	534,590.23	630,647.17	407,190.95	2,512,852.30	0.00	2,512,852.30
2. HWY Corridors - 729300/62888		25%	531,193.97	321,937.09	480,214.08	560,261.53	374,048.01	2,267,654.67	-	2,267,654.67
3. TRANSIT/PARATRANSIT - 729400/75231		20%	424,955.17	257,549.67	384,171.26	448,209.22	299,238.41	1,814,123.74	-	1,814,123.74
Santa Cruz Metro (SCMTD) 16%	80%		339,964.14	206,039.74	307,337.01	358,567.38	239,390.73	1,451,298.99	-	1,451,298.99
Community Bridges - 4%	20%		84,991.03	51,509.93	76,834.25	89,641.84	59,847.68	362,824.75	-	362,824.75
4. ACTIVE TRANSPORTATION - 729500/62856		17%	361,211.90	218,917.22	326,545.57	380,977.84	254,352.65	1,542,005.18	-	1,542,005.18
5. RAIL CORRIDOR - 729600/62857		8%	169,982.07	103,019.87	153,668.50	179,283.69	119,695.36	725,649.50	-	725,649.50
DISTRIBUTED TO INVESTMENT CATEGORIES		100%	2,124,775.87	1,287,748.37	1,920,856.31	2,241,046.12	1,496,192.04	9,070,618.71	-	9,070,618.71
TOTAL ADMIN & IMLEM AND INVESTMENT CATEGORIES			2,191,712.63	1,338,299.59	1,983,801.17	2,310,258.97	1,550,823.72	9,374,896.08	0.00	9,374,896.08

I:\FISCAL\Measure D\2Distribution To Investment Category\FY2020\FY2020 04 October 2019 Measure D Distribution.xlsx\Detail

AGENDA: December 5, 2019

TO: Regional Transportation Commission

FROM: Grace Blakeslee and Rachel Moriconi, Transportation Planners

RE: FY 2019-20 State Transit Assistance (STA) Funds for Community Bridges and Amended FY19/20 TDA Claim

RECOMMENDATION

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution ([Attachment 1](#)) approving the amended FY2019/20 claim from Community Bridges Lift Line ([Attachment 2](#)) that adds \$100,000 in State Transit Assistance (STA) funds and reflects updated Transportation Development Act (TDA) apportionment estimates.

BACKGROUND

The Regional Transportation Commission (RTC) is responsible for allocating Transportation Development Act-Local Transportation Funds (TDA-LTF, generated from a ¼-cent sales tax) and TDA-State Transit Assistance funds (STA, generated primarily from diesel sales taxes). TDA funds are allocated based on state statutes and RTC Rules and Regulations. In Spring 2019, the Elderly and Disabled Transportation Advisory Committee (E&D TAC) reviewed and the RTC approved the Lift Line FY19/20 claim for TDA funds.

STA includes population-based formula funds (PUC Section 99313) which are available for projects approved by the RTC, as well as Santa Cruz Metropolitan Transit District's (METRO) estimated revenue-based formula share (PUC Section 99314). Both the METRO and the RTC-formula allocations of STA funds pass through the RTC budget. Historically the RTC allocated 100% of the region's shares of STA to METRO, as the only public transit operator in Santa Cruz County. However with clarification by the State of eligible entities and with Senate Bill 1 (SB1) nearly doubling funding for the STA program, in December 2017, the RTC approved a policy to make some of the region's population-formula shares (PUC Section 99313) of STA and State of Good Repair (SGR) funds available for eligible community transportation projects and services, in addition to METRO projects and services.

DISCUSSION

At its September 5, 2019 meeting, the RTC took action indicating its intent to allocate \$100,000 per year of the RTC's population shares (PUC 99313) of FY19/20-FY21/22 State Transit Assistance (STA) funds to Community Bridges Lift Line and to allocate the balance of the RTC's FY19/20 to FY21/22 shares of State Transit Assistance (STA) (approximately \$2.4 million in FY19/20) and 100% of the region's

population shares (PUC 99313) of FY19/20-FY21/22 SB1-transit State of Good Repair funds (approximately \$370,000 in FY19/20) to Santa Cruz METRO, thereby holding in abeyance for three years the 2017 RTC policy that would have made 15-25% of the region's population shares of STA and SGR funds available for eligible community transportation projects and services.

In March of 2018, Lift Line began implementing a 3-year grant from the FTA Section 5310 grant program for specialized transportation of Same Day and Out of County Rides. The grant award was in the amount of \$475,200. In FY18/19, Lift Line spent \$240,479 of the Section 5310 funding for two full time drivers/vans plus supporting services for same day and out of county rides, leaving a total balance of only \$234,721 for FY 19/20 and 20/21. The remaining balance leaves enough funds to pay for one full time driver for the two remaining years of the grant or two drivers for one year.

By utilizing \$100,000 of STA funding in FY19-20 and \$100,000 in FY20/21, along with \$112,175 of FTA5310 Specialized Funding in FY 19-20 and \$122,546 in FY 20/21 FTA5310 funds, Lift Line will be able to continue the level of same day and out of county services they provided in FY 18/19 (two full time drivers/vans plus supporting services). The STA funding would fill a gap in funding that will become an unmet need if Lift Line either reduces to one driver over two years, or continues with two drivers this year, and does not have funding for next year. Community Bridges Lift Line has submitted a claim for the \$100,000 in FY19/20 STA funds and proposes to use these funds on same day and out of County rides.

Based on actual FY18/19 Transportation Development Act (TDA) revenues, the RTC also amended its budget to increase FY19/20 apportionments to TDA-recipients at its November 7, 2019 meeting. This includes approximately \$40,000 over the amount originally approved for Lift Line, for approximately \$780,000 total TDA in FY19/20. Lift Line plans to primarily use these funds for additional operations, with some funds going into its equipment reserve. The actual amount of TDA funds to Lift Line may be adjusted based on actual revenues generated and future RTC budget amendments.

Staff recommends that the Regional Transportation Commission approve the updated FY19/20 claim from Community Bridges for these new STA and TDA funds (Attachment 1). The E&D TAC reviewed the updated FY19/20 claim from Community Bridges at their November 5, 2019 meeting and recommends approval.

FISCAL IMPACT

The STA and TDA funds included in this staff report have already been approved by the RTC for Community Bridges and are included in the approved RTC budget; therefore, there is no fiscal impact to the RTC.

SUMMARY

Based on decisions made by the Regional Transportation Commission in September 2019 regarding programming State Transit Assistance (STA) funding generated by Senate Bill 1 (SB1) and updated Transportation Development Act (TDA) revenue estimates, an amended claim has been submitted by Community Bridges Lift Line for TDA and STA funds. Community Bridges Lift Line proposes to use \$100,000 in new FY19/20 STA funds for Same Day and Out of County Rides and to use increased TDA funds primarily for additional operations, with some going into the equipment reserve.

Attachments

1. Resolution approving the FY 19/20 Community Bridges TDA and STA Claim
2. Updated FY19/20 Community Bridges TDA/STA Claim

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION APPROVING THE AMENDED FISCAL YEAR 2019-20 ARTICLE 8
TRANSPORTATION DEVELOPMENT ACT (TDA) AND ARTICLE 4.5 STATE TRANSIT
ASSISTANCE (STA) CLAIM FOR COMMUNITY BRIDGES LIFT LINE**

WHEREAS, the Transportation Development Act (TDA) of 1971 provides that the applicant may file an Article 8 claim for monies from the Local Transportation Fund;

WHEREAS, TDA statute permits entities operating community transit services to be allocated State Transit Assistance (STA) funds as a subrecipient at the discretion of the transportation planning agency in accordance with Public Utilities Code (PUC) § 99275 and Article 4.5;

WHEREAS, the Regional Transportation Commission (RTC) has identified a process for TDA claims in its Rules and Regulations; and

WHEREAS, the RTC's amended Fiscal Year 2019/20 (FY19/20) Budget and Work Program increases Transportation Development Act (TDA) apportionments to be used by Community Bridges to provide specialized transportation, based on additional TDA revenues received in FY18/19 and updated FY19/20 revenue estimates;

WHEREAS, the RTC has indicated its intent to allocate \$100,000 per year of the RTC's population-based State Transit Assistance (STA) formula funds (PUC Section 99313) to Community Bridges through FY21/22;

WHEREAS, Community Bridges has submitted an amended claim for Transportation Development Act funds and State Transit Assistance Funds in accordance with TDA statutes and RTC Rules and Regulations; and,

WHEREAS, the Elderly & Disabled Transportation Advisory Committee, at its November 5, 2019 meeting, reviewed and recommended that the Regional Transportation Commission approve this amended claim;

WHEREAS, the City of Santa Cruz has agreed to serve as TDA claimant on behalf of Community Bridges;

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

1. The amended Transportation Development Act (TDA) and State Transit Assistance (STA) claim submitted fulfills the requirements as specified in the Transportation Development Act and the Rules and Regulation of the RTC, as follows:

- a. The claim includes a proposed budget for the 2019-20 fiscal year;
- b. The claim includes a statement of estimated revenues, operating costs and other expenditures, and patronage;
- c. The claim will fund specialized transportation services and respond to transportation needs not otherwise being met within the community;
- d. These specialized community transportation services shall be integrated with existing transit services, as applicable; and,
- e. The proposed expenditure of the funds is consistent with the most current *Santa Cruz County Regional Transportation Plan*.

2. The City of Santa Cruz has agreed to act as a claimant on behalf of Community Bridges for Article 8 claims for specialized transportation programs and the FY2019-20 claim is hereby approved in the amount of \$779,094 consisting of quarterly payments as follows:

July 15, 2019	\$258,993 (paid)
October 15, 2019	\$160,328 (paid)
January 15, 2020	\$179,887
<u>April 15, 2020</u>	<u>\$179,886</u>
	\$779,094

3. Community Bridges shall receive STA funds as a subrecipient of the RTC and the FY 2019-20 claim for \$100,000 in PUC Section 99313 State Transit Assistance (STA) funds is hereby approved consistent with the RTC's approved budget, with payments to be made quarterly.
3. The Executive Director is authorized to modify the payment amounts should the RTC amend the FY 2019-20 Transportation Development Act apportionments in the RTC's FY 2019-20 budget.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Ed Botorff, Chair

ATTEST:

Guy Preston, Secretary

Distribution: City of Santa Cruz, Community Bridges, RTC-Fiscal, Caltrans

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COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

519 Main Street
 Watsonville, CA 95076

P 831.688.8840
 F 831.688.8302

October 24, 2019

Mr. Guy Preston, Executive Director
 Santa Cruz County Regional Transportation Commission
 1523 Pacific Avenue
 Santa Cruz, CA 95060-3911

RE: Revised CTSA/City of Santa Cruz Claim for FY 2019/2020 TDA/STA Revenues

Dear Mr. Preston:

The City of Santa Cruz is acting as claimant for the 2019/2020 fiscal year Transportation Development Act funds allocated to the consolidated Transportation Services Agency (CTSA). Please accept this letter that Community Bridges' Lift Line attests to the accuracy of this revised claim and all its accompanying documentation, which contains a revised amount of TDA funding as well as the addition of \$100,000 in State Transit Assistance (STA) funding for this fiscal year 2019/2020.

The City of Santa Cruz will be asked to request a revised amount of \$777,414 in TOA funds for the CTSA, as well as the addition of \$100,000 in STA funding. The previous payment schedule shown in Exhibit D includes an initial and second TOA payment Community Bridges has received year to date. We anticipate revisions to the payment schedule based on new funding amounts.

The TOA funding will allow Community Bridges' Lift Line to continue to operate a variety of vital specialized transportation programs serving low-income seniors and disabled individuals who are unable to utilize traditional public transit, and will be utilized for both increased operations and equipment. TOA funds will be used for the Taxi Scrip programs operating in South and North County, non-emergency medical transportation, and transportation to Meals on Wheels Senior Dining Centers and Elderday Adult Day Health Center. The revised amount of TOA funding, an additional \$37,437 will be used primarily for additional operations, with some going into the equipment reserve. In addition, the additional STA funds will be used to help expand the 5310 Same Day and Out of County program through the whole FY20-21, helping connect seniors, veterans and medically complex children and individuals to needed medical services.

Enclosed are documents comprising our revised claim for TOA and STA funds:

1. Revised 2019/2020 TOA Claim Form, Written Report of Activities, and CHP Inspection Report
2. Revised 2019/2020 Operating & Capital Budget (Exhibit A, pages 1-2)
3. Revised CTSA Five Year Capital Improvement Plan (Exhibit 8)
4. Revised Operating Plan (Exhibit C-1, pages 1-2 & C-2, page 1)
5. Revised Schedule of Payments Requested (Exhibit D)
6. Revised Statement of Role and Responsibility (Exhibit E)
7. Revised CTSA Reporting Period & Performance Measures (Exhibit F)

On behalf of Lift Line clients and Community Bridges, I thank the Commission and staff for your continued support of these programs.

r?--z..c
 imon Cancino, CEO

Cc: K. Ance, Lift Line Program Director
D. Underhill, CFO
S. McGibben, CAO
R. Iskandarova, GA

Transportation Development Act (TDA) - Local Transportation Funds STA CLAIM FORM

Submit a separate form for each project.

This form has been developed in an effort to standardize information required from TDA recipients, based on TDA Statute, RTC Rules and Regulations, and/or RTC board requests. If you have any questions about this claim form or would like an electronic copy of the form, please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: Lift Line/ CTSA Specialized Paratransit Service for Santa Cruz County
2. Implementing Agency: Community Bridges
3. Sponsoring Agency (if different)- must be a TDA Eligible Claimant:
The City of Santa Cruz acts as the eligible TDA claimant for Lift Line.
Lift Line receives the TDA funds through a contract with the City of Santa Cruz.
4. Funding requested this claim: TDA \$777,414
 STA (transit only) \$100,000
5. Fiscal Year (FY) for which funds are claimed: FY 19/20
6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:
 ☒ Article 8 Bicycle and/or Pedestrian Facility Article 8 Specialized Transportation
 ☒ Article 4 Public Transportation Article 3 & 8 ☒ TDA Admin or Planning
7. Contact Person/Project Manager
Name: Kirk Ance
Telephone Number: 831-688-8840 ext. 238 E-mail: kirka@cbridges.org

Secondary Contact (in event primary not available): Raymon Cancino
Telephone Number: 831-688-8840 ext. 201 E-mail: raymonc@cbridges.org
8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks. *Please see Exhibit C-1 and C-2 attached.*
9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):
The TDA and STA funding for CTSA is to coordinate and provide social service transportation services with existing fixed-route service of public and private transportation providers for low-income elderly and disabled Santa Cruz County residents according to the requirements of the Social Services Transportation Improvement Act.
10. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)

Community Bridges has been the designated Consolidated Transportation Services Agency (CTSA) since 1982. CTSA's are authorized under California Government Code Sections 15975 and 15950-15952, which were enacted pursuant to the Social Service Transportation Improvement Act. The purpose of the CTSA is to improve transportation required by social service recipients by promoting the consolidation and coordinating of social service transportation. As the Consolidated Transportation Service Agency, Lift Line coordinates transportation services with other transportation providers and human service agencies in order to provide the most efficient transportation possible. These agencies include Human Services Department of the County of Santa Cruz, County Office of Education, Veterans Service Offices in Santa Cruz and Palo Alto, and other hospitals and medical facilities.

Lift Line also works closely with several other non-profit organizations and other counties to continue to identify unmet needs and define effective responses to meet those needs. The ultimate goal of these efforts is to mobilize disabled, low-income and senior residents of Santa Cruz County. Lift Line also maintains a vital lifeline for eligible participants to access healthcare providers throughout the region, including destinations in Monterey County and the San Francisco Bay Area. This is consistent with the Association of Monterey Bay Area Governments (AMBAG) Coordinated Public Transit Plan.

The benefits to having CTSA coordination is to improve and identify the need for specialized transportation equipment, if the equipment is funded through Caltrans 5310 and isn't reaching its proposed requirements, as the CTSA, the equipment can be coordinated for use through other identified paratransit services.

Pursuant to the CTSA designation for Santa Cruz County, Community Bridges operates the Lift Line transportation program, which works in identifying unmet transportation needs, coordinates and provides social service transportation services to low-income seniors, disabled residents, underserved populations and other persons in Santa Cruz County. Lift Line directly addresses the issues identified through the unmet needs process by providing rides to medical appointments (including dialysis), alternative care, mental health, drug rehabilitation centers, dental appointments, pharmacies, and various therapy appointments.

11. Project Productivity Goals for this fiscal year:

- a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):

The majority of our scheduling is automated with Mobile Data Computers and Automatic Vehicle Locators (AVL) that integrate with Trapeze, making changes if needed and track rides as they occur. As rides are completed, the MDTs tag completed rides with real pickup and drop-off times and highlights these times in blue, making it easier for our dispatchers to monitor all rides. Likewise, uncompleted or unassigned rides (such as will-call returns) are highlighted in red to inform the dispatcher of the priority of pending trips. The addition of the AVLs in the fleet allows Lift Line to monitor and track vehicles at any moment. These systems allow Lift Line to provide accurate monthly encounter data to satisfy data requirements.

We will continue to provide our quarterly TOA/STA reports, with the RTC reporting requirements, which are generated directly from the actual rides performed and documented through these systems. Lift Line's dispatch and scheduling system still has some manual components, to be used in the case of a power loss or technical difficulties. Since we cannot determine in advance when a power or technical problem should arise, we give all drivers a paper manifest to work from daily so as to not lose any information. Daily, drivers fill out paperwork to let us know if they have any incidents, accidents or mechanical failures. In order to track turn downs and referrals, schedulers and dispatchers keep a dispatch log. Also any turn down is offered an option of being placed on a waiting list in case there becomes an opening with a driver's schedule.

Performance Measures to be included in Quarterly Reports

The quarterly reports are to include the following:

1.	Unduplicated passengers per month
2.	Total passenger trips (units of service) per month
3.	Incidents per month
4.	Accidents per month
5.	Mechanical failures* (including lift failure) per month
6.	No-shows per month
7.	Tumdowns or referrals per month
8.	Cancels per month
9.	Donations per month
10.	Total operating cost per passenger
11.	Total operating cost per vehicle service hour
12.	Total passengers per vehicle service hour
13.	Total passengers per vehicle service mile
14.	Van mileage per program

*Mechanical failure means any problem which results in a delay of one hour or longer, or cancellation of service.

- b. Number of people to be served/anticipated number of users of project/program (ex. number of new or maintained bike miles; number of people served/rides provided):

Lift Line is projecting to provide service to nearly 745 Santa Cruz County residents who will use specialized wheel-chair accessible vans. We are projecting to provide and coordinate 62,000 rides in the 19/20 fiscal year. *Please see Exhibit C-1 and C-2 Operating Plan for details.*

Lift Line will continue to provide responsive, non-emergency health and medical paratransit services for low-income seniors and disabled residents of Santa Cruz County. Trips are provided to health and medical destinations such as hospitals, medical centers and clinics, doctors' offices, dental offices, pharmacies, dialysis centers, human services, and various mental health and physical therapy appointments. In partnership with Central Coast Alliance for Health, rides to medical destinations will be provided for qualified members. Lift Line continues to work with Satellite Dialysis in Santa Cruz County to provide flexible services for its clients who are unable to use transit or METRO ParaCruz services.

12. Consistency and relationship with the Regional Transportation Plan (RTP) - Is program/project listed in the RTP and/or consistent with a specific RTP Goal/Policy?

The Lift Line programs are consistent with 2014 RTP goals I and 3 and advance:

- Target #3c of the 2014 RTP: Reduce travel times and increase travel options for people who are transportation disadvantaged due to income, age, race, disability or limited English proficiency by increasing the percentage that are within a 30-minute walk, bike or transit trip to key destinations (Lift Line included as transit in this instance) and Target #3d: Ensure transportation services (and impacts) are equitably distributed to all segments of the population.

The Lift Line program also support the following RTP policies:

- Improve multimodal access to and within key destinations.
- Ensure network connectivity by closing gaps in the bicycle, pedestrian and transit networks.
- Support projects that provide access to emergency services.
- Improve coordination between agencies in a manner improves efficiencies, and reduces duplication.
- Demonstrate that planned investments will reduce disparities in safety and access for transportation disadvantaged populations.

13. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):

Lift Line is a complementary service to the ADA-mandated METRO ParaCruz service. In addition, Lift Line provides a flexible specialized transportation service for ongoing identified unmet immediate service needs. Due to the diverse nature of our services, Lift Line is able to group riders in various service categories, which ultimately reduces the number of vehicles needed to perform rides and in turn cuts down on traffic and emissions. Lift Line continues to optimize our service by scheduling rides in the most efficient manner and ultimately reducing the duplication of rides by grouping ride types for long distance, cross county rides.

Furthermore, Lift Line provides residents with specialized transportation needs who do not qualify for ParaCruz rides because they live outside the service area (more than $\frac{3}{4}$ mile from fixed transit route), don't have family or friends to assist them, and/or they may need same day service. For people who are low income or who face health/physical challenges, these services are crucial.

Lift Line was also awarded Section 5310 grant for operating funds in 2018-2021 to support same day and out of county medical transportation service, as identified in the AMBAG unmet needs plan. This new service was implemented in 2013 and we have been awarded 5310 funds to continue the project through February 2021. Most likely these funds will be used up during the 2020 calendar year because we were funded at 80% of our request. STA funding will allow us to continue same day and out of county service at the current levels without any reductions in FY2021 or a potential gap in service. By moving some of the 5310 funding forward and using STA funds matched with 5310 funding we will lengthen the same day and out of county program and provide an additional 1,700 rides FY2020. This transition also allows for seamless transportation and, depending on future STA funding opportunities, will ensure this vital program continues beyond 5310 funding cycles

14. Estimated Project Cost/Budget, including other funding sources, and Schedule: *(attach project budget). Specialized Transportation Claims require 10% local match. Local match can take the form of fares, donations, agency charges, grants, revenue sharing and other non-restricted sources. In kind services many NOT apply toward the local match.*

What is the total project cost? Total CTSA Transportation Budget = \$3,060,734 (of which \$777,414 are TDA funds and \$100,000 STA funds) Is project fully funded? YES

What will TOA (and STA) funds be used on (ex. administration, brochures, engineering, construction)? These funds will be used for administration, all cost related to provision of paratransit rides.

This is clearly identified in our Operating Plan Exhibit C-2. *Please see TDA Operating Plan, Exhibit C-2.*

15. Preferred Method and Schedule for TDA fund distribution *(see RTC Rules and Regulations for details):* CTSA: Quarterly disbursement, with up to 35% in first quarter, and the remaining quarterly payments being one-third of the remaining claim amount; OR Quarterly disbursement.

16. TOA Eligibility:	YES?/NO?
A. Has the project/program been approved by the claimant's governing body? Form of approval <u>Community Bridges Board Resolution</u> . (eg resolution, work program, budget, other document) If "NO," provide the approximate date approval is anticipated. _____	YES
B. Has this project previously received TOA funding?	YES
C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	NIA
D. Bike, Ped, and Specialized Transportation Claims: Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If "NO," project will be reviewed prior to RTC approval). <u>April 9, 2019 E&D TAC meeting</u>	NO
E. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	NIA

SCMTD, CTSA, Bike to Work, CTSC 011v - PLEASE KEEP ANSWERS BRIEF

17. Improving Program Efficiency/Productivity

- Describe any areas where special efforts have been made in the **last fiscal year** to reduce operating cost and/or increase ridership/program usage. Note any important trends.

Lift Line routes are continually assessed and re-structured to increase productivity, we group rides when possible so that vehicles and stafftime are serving at capacity. This keeps the cost of operating down and helps keep the cost per service unit as low as possible. Failing to re-structure and maximized productivity would lead to increased cost per service unit. In the case of taxi subcontractors, we have paid special attention to maximizing the benefit of working with these outside partners only when we have reached our internal existing capacity and there is a cost benefit to calling in a taxi ride. We continue to work with physicians and participants to improve efficiency through group rides. Our experienced drivers, schedulers, and dispatch staff, with the use of computerized scheduling equipment, continue to serve as valuable assets toward achieving these goals.

Community Bridges Lift Line continues to work with the SMART Union to address ways to lower the economic issues impacting the operations of the budget. We also continue to work on reducing our worker's compensation costs and exposures in order to reduce our premiums. Lift Line also maintained optimum fleet size for the services provided, and we continually seek to update our vehicles and equipment through grants.

The County Health Services Department's programs, such as In Home Health Services, as well as local medical facilities and the Senior Network Services, are assisting their clients to help fill out the TOA Medical Transportation Application and fax them with the required supporting documents to our office on a regular basis. We also work with the Central Coast Alliance to coordinate Medi-Cal eligible participants with medical rides.

Lift Line has participated in several outreach forums in the community that are addressing the transportation needs of the local senior and disabled population, including veterans, as well as conducted presentations to local service organizations and senior living facilities. Lift Line participates annually in local business and health fairs to increase community awareness about local transportation service.

Lift Line continues these outreach efforts which was made possible with Measure D funds. We continue to build our outreach program and get information out about our service and help enroll new clients into our program. In the last year Lift Line has enrolled 56 new clients to our ridership program. This is an 8% total increase to qualifying ridership.

- Goals for next fiscal year (ex. identify opportunities to maximize economies of scale, planned productivity improvements). Describe any areas where special efforts will be made to improve efficiency and increase program usage/ridership:

Lift Line will continue to assess the cost and demand for our services on a regular basis, and structure our routes and staffing accordingly. Lift Line staff will continue to participate in outreach efforts to identify emerging needs in the community, and we will coordinate with service providers to meet the transportation needs of low income elderly and disabled residents, including our area veterans. Our outreach program will continue working to build our client base and educate clients about all of our services.

Our driver trainer will work to get drivers trained and Commercial Class C certified in a quick and efficient manner. The driver trainer can work as a backup driver when needed, which will help fill in the gaps as well as help put drivers on the road sooner. This will increase productivity.

The driver trainer is working on a new training module. Part of this plan is to increase efficiencies and identify areas for improvement. The plan will also educate drivers more on our clients' needs and awareness of how to better serve our clients.

Lift Line as a program of Community Bridges is participating in a 10 program agency wide data migration program that will allow the agency as a whole to identify all program services that an applicant will qualify for. For example, if a client is applying for Elderday or Meals on Wheels services we will be able to identify if that applicant also qualifies for Lift Line services. As a result, if qualify they will be referred to Lift Line.

18. What is different from last year's program/claim?

Community Bridges/Lift Line is requesting TOA and STA funds to assist with the same types of rides as last year.

We are requesting funding for: Medical TOA Rides, Meals on Wheels, Elderday, and the Taxi Scrip programs. Due to the RTC's B&A meeting being moved to March 21, RTC has suggested we prepare our TOA Claims using last year's funding amounts. Lift Line is allocating the same funding amounts to the same four programs as it did FY 18/19.

Using STA funds to match with 5310 funding to prolong the duration of same day and out of county transportation program and add an additional 1,700 rides.

19. Schedule of regular progress reports including an evaluation at the end of the year:

CTSA: Specialized Transportation: Quarterly to E&D TAC, RTC: Nov 2019, Jan 2020, Apr 2020, Jul 2020 and year end report 19/20

CTSA and Volunteer Center (Article 8) 011/v

20. Are these transportation services responding to transportation needs not otherwise being met within the community or jurisdiction of the claimant? Describe.

Yes. We provide transportation that is otherwise not available to our target population.

Lift Line paratransit services are offered to low income seniors and people with disabilities that cannot drive or are not able or eligible to use METRO ParaCruz services (do not have the financial resources, have origins/destinations outside the service area, or need same-day service.)

Our out of county Medical ride service is used by residents who have no other resources, particularly due to financial restraints, to get to critical care treatment. The veterans we are currently providing paratransit services for are funded through the FTA Section 5310 Grants Program. This grant has been awarded through February 2021, and we were very proud to be able to maintain this service for as long as possible, as demand for service for

this specific population has continued to grow. Even though the 5317 funds for this service came to an end, Lift Line/CTSA continues to seek other funding sources to support this service, which was an unmet need in the coordinated plan. STA funding will allow us to match 5310 funds and prolong this program and provide additional transportation for the same day and out of county program.

21. Where appropriate, are these specialized transportation services coordinated with other transportation services? Describe.

Lift Line, as the CTSA, acts as the safety net transportation service for low-income seniors and disabled individuals unable to secure mobility through other programs. We coordinate and refer people regularly to other services more suited to their specialized transportation requirements, such as: METRO bus or METRO ParaCruz; local taxi services through the taxi scrip program; the Volunteer Center; Veterans Services and our in house "Out of County" Medical ride service.

We work with Watsonville, Capitola, and Santa Cruz Satellite Dialysis to provide flexible service for the clients. We help identify an individual's specific need for specialized transportation service and coordinate not only services in our County, but also for rides to neighboring counties of San Benito, Monterey and Santa Clara. In addition, Lift Line assists those who call from other parts of California, as well as from out of the state, looking for other public and specialized transportation.

Lift Line's staff will continue to participate with local and statewide transportation groups to develop coordinated processes and keep current on transportation systems for seniors and disabled residents.

22. Provide performance information, as pertinent, such as: verification of the operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee for last fiscal year (definitions available in Section 99247 of TDA Guidelines). (99246) (99246d, per 2010 Performance Audit)

All TOA reports, quarterly and annual are sent directly to the RTPA within the scheduled time schedules. These reports are included in the above listed performance measures.

23. Discuss the needs and types of the passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2. (99246d, per 2010 Performance Audit)

There are times during the day when it is more cost effective or necessary to use taxi to provide some of the TOA Medical rides, especially when they are short rides and more on an individual need basis, while Lift Line buses provided more of the grouped rides. Lift Line has two on-call drivers to assist with paratransit services as needed.

24. SCMTD, CTSC, Volunteer Center & RTC 011/v List the recommendations provided in the last TOA Triennial Performance Audit and your progress toward meeting them.

- Describe the work your agency has undertaken to implement each performance audit recommendation and the steps it will take to fully implement the recommendation.
- For any recommendations that have not been implemented, explain why the recommendation has not been implemented and describe the work your agency will undertake to implement each performance audit recommendation.
- Describe any problems encountered in implementing individual recommendations.

TDA Triennial Performance Audit Recommendations:

The last TOA Triennial Performance Audit covers FYs 2013-2016.

There was one recommendation noted which states the following,

"Community Bridges Lift Line should continue to pursue funding for a driver trainer/supervisor position.

The driver trainer/supervisor position is key to maintaining a solid core of drivers qualified to operate the vehicles and provide customer service."

Lift Line has met the last performance audit recommendation by hiring a full time driver trainer. This position was filled and started at the beginning of the FY 17/ 18

Documentation to Include with Your Claim:

All Claims

[g] **A letter of transmittal** addressed to the SCCRTC Executive Director that attests to the accuracy of the claim and all its accompanying documentation.

[g] **Statement from the TDA Eligible Claimant** indicating its role and responsibilities.

Article 8 Bicycle/Pedestrian Claims

D Evidence of environmental review for capital projects

All Transit and Specialized Transportation Claims (SCMTD, CTSA, and Volunteer Center)

ig] **A copy of the operating and capital budgets for the coming fiscal year**

D **Description of capital projects**, including time frame over which project will be funded and implemented

[g] **Operating Plan** for current and upcoming activities - can be within project description

Article 4 Transit Claims

ig] **A certification from the California Highway Patrol** (completed within the last 13 months) indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code. **D Other Certifications** [8]

Written report of current and upcoming activities. (*per RTC Rules and Regulations*)

Local Agency Certification:

This TOA Claim has been prepared in accordance with the SCCRTC's Budget, SCCRTC's Rules and Regulations, and Caltrans TOA Guidebook (<http://www.dot.ca.gov/hq/MassTrans/State-TDA.html>). I certify that the information provided in this form is accurate and correct. I understand that if the required information has not been provided this form may be returned and the funding allocation may be delayed.

Signature Il... C:.... Title: Chief Executive Officer Date: October 24, 2019

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Lift Line 2018-19 TOA Claim Form Article 4 Written Report of Current and Upcoming Activities

Community Bridges Lift Line is designated as the Consolidated Transportation Services Agency (CTSA) of Santa Cruz County. Community Bridges has operated transportation under this designation since 1982.

Lift Line provides and coordinates the most accessible, reliable and safe transportation possible. We provided more than 62,000 rides in the past fiscal year to frail, elderly, and disabled county residents at no cost to the passengers. Lift Line now operates daily from 8:00 a.m. until 4:00 p.m. Hours of operation are extended in the case of emergencies, special occasion, and special requests. Lift Line also coordinates and schedules taxi rides provided outside of business hours.

With a current fleet of 16 vehicles, Lift Line provides a variety of services to assist seniors and people with disabilities in getting to where they need to go.

Current Services Offered Include:

Medi-Cal: In partnership with the Central Coast Alliance for Health, rides to medical destinations are fully covered for qualified members who have been determined to need above ADA METRO Para Cruz services.

TOA Medical Transportation: Transportation Development Act funds are used to provide medical rides (two round-trips per week) to persons qualified as low-income disabled or elderly.

Senior Dining Centers: Lift Line provides transportation to four senior dining centers throughout the County five days per week.

Taxi Scrip: Taxi Scrip is available for persons who are disabled and/or age 60 and over. Depending on income \$30 of Scrip can be purchased for \$16 or \$30 worth of Scrip for \$8 (limited amounts of Scrip available). Due to Taxi Scrip rides being down FY 19/20 Lift Line is going to temporarily lift the limit in attempts to gauge accrual demands. We have had requests from some clients wanting more than the allowed limit. The current maximum amount is \$180 worth of scrip per quarter. The cost of that Scrip would either be \$96 or \$48 depending on income.

Elderday Adult Day Health Care Transportation: Transportation is provided to the Elderday program that provides outpatient day health care to seniors and community residents who need constant care, and/or are diagnosed with dementia or Alzheimer's type of dementia.

Outside Contracts: Lift Line is available for community events for groups needing specialized transportation accessible for the elderly and disabled.

Non-Emergency Medical Transportation: Available within Santa Cruz County for private pay.

Lift Line was able to secure FTA Section 5310 funding to continue the following services through February 2021. Lift Line will continue to provide these services and with STA funding we will be able to provide the same level of service and will not have to reduce services through the originally planned driver layoff in January 2020, and will ensure continuation through FY2021.

Out of County Medical rides: Lift Line provides door-to-door specialized transportation to low income residents who have no other way to get to medical facilities for appointments that are in Santa Clara, San Mateo, and San Francisco Counties.

Veterans' Transportation: Lift Line coordinates and provides transportation for local veterans to out of county VA outpatient medical facilities in Monterey and Palo Alto.

Veterans' Shuttle Watsonville: Lift Line coordinates and provides transportation for local veteran's form CVS located at 490 Rodriquez Street Watsonville on Wednesdays at 9:15am to Veterans Memorial Building located at 846 Front St. Santa Cruz. The return to CVS is at 2:00pm.

Same Day Medical Transportation: First come, first serve same day rides for eligible riders to medical appointments including dentist, prescription drugs, and other medical related needs.

Downtown Seniors Center: At the beginning of FY18/19 Lift Line expanded its service to provide transportation to the Loudon Nelson Community Center for seniors to take classes and participate in activities. Transportation is provided during activity times Monday through Saturday.

Upcoming Activities & Challenges

Lift Line is taking early steps to do its part in reducing greenhouse gasses as part of a larger overall move of the State and SCCRTC. We have applied and received CARB Funding with leverage from Measure D funding, we were successfully awarded two 16-passenger fully electric paratransit buses and two charging stations capable of charging four electric vehicles at once. The charging station have been installed at our 240 Ford St. Watsonville location are now open to the public as well during the hours of M-F 8:30am to 4:00pm. The two electric buses are operating in the fleet and are still being tested for full integration. WE are moving the following stations to our new fleet facility on Ohlone Parkway in Watsonville.

Life Line has also been approved through the SCCRTC for LCTOP funds that will help us to expand our emissions reduction mission even further starting in 2019. The funding will be used to purchase a small 9 passenger paratransit bus and two level-3 charging station. One will be located at our fleet facility in Watsonville and the other in Felton at the Mountain Community Resources Center located at 6134 Highway 9 Felton. These stations will allow quick charging 80% in 20 minutes. They will also be open to other transit operations such as Metro and MST. We hope to help build a clean energy grid that helps accelerate the transition to ZEV (Zero Emission Vehicle) for all operations.

Lift Line has purchased a two-acre property with a 9,000 sf. building as our new operations facility. It was identified on the SCCRTC unmet needs list and Measure D 5-Year Plan. This had been the greatest existential threat to operations and we are ecstatic to report acquisition and development. Currently, we are preparing and doing renovations to the property to have the fleet, maintenance, and drivers operating from the new location, located at 545 Ohlone Parkway in Watsonville on October 30, 2019. The six office staff plan on moving to the new facility in the first few months of 2021 after drainage and paving are completed to maximize and improve the site.

Lift Line has been having challenges with Santa Cruz Yellow Cab, whom Lift Line use as subcontractors to perform overflow/backup transportation as well as provider transportation for the Taxi Script program. They have become unreliable, therefore we are actively looking for alternatives for overflow/backup transportation. They seem to be doing ok with the taxi script, but we are also looking into the viability of their partnership due to concerns with their management.

TDA/STA 2019-20 BUDGET

ACCOUNT TITLE	TOA 2019-20 BUDGET	STA 2019-20 BUDGET	Non-TOA 2019-20 BUDGET	CTSA 2019-20 BUDGET	TOA 2018-19 BUDGET	Non-TOA 2018-19 BUDGET	CTSA 2018-19 BUDGET
PERSONNEL:							
Salaries & Wages	340,097	64,015	600,274	1,004,386	289,292	616,622	905,914
Fringe Benefits:							
Unemployment	2,571	480	4,482	7,533	1,691	4,069	5,760
Workers Comp	10,886	3,218	28,706	42,810	9,076	29,576	38,652
Health Insurance	48,412	12,602	87,585	148,600	38,551	89,887	128,438
FICA	21,120	4,897	49,674	75,691	21,753	46,570	68,322
401K Plan	1,104	256	2,985	4,345	1,138	1,825	2,963
TOTAL PERSONNEL COSTS:	424,191	85,468	773,705	1,283,364	361,500	788,549	1,150,049
SERVICES & SUPPLIES:							
OPERATING:							
Vehicle Operations-Fuel	43,245		62,474	105,719	44,074	58,298	102,372
Vehicle Licenses	3,482		6,144	9,626	2,413	6,663	9,076
Vehicle Repair & Maintenance	12,086		18,559	30,645	12,671	17,315	29,986
Vehicle Insurance	30,224		33,974	64,196	31,783	20,209	51,992
Communications-Radio	17,752		23,027	40,779	17,543	22,359	39,901
TOTAL VEH. OPERATING COSTS:	106,790		144,177	250,967	108,484	124,843	233,327
OTHER OPERATING & ADMINISTRATION COSTS:							
Professional Services	2,524		105,102	107,626	2,450	108,179	110,629
Janitorial Services/Supplies	906		1,598	2,504	1,614	836	2,450
Legal services/Audit	0		21,129	21,129	0	13,091	13,091
Publicity/Media	0		9,103	9,103	150	9,331	9,481
Special Events	0		700	700	0	566	566
Staff travel	808		0	808	0	791	791
Minor Equipment	1,230		2,171	3,401	1,526	2,469	3,995
Equip Maintenance/Repair	3,467		1,971	5,438	3,970	1,351	5,321
Office Supplies	1,313		2,315	3,628	1,988	1,466	3,454
Program Supplies	2,059		3,557	5,616	2,173	1,550	3,723
Vehicle Maintenance Supplies	39		70	109	69	39	108
Computer Supplies/Related	571		1,007	1,578	1,008	536	1,544
Postage	265		468	733	486	1,274	1,760
Space Rental	6,512		11,488	18,000	29,203	14,915	44,118
Utilities	4,629		8,167	12,796	12,342	6,447	18,789
Space Maintenance	905		1,598	2,503	1,543	907	2,450
Telephone	1,553		2,741	4,294	2,768	1,434	4,202
Misc Fees	1,990		3,510	5,500	23	19,894	19,917
Staff Training	2,000		0	2,000	1,336	1,162	2,498
Insurance-General Liability & Fidelity	3,130		5,521	8,651	3,824	2,633	6,457
Memberships/Subscriptions	690		0	690	404	226	630
Printing & Copying	115		209	324	665	2,682	3,347
Advertising (Recruitment)	65		114	179	145	30	175
Interest Income	0		121,250	121,250			
Subsidized Taxi - Elderday Rides	0		251	251	0	246	246
Subsidized Taxi - MOW Rides	0		5,569	5,569	0	5,449	5,449
Subsidized Taxi - LL Rides	27,636		0	27,636	26,571	470	27,041
Subsidized Taxi - Scrip	28,447		0	28,447	27,835	0	27,835
Nonsubsidized Taxi-Measure D Svcs	0		4,866	4,866	0	6,718	6,718
Trxfer to/from Equip Reserve	49,854		0	49,854	0	0	0
Additional Equipment Reserve	0		20,961	20,961			
300 Facility Reserve	0		182,306	182,306	0	0	0
Major Equipment- 5310	0		402,927	402,927	0	0	0
Major Equipment- Non-5310	0		0	0	0	0	0
Major Equipment CARB	0		0	0	0	254,914	254,914
Major Equipment LCTOP	0		0	0		17,005	17,005
300 Property Fixed Asset	0		192,534	192,534		500,000	500,000
Leasehold Improvements	0		0	0	0	0	0
Depreciation Equipment	0		3,840	3,840	0	3,840	3,840
Agency Overhead	105,725	14,531	148,396	268,652	102,997	104,358	207,355
TOTAL ADMINISTRATION COSTS:	246,433	14,531	1,265,438	1,526,403	225,001	1,084,809	1,309,899
TOTAL EXPENDITURES	777,414	100,000	2,183,320	3,060,734	695,014	1,998,201	2,693,275
TOTAL REVENUES	777,414	100,000	2,183,320	3,060,734	695,074	1,998,201	2,693,275
NET GAIN (LOSS)	(0)	0	0	0	(0)	0	0

COMMUNITY BRIDGES - LIFT LINE/ CTSA
TOA/STA 2019-20 BUDGET

EXHIBIT A, Page 2 of 3

ACCOUNT TITLE	TOA/STA 2019-20 BUDGET		Non-TOA 2019-20 BUDGET	CTSA 2019-20 BUDGET	TOA 2018-19 BUDGET	Non-TOA 2018-19 BUDGET	CTSA 2018-19 BUDGET
REVENUE:							
TOA	777,414		0	777,414	695,074	0	695,074
STA		100,000	0	100,000	0	0	0
City of Capitola			30,600	30,600		30,600	30,600
City of Scotts Valley			3,316	3,316		3,245	3,245
City of Watsonville			3,500	3,500		2,500	2,500
County of Santa Cruz			15,000	15,000		15,000	15,000
County of SC-Measure D Sales Tax			833,490	833,490		933,068	933,068
Transfer From Measure D Reserve			0	0		142,102	142,102
Area Agency on Aging-Tide 11B			38,124	38,124		39,267	39,267
FTA Section 5310-Tradlional			402,927	402,927		0	0
FTA Section 5310-Expanded			112,175	112,175		199,083	199,083
Monterey Peninsula Foundation			40,000	40,000		40,000	40,000
Calif Air Resources Board (CARS)			10,114	10,114		219,521	219,521
LCTOP			275,309	275,309		17,296	17,296
Medi-Cal (Central Coast Alliance for Health)			0	0		1,422	1,422
Additional TDA Vehicle Reserve			20,961	20,961		0	0
Outside Contracts-Other			24,604	24,604		12,000	12,000
Scrip - Client Payments			8,426	8,426		8,245	8,245
MOW Intra-Program Charges			42,500	42,500		42,500	42,500
Elderday Intra-Program Charges			299,508	299,508		277,140	277,140
Donations			1,500	1,500		2,546	2,546
Program Income-Other			2,600	2,600		0	0
Vehicle Maintenance Intra-Program Charges			12,666	12,666		12,666	12,666
Vehicle Sales			6,000	6,000		0	0
TOTAL REVENUES	777,414	100,000	2,183,320	3,060,734	695,074	1,998,201	2,693,275

COMMUNITY BRIDGES - LIFT LINE/ CTSA
TOA/STA 2019-20 BUDGET

EXHIBIT A, Page 3 of 3

OPERATING FUND SOURCES	CTSA FINAL FY 17-18	CTSA BUDGET FY 18-19	CTSA BUDGET FY 19-20
TDA	664,920	695,074	777,414
STA	0	0	100,000
City of Capitola	47,934	30,600	30,600
City of Scotts Valley	3,144	3,245	3,316
City of Watsonville	2,500	2,500	3,500
County of Santa Cruz	15,000	15,000	15,000
Additional TDA Vehicle Reserve	0	0	20,961
County of SC-Measure D Sales Tax	348,725	933,068	833,490
Transfer From Measure D Reserve	0	142,102	0
CARB	0	219,521	10,114
LCTOP		17,296	275,309
Area Agency on Aging-TIUe 11B	38,448	39,267	38,124
FTA Section 5310-Expanded	92,512	199,083	112,175
Monterey Peninsula Foundation	40,000	40,000	40,000
Community Fdn of SC	6,667	0	0
Medi-Cal (Central Coast Alliance for Health)	50,978	1,422	0
Outside Contracts-Other	32,374	12,000	24,604
Scrip - Client Payments	8,771	8,245	8,426
Scrip - Health Project Center	2,124	0	0
MOW Intra-Program Charges	42,500	42,500	42,500
Elderday Intra-Program Charges	307,572	277,140	299,508
Donations	17,122	2,546	1,500
Vehicle Maintenance Intra-Program Charges	9,893	12,666	12,666
Vehicle Sales	3,000	0	6,000
Misc Income	2,158	0	2,600
SUBTOTAL REVENUES	1,736,341	2,693,275	2,657,807
SECTION 5310- PASS THRU		0	402,927
TOTAL REVENUES	1,736,341	2,693,275	3,060,734

EXHIBIT B

CTSA FIVE YEAR CAPITAL IMPROVEMENT PLAN 19/20 FISCAL YEARS: 18/19 THROUGH 22/23

CAPITAL REVENUE					
	Projected 2018-2019	Projected 2019-2020	Projected 2020-2021	Projected 2021-2022	Projected 2022-2023
Fund Balance	\$28,383	\$431,310	\$40,806	\$40,867	\$40,929
FTA Section 5310	\$402,926	\$0	\$197,554	\$0	\$0
Addition to Fund	\$0	\$70,805	\$0	\$0	\$0
Fund Interest	\$1	\$1	\$61	\$61	\$61
Total	\$431,310	\$502,116	\$238,421	\$40,929	\$40,990
CAPITAL EXPENDITURES					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Equipment Purchase	\$0	\$461,310	\$197,554	\$0	\$0
Major Maintenance	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$461,310	\$197,554	\$0	\$0
Year-End Balance	\$431,310	\$40,806	\$40,867	\$40,929	\$40,990

Notes:

- 1 As capital grants are indefinite, and as capital equipment arrival dates vary, projected figures may require adjustment.
- 2 In 18/19 Lift Line received 10 MOT's, 4 2-Way Radios and 8 Computer Workstations.
- 3 In 19/20 we received 4 buses and expect the 5th bus later in the FY.
Lift Line will also purchase a vehicle lift with two rolling bridge jacks, the estimated cost is \$30,000
- 4 Equip Purchase in 20/21 is for 3 Minivans and a net work computer server.
\$40,806 of TOA funds are being put into reserve 19/20 to be used towards matching funds.

EXHIBIT C-1 Lift Line/ CTSA FY19/20 OPERATING PLAN

The Lift Line program provides demand-responsive, specialized non-emergency health and medical transportation for low-income seniors and disabled residents of Santa Cruz County. Riders are not charged a fare for the service. Service is generally provided from 8:00 AM to 4:00 PM, seven days a week (with the exception of published holidays), while Lift Line also coordinates additional services on behalf of its clients outside these hours.

Service is focused on individuals that live outside the METRO ParaCruz service area, those who are unable to afford the METRO ParaCruz fare, those that do not meet the ADA complementary paratransit eligibility requirements, those needing same day service, and those that need a higher level of service than can be provided by METRO ParaCruz. Lift Line operates a fleet of 19 wheelchair accessible vans. Transportation is provided to destinations such as doctors' offices, pharmacies, Elderday Adult Day Health Care, Senior Dining Centers, out of county medical destinations, dialysis sites, and various medical therapy appointments. Clients are generally asked to book their medical rides between 8:30am and 3:30pm.

Lift Line is seeking to continue TDA Medical Rides service and ensure this service reaches those with the most need. Lift Line projecting 5,620 TDA Medical Rides for FY 19/20. The TOA Medical Rides program serves as a safety net service for medical rides outside the ADA mandated METRO paratransit service areas. Eligible individuals may schedule rides to medical destinations as late as one day in advance, with no fares collected. Currently all of the residents that receive medical rides are low income and below the federal 200% poverty level. Lift Line staff continue to update participant applications to reflect the new Federal Government poverty level guidelines to ensure income and disability eligibility is maintained by participants.

Lift Line also coordinates with the local taxi companies to offer the Taxi Scrip (TS) program. Lift Line is projecting 3,200 Taxi Scrip rides in FY 19/20.

The Taxi Scrip program serves as a safety net service for medical rides and non-medical rides needed outside the ADA-mandated METRO paratransit service areas. Individuals may purchase subsidized taxi scrip so that they can directly schedule taxi rides. Taxi companies own and operate vehicles that are fully accessible for mobility devices such as wheelchairs. Currently all residents that receive Taxi Scrip at a discount are low income and below the federal 200% poverty level. Lift Line staff continue to update the TDA applications to reflect the new Federal Government poverty level guidelines. Area taxi service providers include: Courtesy Cab, and Santa Cruz Cab. Lift Line provides ongoing monitoring and assessment of the program to ensure that eligibility criteria are met, safety criteria are met by subcontractors, and to ensure there is no abuse of this vital program. Currently clients can purchase three \$10.00 books, for a total of \$30.00 worth of scrip, for \$8.00 which would give them approximately one (1) or two (2) rides per book. There is currently a limit to purchase six books per person per quarter.

Lift Line is projecting 11,878 Meals on Wheels rides for FY 19/20. 5,605 of which will be funded with TDA funds.

We are on track to meet our projected goal for the current fiscal year. Lift Line will continue to coordinate with the Meals on Wheels program to help them meet any increase attendance demands at all of the senior dining centers. Lift Line continues to meet with the Meals on Wheels Program Director and site managers to review unmet transportation service needs.

Page 1 of 2

Lift Line is projecting 21,998 Elderday rides in FY 19/20, of which 9,100 are funded by TOA.

The Elderday program provides outpatient adult day health care to seniors and community residents who need constant care, and/or are diagnosed with dementia or Alzheimer's disease. Almost all of these participants use wheelchairs or walkers, and require vans with lifts. Generally, these clients are very frail and need personal, door-to-door assistance. Elderday rides are reflective of the level of client service that Lift Line drivers provide to patients with critical needs.

Lift Line staff will continue to work with the Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E&D TAC) in identifying and addressing unmet needs. Lift Line continues to work with the E&D TAC in meeting the Unmet Transit and Paratransit Needs as well as the recommendations of the Paratransit Coordination Task Force. For those who don't qualify for METRO ParaCruz or MediCal assistance, we will continue to help them complete the required paperwork to make it easier for them to use the current TDA programs that meet their specific needs. In our role as the Consolidated Transportation Service Agency, Lift Line will continue working with other transportation providers to ensure maximum efficiency and coordination of rides for all residents.

Lift Line will continue to focus its resources on transportation needs that are not being met by other paratransit services, such as ADA-mandated METRO ParaCruz. Through TDA funding, Lift Line will continue to serve those not eligible for METRO ParaCruz service, specifically low-income individuals who cannot afford the \$8.00 to \$12.00 round-trip METRO ParaCruz fare, those who don't meet the strict ADA qualifications, and those with origins/destinations outside of the METRO ParaCruz service area. Because Lift Line provides safety net services to those ineligible or unable to use other services, its goal is to provide flexible programs, scheduling, and dispatching that can respond to the changing needs of all participants.

Community Bridges maintains comprehensive auto and general liability coverage, including the City of Santa Cruz and SCCRTC as additional insured parties. A copy of each insurance certificate shall be filed with the City and with SCCRTC.

**OPERATION PLAN SERVICE OF UNITS
EXHIBIT C-2
2019 / 2020**

TABLE 1 • TOA/STA PROPOSED SERVICE UNITS

	TAXI SCRIP	MEDICAL TOA	MEALS ON WHEELS	ELDERDAY	STA FUNDING	TOTAL UNITS	TOTAL
FUNDS ALLOCATED	\$69,960	\$331,162	\$101,008	\$225,430	\$100,000	24,939	\$827,560
OPERATING COST	\$13.36	\$34.85	\$10.24	\$13.16	\$39.89		
A PROGRAM MANAGEMENT i.e., Mgmt Personnel: Director, Fleet Mgr, Admin Asst. Info Mgr, Rent, Liability Insur., Phone, Supplies, etc.	\$5.33	\$16.55	\$6.36	\$7.99	\$20.55		
8. ADMINISTRATION 14.5314% of total cost per unit.	\$3.17	\$7.52	\$1.42	\$3.63	\$10.28		
TOTAL COST PER SERVICE UNIT	\$21.86	\$58.93	\$18.02	\$24.77	\$70.72		
19/20 PROJECTED TOA/STA UNITS OF SERVICE	3,200	5,620	5,605	9,100	1,414	24,939	
EQUIPMENT PURCHASE MATCH							\$49,854
TOTAL TOA/STA CLAIM REQUEST							\$877,414

NON-TOA/STA SUPPORTED

TABLE 2 - OTHER CTSA SERVICE UNITS

	Meals on Wheels	Elderday Services	Section 5310 Medical	Measure D Paratransit	Dialysis	Total Units	Total
Funds Allocated	\$113,040	\$319,508	\$112,175	\$460,446	\$0		\$1,005,169
Revenue per Service Unit	\$18.02	\$24.77	\$70.72	\$92.09	\$0.00		
19/20 Projected Units of Service	6,273	12,898	1,586	5,000	0	25,757	
Other Income (Including CARS and LCTOP)							\$402,180
Total Overall Income							\$1,407,349
Measure D Facility/Equip Reserves							\$373,044
FTA Section 5310-Capital Equipment							\$402,927
TDA/ STA Claim							\$877,414
Grand Total							13,080,734

ROLLUP OF ALL RIDES

TABLE 3 • ALL SERVICE UNITS TOTALED (Total tables 1 and 2, units of service, to equal table 3 totals)

	Taxi Scrip	TOA Medical	Meals on Wheels	Elderday Services	Section 5310 Medical	Measure D Paratransit	Dialysis	Total Units
19/20 Total Ride Projections	3,200	5,620	11,878	21,998	3,000	5,000	0	50,696

Exhibit D

Schedule of Payments FY: 2019-2020 STA Claim Lift Line CTSA

Total	\$100,000
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Prefe1Ted Method and Schedule for TDA fund di'stribution: Quarterly disbursement, with up to 35% in first quarter, and the remaining quarterly payments being one-third of the remaining claim amount.

EXHIBIT E Lift Line / CTSA 19/20 Statement of Role and Responsibility

Community Bridges has been the designated Consolidated Transportation Services Agency (CTSA) since 1982. CTSAs are authorized under California Government Code Sections 15975 and 15950-15952 which were enacted pursuant to the Social Service Transportation Improvement Act. The purpose of the CTSA is to improve transpoltation required by social service recipients by promoting the consolidation and coordinating of social service transportation. As the Consolidated Transpoltation Service Agency, Community Bridges Lift Line will continue to coordinate and consolidate transportation services with other transportation and human service agencies in order to provide the most efficient transportation possible. Lift Line will continue to work with Santa Cruz County School Districts, Iluman Services Depaltment of the County of Santa Cruz, County Office of Education, Veterans Service Offices in Santa Crnz and Palo Alto, Hospice of Santa Cmz County, as well as hospitals and other medical facilities. Community Bridges Lift Line will also continue working closely with the RTPA and to help with the unmet needs identified in the TriCounty AMBAG Coordinated Plan. Community Bridges Lift Line will also continue working with local non-profit organizations and other human service and medical facilities in neighboring counties to continue to define and create an effective mobility management center to help mobilize resident with various disabilities. low income and senior populations to travel easily throughout our County as well as to travel seamlessly throughout our tri-county Monterey Bay region and the San Francisco Bay Area.

As the CTSA, Community Bridges Lift Line will continue coordination to improve and identify the need for specialized transportation equipment. If the equipment funded through Caltrans 5310 isn't reaching its proposed requirements through their contract, the equipment can be recaptured and its use coordinated through other identified paratransit service needs. We will continue to offer training to ensure that not only Lift Line staff operates in a safe and sensitive manner, but will continue to offer expertise and training for other transportation providers in the County.

Pursuant to the CTSA designation for Santa Cruz County, Community Bridges operates the Lift Line transportation program, which will continue to take a lead, and work closely with the RTPA, to continue to help identify unmet transportation needs, coordinate and provide social service transportation services to low-income seniors, disabled residents, underserved populations and other identified individuals in Santa Cruz County. Lift Line will continue to directly address the issues identified through the unmet needs process by providing rides to medical appointments (including dialysis), alternative care, mental health and various medical transportation needs.

Exhibit F

Reporting Period and Performance Measures

FY: 2019-2020 TDA/STA Claim

Community Bridges' Life Line CTSA

	Reporting Period	Due
1.	Fiscal Year: 2019/20	11/15/19
2.	1 st Quarter, 7/1/19 through 9/30/19	01/15/20
3.	2 nd Quarter, 10/1/19 through 12/31/19	04/15/20
4.	3 rd Quarter, 1/1/20 through 3/31/20	07/15/20
5.	4 th Quarter, 4/1/20 through 6/30/20	11/15/20
6.	Annual Evaluation, Fiscal Year 2019/2020	11/15/20

Performance Measures to be included in Quarterly Reports

The quarterly reports are to include the following:

1.	Unduplicated passengers per month
2.	Total passenger trips (units of service) per month
3.	Incidents per month

4.	Accidents per month
5.	Mechanical failures* (including lift failure) per month
6.	No-shows per month
7.	Tumdowns or referrals per month
8.	Cancels per month
9.	Donations per month
10.	Total operating cost per passenger
11.	Total operating cost per vehicle service hour
12.	Total passengers per vehicle service hour
13.	Total passengers per vehicle service mile
14.	Van mileage per program

*Mechanical failure means any problem which results in a delay of one hour or longer, or cancellation of service.

TO: Regional Transportation Commission

FROM: Grace Blakeslee and Rachel Moriconi, Transportation Planners

RE: Amended Fiscal Year 2019/20 Transportation Development Act (TDA) and State Transit Assistance (STA) Claim for the Santa Cruz Metropolitan Transit District

RECOMMENDATION

Staff recommends that the Regional Transportation Commission adopt a resolution ([Attachment 1](#)) approving the amended FY2019/20 Transportation Development Act (TDA) and State Transit Assistance (STA) claim from the Santa Cruz Metropolitan Transit District ([Attachment 2](#)), allocating all but \$100,000 of STA funds to METRO and increasing the TDA allocation to match the fall RTC budget amendment.

BACKGROUND

The Regional Transportation Commission (RTC) is responsible for allocating Transportation Development Act-Local Transportation Fund (TDA-LTF) funds, as well as TDA-State Transit Assistance (STA) funds. TDA funds are generated from the ¼ cent state sales tax. State Transit Assistance (STA) funds are generated from the sales tax on diesel fuel.

STA includes population-based formula funds (PUC Section 99313) which are available for projects approved by the RTC, as well as Santa Cruz Metropolitan Transit District's (METRO) estimated revenue-based formula share (PUC Section 99314). Both the METRO and the RTC-formula allocations of STA funds pass through the RTC budget. Historically the RTC allocated 100% of the region's shares of STA to METRO, as the only public transit operator in Santa Cruz County. However with clarification by the State of eligible entities and with SB 1 nearly doubling funding for the STA program, in December 2017, the RTC approved a policy to make some of the region's population-formula shares (PUC Section 99313) of STA and State of Good Repair (SGR) funds available for eligible community transportation projects and services in addition to METRO projects and services.

In Spring 2019, the Elderly and Disabled Transportation Advisory Committee (E&D TAC) reviewed and the RTC approved the METRO FY19/20 claim for TDA funds., as well as 85% of the regional share of STA PUC Section 99313 funds and 100% of the METRO 99314 share of funds, leaving 15% of the regional share of STA funds for future programming.

At its September 5, 2019 meeting, the RTC took action to hold in abeyance for three years the 2017 RTC policy that would have made some STA and SGR funds available to community transportation projects and services, and instead indicated its intent to allocate \$100,000 per year of the RTC's population shares (PUC 99313) of FY19/20-FY21/22 State Transit Assistance (STA) funds to Community Bridges Lift Line and to allocate the balance of the RTC's FY19/20-FY21/22 shares of State Transit Assistance (STA) and 100% of the

region's population shares (PUC 99313) of FY19/20-FY21/22 SB1-transit State of Good Repair funds to Santa Cruz METRO. In August 2019, the State Controller's Office (SCO) also updated STA revenue estimates for FY19/20 and the RTC budget was amended to reflect the updated STA estimates.

DISCUSSION

Based on RTC's September 2019 action and updated SCO revenue estimates, METRO has submitted an amended TDA/STA claim, which outlines how the METRO proposes to use STA PUC 99313 and PUC 99314 funds in FY19/20. Based on the August 2019 SCO estimates, and RTC's allocation of \$100,000 of STA funds to Lift Line (see separate staff report), an estimated \$4.8 million in FY19/20 STA will be allocated to METRO. This is approximately \$273,000 higher than the previous claim amount. The actual amount of STA funds to METRO will be adjusted based on actual revenues generated and received from the SCO. In addition to these STA funds, Senate Bill 1 STA-State of Good Repair (SGR) funds are also included in the claim. Based on August 2019 SCO estimates and RTC's September 2019 action, the METRO claim for SGR funds is approximately \$126,000 higher than the previous claim amount.

Based on actual FY18/19 Transportation Development Act (TDA) revenues, the RTC also amended its budget on November 7, 2019 to increase FY19/20 apportionments to TDA-recipients. This includes approximately \$400,000 over the amount originally approved for METRO, for a total of approximately \$7.9 million in FY19/20. The actual amount of TDA funds to METRO will be adjusted based on actual revenues generated and received.

As shown in METRO's amended TDA/STA claim ([Attachment 2](#)), METRO proposes to use all of the FY19/20 TDA funds and most of the FY19/20 STA on operations. METRO proposes to use approximately \$400,000 of STA revenue for capital projects.

Staff recommends that the Regional Transportation Commission adopt a resolution ([Attachment 1](#)) approving the amended FY 2019/20 claim for TDA and STA funds from the Santa Cruz Metropolitan Transit District. The E&D TAC reviewed the updated FY19/20 claim from METRO at their November 5, 2019 meeting and recommends approval.

FISCAL IMPACT

The STA and TDA funds included in this staff report have already been approved by the RTC for Santa Cruz METRO and are included in the approved RTC budget; therefore, there is no fiscal impact to the RTC.

SUMMARY

Based on funding allocation decisions made by the Regional Transportation Commission in September 2019 regarding additional State Transit Assistance (STA) funding generated by Senate Bill 1 (SB1) and updated Transportation Development Act (TDA) revenue estimates, an amended claim has been submitted by the Santa Cruz Metropolitan Transit District for TDA and STA funds. METRO proposes to use all of the FY19/20 TDA funds and most of the FY19/20 STA on operations. METRO proposes to use approximately \$400,000 of STA

revenue for capital projects.

Attachments

1. Resolution
2. Amended Santa Cruz Metropolitan Transit District TDA/STA Claim

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION APPROVING THE UPDATED FISCAL YEAR 2019-20 TRANSPORTATION
DEVELOPMENT ACT (TDA) ARTICLE 4 CLAIM AND STATE TRANSIT ASSISTANCE CLAIM
FROM THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Transportation Development Act of 1971, Article 4, Section 99260(a) of the Public Utilities Code provides that transit operators may file a claim for monies from a county's local transportation fund with the transportation planning agency for that county;

WHEREAS, the Santa Cruz Metropolitan Transit District (METRO) is a transit operator in accordance with Article 1, Section 99210 of the Public Utilities Code, and the Santa Cruz County Regional Transportation Commission (RTC) is the regional transportation planning agency for Santa Cruz County, in accordance with Article 1, Section 99214 of the Public Utilities Code;

WHEREAS, the RTC's amended Fiscal Year 2019/20 (FY19/20) Budget and Work Program increases Transportation Development Act (TDA) apportionments to the Santa Cruz Metropolitan Transit District (METRO), based on additional TDA revenues received in FY18/19 and updated FY19/20 revenue estimates;

WHEREAS, the RTC has indicated its intent to allocate all but \$100,000 per year of the RTC's population-based State Transit Assistance (STA) formula funds (PUC Section 99313), 100% of Santa Cruz Metropolitan Transit District's (METRO) estimated STA revenue-based formula share (PUC Section 99314), and 100% of the region's Senate Bill 1 State of Good Repair (SGR) program funds to METRO through FY21/22;

WHEREAS, METRO submitted an amended claim for Transportation Development Act funds and State Transit Assistance Funds in accordance with TDA statutes and RTC Rules and Regulations; and,

WHEREAS the Elderly & Disabled Transportation Advisory Committee, at its November 5, 2019 meeting, recommended that the Regional Transportation Commission approve this claim;

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

1. The FY 2019-20 Transportation Development Act (TDA) claim by Santa Cruz Metropolitan Transit District (METRO) fulfills the requirements specified in the Transportation Development Act and the Santa Cruz County Regional Transportation Commission's (RTC) Rules and Regulations and the RTC finds that:
 - a. The proposed expenditures are in conformity with the *Santa Cruz County Regional Transportation Plan*.

- b. The level of passenger fares and charges is sufficient to enable the METRO to meet the fare revenue requirements of Public Utilities Code sections 99268.1 or 99268.2b as an older operator.
 - c. METRO is making full use of federal funds available under the Urban Mass Transportation Act of 1964.
 - d. The sum of METRO's allocations from the State Transit Assistance (STA) and the TDA funds does not exceed the amount that METRO is eligible to receive during the fiscal year.
 - e. The claim funds may be used to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.
 - f. METRO made a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code section 99244 as specified in sections 17 and 22 of the TDA claim form.
 - g. METRO obtained certification by the Department of the California Highway Patrol verifying that METRO is in compliance with section 1808.1 of the Vehicle Code, as required in Public Utilities Code section 99251. The certification shall have been completed within the last 13 months.
2. The amended claim submitted by the Santa Cruz Metropolitan Transit District for Transportation Development Act Article 4 funds and State Transit Assistance funds for fiscal year 2019-20 is hereby approved, to be distributed quarterly.
 3. The Executive Director is authorized to modify TDA revenue apportionments and payment amounts to METRO consistent with RTC FY2019-20 budget amendments.
 4. The Executive Director is authorized to modify State Transit Assistance (STA) and State of Good Repair payment amounts based on actual funds received by the RTC from the State of California.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Ed Bottorff, Chair

ATTEST:

Guy Preston, Secretary

Distribution: METRO, RTC Fiscal

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***Santa Cruz Metropolitan
Transit District***

October 21, 2019

Guy Preston, Executive Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

Dear Mr. Preston:

The Santa Cruz Metropolitan Transit District's revised FY20 Transportation Development Act (TDA) Claim Form is enclosed. METRO is the single fixed-route and ADA-mandated complementary paratransit provider in Santa Cruz County and is responsible for all operations, maintenance and administration, including civil rights compliance, in accordance with federal, state and local requirements. The revised claim includes an additional \$381,050 in anticipated TDA-LTF and an additional \$400,404 in STA and SGR funds, based on updated SCO and RTC estimates. METRO will allocate all of the FY20 TDA-Local Transportation Fund (TDA-LTF) revenue to the operating budget and its FY20 TDA-State Transit Assistance (TDA-STA) revenue to the operating and capital budgets. The respective TDA-LTF and TDA-STA allocations are shown in the *Santa Cruz Metropolitan Transit District FY20 & FY21 Preliminary Operating Budget* and the *FY20 Preliminary Capital Budget* attached to the Claim form.

Santa Cruz METRO requests a revised total of \$13,475,156 in TDA-LTF and TDA-STA funds allocated in the Santa Cruz County Regional Transportation Commission's FY20 Work Program and Budget as summarized below:

TDA – LTF FY20 Transit Operations	\$7,930,060
TDA – STA FY20 Sec 99313 Operations and Capital	\$2,297,517
TDA – STA FY20 99314 Operations and Capital	\$2,506,862
STA-SGR FY20 99313 Vehicle Replacements	\$370,461
STA-SGR FY20 99314 Vehicle Replacements	\$387,356
Total	\$13,475,156

Santa Cruz METRO is claiming this additional funding as part of a revised TDA Claim for FY20 TDA-STA funds generated from the diesel excise tax (Revised estimates in draft Nov. 7 RTC budget (STA/SGR per 8/19 SCO). If TDA funding levels vary from the budgeted amount during FY20, the SCCRTC will revise the TDA allocations to METRO in accordance with an amended FY20 SCCRTC Work Program and will pay METRO the revised amount of TDA funds without further action from METRO.

The FY20 TDA Claim has been prepared with the most recently available budget and system performance data in accordance with the SCCRTC's guidance and Caltrans TDA Statutes. Please call me if you need additional information.

Sincerely,

Alex Clifford
CEO/General Manager

cc: Maura F. Twomey, AMBAG

11-7

*110 Vernon Street, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117
Santa Cruz METRO OnLine at <http://www.scmtd.com>*

Transportation Development Act (TDA) – Local Transportation Funds and State Transit Assistance (STA) FY20 CLAIM FORM

Project Information

1. Project Title: Revised FY20 Santa Cruz METRO Operating and Capital Assistance
2. Implementing Agency: Santa Cruz Metropolitan Transit District (METRO)
3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:
4. Funding requested this claim:

	<i>Approved 5/9/2109</i>	<i>Revised 11/7/2019</i>
TDA-LTF (FY18/19)	\$ 7,531,910	\$7,930,060
TDA-STA 99313	\$ 2,283,432	\$2,297,517
TDA-STA 99314	\$ 2,247,537	\$2,506,862
SGR 99313	\$ 318,112	\$370,461
SGR 99314	\$ 313,111	\$387,356

5. Fiscal Year (FY) for which funds are claimed: FY20
6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:

- ☐ Article 8 Bicycle and/or Pedestrian Facility
- ☒ Article 4 Public Transportation
- ☐ Article 8 Specialized Transportation
- ☐ Article 3 & 8 TDA Admin or Planning

7. Contact Person/Project Manager

Name: Alex Clifford, CEO/General Manager
 Telephone Number: (831) 426-6080 E-mail: aclifford@scmttd.com
 Secondary Contact (in event primary not available): Wondimu Mengistu, Grants/Legislative Analyst
 Telephone Number: (831) 420-2580 E-mail: Wmengistu@scmttd.com

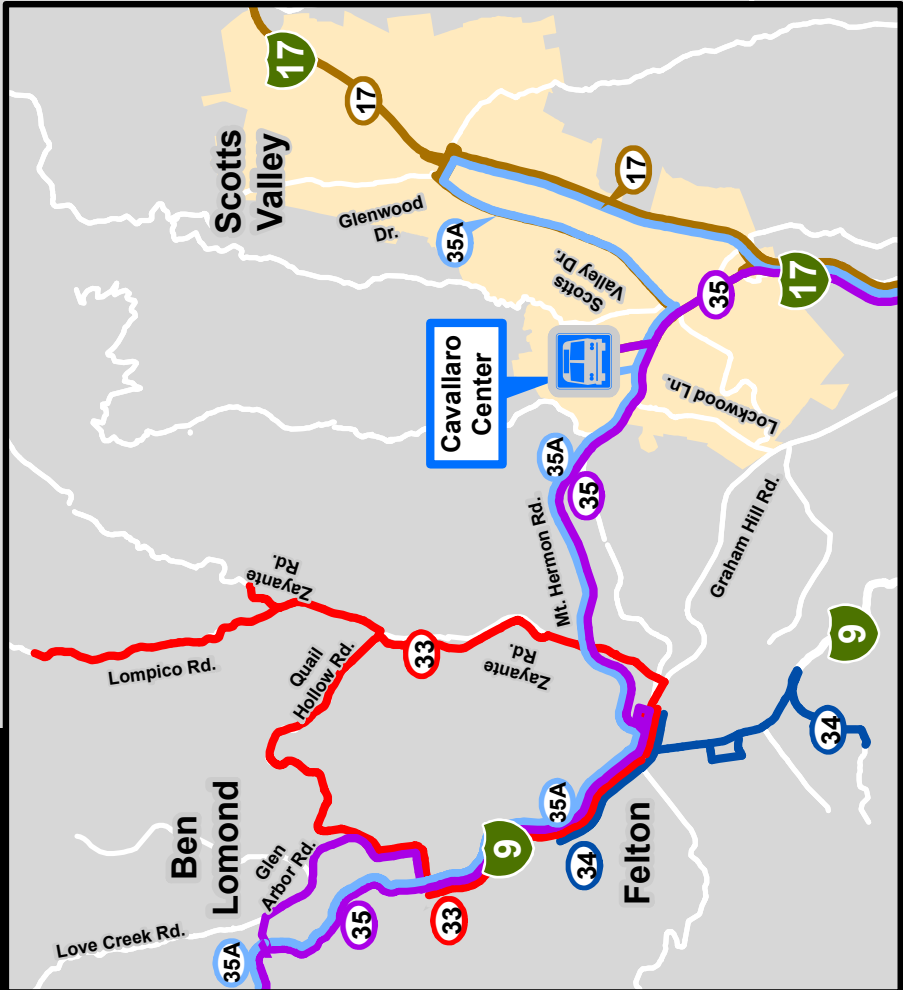
8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks.

This project provides \$12.3 million for fixed-route public transit and ADA complementary paratransit operations in Santa Cruz County and ~\$1.15 million for capital improvements. Fixed-route public transit operations require a maximum fleet of 76 buses serving 26 routes throughout Santa Cruz County, including the Highway 17 Express AMTRAK feeder service between Santa Cruz and San Jose (Diridon Station). ParaCruz, METRO's complementary paratransit service, operates 32 accessible vans in demand-response service for persons who, due to disability, cannot access the fixed-route system. FY20 SGR Capital funds (\$757,817) and \$389,797 in STA funds transferred to the capital budget contribute \$1,147,614 of \$3,000,000 in capital funding to procure replacement buses that have exceeded their useful lifespan.

9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names);
METRO Service Area

Santa Cruz METRO System Map

San Lorenzo Valley
Route Detail Inset



To Downtown
San Jose



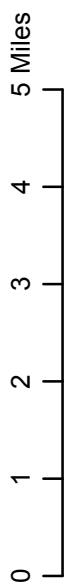
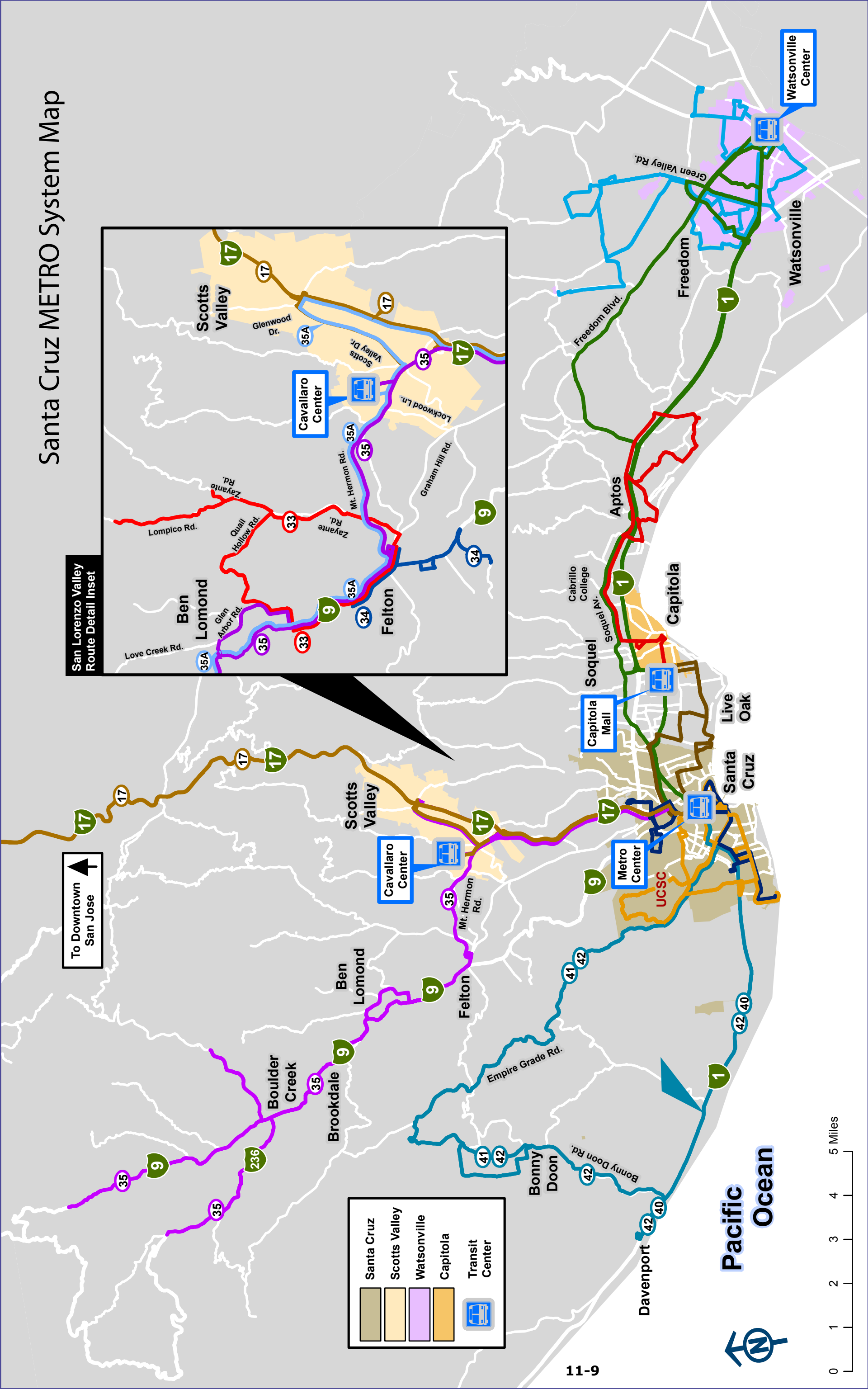
Santa Cruz

Scotts Valley

Watsonville

Capitola

Transit Center



10. Justification for the project: (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)

This project provides financial support for fixed-route public transit and paratransit service in Santa Cruz County and critical capital improvement funds to replace and/or refurbish buses that are beyond their useful lifespan. Public transit is lifeline transportation for residents who do not have access to a privately owned vehicle and offers an alternative transportation mode choice for others. Increasing public transit ridership is a goal of the 2040 RTP, and TDA/STA financial assistance is required to sustain current levels of transit service, which will support ridership growth in subsequent years.

While METRO has been successful in obtaining capital grants to replace some of its aging fleet, it still needs additional capital funds to replace the backlog of old buses which need to be replaced. METRO continues to operate buses, which are beyond their useful life, and is purchasing new, low and no-emission buses to transition to a 100% zero-emission fleet by 2040. METRO also needs to develop and implement charging infrastructure to support electric bus operations and battery storage to allow METRO to avoid purchasing power from the grid at peak price times.

11. Project Productivity Goals for this fiscal year:

- a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):

Total Annual passenger trips

Operating Cost/Hour

Farebox Recovery Ratio

- b. Number of people to be served/anticipated number of users of project/program (ex. number of new or maintained bike miles; number of people served/rides provided):

For FY20, METRO projects 5,074,932 fixed-route and ParaCruz passenger trips based upon a FY18 actual ridership reduction by 0.84% in fixed-route and 4% reduction in ParaCruz passenger trips. The FY20 ParaCruz ridership estimate is 69,302 trips, 4% lower than the 72,209 actual trips carried in FY18. The FY20 ParaCruz ridership estimate is based upon current trends to adjust the previous year's actual ridership.

12. Consistency and relationship with the Regional Transportation Plan (RTP) - Is program/project listed in the RTP and/or consistent with a specific RTP Goal/Policy?

Yes, METRO's FY20 TDA/STA project conforms to these goals and targets in the *2040 RTP, Transportation Goals, Policies and Targets*:

Goal 1: Improve people's ability to meet most of their daily needs without having to drive. Improve access and proximity to employment centers (Attachment 3, p. 1).

Targets:

1A. Increase the percentage of people that can travel to key destinations within a 30-minute walk, bike or transit trip by 20 percent by 2020 and 47 percent by 2040 (Attachment 3, p. 1).

1B. Reduce per capita fuel consumption and greenhouse gas emissions by 1 percent by 2020, and 5 percent by 2035 and 6 percent by 2040. (Attachment 3, p. 1).

1E. Increase the number of active transportation trips by 5 percent of total trips by 2020 and 1 by 20% of all trips by 2040. (Attachment 3, p. 2).

Goal 3: Deliver access and safety improvements cost effectively, within available revenues, equitably and responsive to the needs of all users of the transportation system, and beneficially for the natural environment.

Targets:

3C. Reduce travel times and increase travel options for people who are transportation disadvantaged due to income, age, race, disability or of limited English proficiency by increasing the percentage that are within a 30-minute walk, bike or transit trip to key destinations by 20% by 2020 and 47% by 2040.

13. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):

- Reduce congestion on local streets and roads by providing alternatives to the private automobile.
- Increase range of travel for bicycles by accommodating bikes on buses.
- Provide feeder service to intercity bus, rail and airline network at San Jose.

14. Estimated Project Cost/Budget, including other funding sources, and Schedule: *(attach project budget). Specialized Transportation Claims require 10% local match. Local match can take the form of fares, donations, agency charges, grants, revenue sharing and other non-restricted sources. In kind services may NOT apply toward the local match. METRO will contribute \$11,538,007 in farebox revenue together with sufficient advertising, rental and interest income to meet the 50% match for operating funds.*

What is the total project cost?

\$51,651,221 for FY20 operations and \$3,000,000 for capital improvements as published in the adopted *Santa Cruz Metropolitan Transit District FY20 & FY21 Preliminary Operating Budget and FY20 Preliminary Capital Budget*, Attachment A. Revenue sources for capital improvements (replacement buses) are \$389,797 FY20 STA transferred from operating budget; \$757,817 SGR capital; \$1,852,386 FY20 Measure D transferred from operating budget.

15. Is project fully funded? Yes.

16. What will TDA (and STA) funds be used on (ex. administration, brochures, engineering, construction)?
Public transit operations; administration; capital improvements.

17. Preferred Method and Schedule for TDA fund distribution *(see RTC Rules and Regulations for details):*

SCMTD: ☒ Quarterly disbursement

18. TDA Eligibility:

	YES? NO ?
A. Has the project/program been approved by the claimant's governing body? Form of approval (e.g. resolution, work program, budget, other document) <u>On 3/22/19, the METRO Board adopted the FY20 & FY21 Preliminary Operating Budget for the purpose of submitting the TDA claim in the amounts requested with this claim.</u> If "NO," provide the approximate date approval is anticipated. _____	Yes
B. Has this project previously received TDA funding? (This Project is defined as FY20 operations.)	No
C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes
D. Bike, Ped, and Specialized Transportation Claims: Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If "NO," project will be reviewed prior to RTC approval).	NA
E. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to	NA

Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	
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SCMTD, CTSA, Bike to Work, CTSC Only – PLEASE KEEP ANSWERS BRIEF

19. Improving Program Efficiency/Productivity

- Describe any areas where special efforts have been made in the **last fiscal year** to reduce operating cost and/or increase ridership/program usage. Note any important trends.
 - METRO has proposed a new contract services with Cabrillo College, which will run for three school years (2018-2019 through 2020-21) and includes an option for two additional school years (2021-22 and 2022-23). In return, all Cabrillo students can ride METRO's local fixed-route service with no out-of-pocket costs, a significant incentive to increase countywide transit ridership. METRO has also renewed a contractual service with the University of California Santa Cruz to support transit operations serving their campuses
 - METRO is continuously fine-tuning the time of its route and considering route modification to improve efficiency.
 - METRO has received ten hybrid diesel-electric buses for the Highway 17 Express fleet, replacing 2003 CNG buses, which are beyond their useful life. The Gillig HybriDrive Series-E coaches run completely on diesel electric power, saving money and fuel. An on-board generator keeps the vehicle battery charged, eliminating any performance or range limitations. METRO has also received four articulated which will serve the UCSC and Coastal Science campus routes and replace 3 buses which have been being leased since January 2018, funded by UCSC and the City of Santa Cruz.
- Goals for next fiscal year (ex. identify opportunities to maximize economies of scale, planned productivity improvements). Describe any areas where special efforts will be made to improve efficiency and increase program usage/ridership:
 - Purchase two electric buses to implement the FY16, FY17 and FY18 Low Carbon Transit Operations Program for expanded Watsonville service.
 - Develop electric charging infrastructure and battery storage plan for electric buses serving Watsonville area.
 - Refurbishing existing buses to extend their useful life.
 - Begin rebuilding service from the FY17 service restructuring.
 - Improve on-time performance.
 - Continue pursuit of discretionary grants in state and federal programs.
 - Deploy Automatic Vehicle Locators to provide real-time travel information to customers and improve vehicle dispatch response.

20. What is different from last year's program/claim?

- a. This year's TDA claim is greater than last year's amended claim, \$7,912,960 vs \$7,074,858.

21. Schedule of regular progress reports including an evaluation at the end of the year:

☒ SCMD – April each year

SDMTD & RTC Only

22. List the recommendations provided in your last Triennial Performance Audit and your progress toward meeting them.

- Describe the work your agency has undertaken to implement each performance audit recommendation and the steps it will take to fully implement the recommendation.
- For any recommendations that have not been implemented, explain why the recommendation has

not been implemented and describe the work your agency will undertake to implement each performance audit recommendation.

- *Describe any problems encountered in implementing individual recommendations.*

1. **Santa Cruz METRO should prioritize the addition of on-board cameras.**

METRO has installed on-board cameras under a contract with Apollo Video, Inc. for approximately \$1 million.

2. **Santa Cruz METRO should prioritize technology investment to continuously track on-time performance.**

METRO has executed a contract with GMV Syncromatics for purchase and installation of an Automatic Vehicle Location system (AVL), which is funded in part with \$1,400,000 in the FY18 STIP. AVL system includes Real Time Passenger Mobile Applications and options such as Automated Passenger Counter (APC) systems to maximize operational efficiency and customer amenity. This system will be deployed in FY19. AVL will enable continuous collection of bus stop arrival and departure times to monitor and correct on-time performance problems.

3. **Santa Cruz METRO should strengthen its marketing program.**

METRO understands the need to “brand” its services and establish a continuous media presence to promote transit ridership. METRO has advertised a Marketing, Communications and Customer Service Director position to coordinate business development, marketing activities, branding and rebranding and act as Santa Cruz METRO’s primary media spokesperson. Currently, the Planning and Development Department is leading public outreach, some marketing and media presence with assistance from the Customer Service Department. During FY17, METRO used Yellow Bus advertising agency for outreach on the service change awareness campaign.

SCMTD Only

23. **Farebox Recovery Ratio: (split out=urbanized service vs. non-urban service farebox ratios for prior year and year-to-date)**

Note: Exemptions for calculating operating costs – spell out in your operating budget summary.

- *Service extensions are exempt until two years after the end of the fiscal year during which they were established (PUC Sec. 99268.8). This exemption applies only if the new service was not provided nor was funded by LTF/STA during any of the prior three fiscal years.*
- *The additional operating costs to a transit operator of providing comparable complementary paratransit services, pursuant to the Americans with Disabilities Act, that exceed operator’s prior year costs as adjusted by the CPI are excluded from operating cost.*

The following table shows the project Urban vs. Rural Farebox recovery ratio for FY20. The allocation of fare revenue to rural service is calculated from the ratio of FY18 rural operating cost/total cost multiplied by the budgeted FY20 fare revenue. Urban revenue is the difference of FY20 budgeted revenue less the allocation to rural revenue. Costs are allocated by the FY18 ratio of rural operating hours/total operating hours times the FY20 budgeted total cost.

Farebox Recovery Ratio: Urban vs. Rural FY20 est.		
Funds	Urbanized	Rural ¹
Fare Revenue	\$ 10,084,835	\$ 408,178
Local support Revenues ²	\$ 35,049,914	\$ 1,418,626
Operation Costs	49,641,989	2,009,232
Fare Ratio	20.3%	20.3%
Passengers/Year ³	4,917,161	88,469
Cost/Ride	\$ 10.10	\$ 22.71
Highway 17 performance factors included in all calculations		
¹ FY20 Preliminary Budget all Fares* FY18 rural fares/total fares		
² Support Revenue Allocated Rural/Urban by FY18 rural operating hours/total hours		
³ FY18 Actual Ridership less 0.84%		

The projected FY20 cost per ride in the urbanized area is \$10.10 and \$22.71 in the rural area. These differences reflect the much lower ridership per hour in the rural areas vs. the urban areas. Highway 17 Express performance measures are included in all calculations.

24. FY20 budgeted fare & local support revenue to operating cost ratio versus FY1978-79 ratio (for services to the general public):

- Current ratio ((sum of fare revenues + local support) ÷ operating cost): 70.6%
- FY1978-79 Ratio: 56.9%

25. Did the SCMTD operating budget increase over 15% from the prior fiscal year? NO, the FY20 preliminary operating budget shows an increase of 3.48% over the final FY19 budget.

If the answer is yes, please provide a statement identifying and substantiating the reason or need for the increase in the transit operating budget in excess of 15% above the preceding year, and identify substantial increases or decreases in the scope of operations or capital provisions for major new service - (transit claimants only, if applicable).

26. Operating statistics (*compare current fiscal year to date to last three full fiscal years; *TDA required performance indicators*), submit items from the following list.

Please see METRO Performance Indicators FY14– FY18 Following

- *Annual passengers*
 - *Rides/passenger trips provided by type (student, senior, adult, pass holders, etc, or however stat's kept) and amount of TDA \$ used for each type of ride.*

For FY20, TDA funds will contribute an estimated \$2.11 per fixed-route passenger trip and \$16.12 per ParaCruz passenger trip.

- *Annual service hours*- Please see Transit Fact Sheet, attached
- *Passengers per vehicle service hour**- Please see Transit Fact Sheet, attached
- *Annual service miles*- Please see Transit Fact Sheet, attached
- *# of fixed-route miles*- Please see Transit Fact Sheet, attached
- *Passengers per vehicle service mile**- Please see Transit Fact Sheet, attached
- *Average passengers per weekday*
- *Total operating costs in budget*- Please see Transit Fact Sheet, attached
- *Operating cost per vehicle service hour**- Please see Transit Fact Sheet, attached
- *Total operating cost per passenger**- Please see Transit Fact Sheet, attached
- *Average Farebox Revenue per passenger (describe what is included)*- Please see Transit Fact Sheet, attached
- *# of FTE employees (all employees, not just drivers)* Please see Transit Fact Sheet, attached
- *Vehicle Service hours/Employee**- Please see Transit Fact Sheet, attached
- *# of routes*- Please see Transit Fact Sheet, attached
- *Average route length*-
- *Average travel times/rider*
- *# of bus stops*- Please see Transit Fact Sheet, attached
- *# of vehicles in operation*- Please see Transit Fact Sheet, attached
- *# of monthly bus passes in circulation*
- *Max vehicles in service at any time*: Please see Transit Fact Sheet, attached
- *Hours of service*: Please see Transit Fact Sheet, attached
- *Approximate # of unduplicated passengers*
- *Cost per unit of service plus text about long range plans to make/keep this low*- Please see Transit Fact Sheet, attached.
METRO will continue to provide transit service that balances the needs of the community in a cost efficient manner, including high ridership corridors, geographic coverage, and equitability.
- *Funds and percentage spent on administration/overhead/grantee allocation/etc*
- *Actual financials compared with budget*
- *Actual number of rides provided compared with goal and text about whether goal was met and why/why not*

Santa Cruz METRO Operating Financials					
Operating Expenses	FY14	FY15	FY16	FY17 - Restated	FY18
Local Fixed-Route Expenses	\$ 35,141,997.76	\$ 35,413,642.35	\$ 36,313,495.00	\$ 35,789,455.00	\$ 36,986,119.00
Highway 17	\$ 4,197,527.33	\$ 4,198,933.00	\$ 4,898,213.00	\$ 4,415,938.00	\$ 4,673,012.00
Paratransit	\$ 5,446,728.91	\$ 5,515,933.65	\$ 5,495,018.00	\$ 4,904,633.00	\$ 5,020,672.00
TOTAL Operating Expenses*	\$44,786,254	\$ 45,128,509.00	\$ 46,706,726.00	\$ 45,110,026.00	\$ 46,679,803.00
Operating Revenue	FY14	FY15	FY16	FY17 - Restated	FY18
Fixed-Route Fares	\$ 3,850,237.00	\$ 3,759,724.00	\$ 3,641,890.00	\$ 2,849,064.00	\$ 2,631,707.00
Fares-Contracts	\$ 3,336,122.00	\$ 3,647,730.00	\$ 3,726,200.00	\$ 4,424,951.00	\$ 5,273,571.00
Highway 17 Fares	\$ 1,500,202.00	\$ 1,547,791.00	\$ 1,816,162.00	\$ 1,644,388.00	\$ 1,564,281.00
Highway 17 Payments	\$ 497,552.00	\$ 511,729.00	\$ 411,842.00	\$ 503,961.00	\$ 523,636.00
ParaCruz Fares	\$ 327,498.00	\$ 329,050.00	\$ 327,768.00	\$ 298,506.00	\$ 287,363.00
Sales Tax	\$ 15,685,172.00	\$ 16,405,582.00	\$ 18,871,648.00	\$ 20,869,028.00	\$ 24,889,095.00
Federal Transit Administration (FTA)	\$ 5,719,483.00	\$ 5,690,364.00	\$ 5,626,562.00	\$ 6,454,874.00	\$ 6,738,883.00
Transit Development Act (TDA)	\$ 6,244,316.00	\$ 6,444,515.00	\$ 6,377,491.00	\$ 6,804,838.00	\$ 6,767,933.00
State Transit Assistance (STA)	\$ 5,565,844.00	\$ 5,075,779.00	\$ 2,636,432.00	\$ 2,041,333.00	\$ 3,196,463.00
Misc. Revenue	\$ 982,986.00	\$ 1,207,514.00	\$ 1,593,273.00	\$ 903,922.00	\$ 1,081,108.00
Transfers From/(To) Reserves	\$ 1,076,842.00	\$ 508,731.00	\$ 1,677,458.00	\$ (1,684,839.00)	\$ (6,274,237.00)
TOTAL Operating Revenue	\$44,786,254	\$ 45,128,509.00	\$ 46,706,726.00	\$ 45,110,026.00	\$ 46,679,803.00
Santa Cruz METRO Operating Statistics					
System Information	FY14	FY15	FY16	FY17	FY18
Directional Route Miles	479.3	430.59	479	398.37	398.65
Number of Bus Stops	935	936	936	931	931
Number of Routes	35	36	35	25	26
Total Active Fleet	109	108	98	98	100
Maximum Bus In-Svc	78	83	82	75	76
Total METRO Employees	329	318	329	311	319
Revenue Hour Per Employee	680	709	687	671	651
Local Fixed-Route Performance	FY14	FY15	FY16	FY17	FY18
Ridership	5,145,862	5,274,631	5,164,160	4,787,727	4,758,093
Revenue Hours	199,953	201,462	202,112	186,066	184,384
Revenue Miles	2,639,606	2,642,511	2,650,889	2,283,490	2,255,120
Passengers Per Hour	25.74	26.18	25.55	25.73	25.81
Passengers Per Mile	1.95	2.00	1.95	2.10	2.11
Passengers Per Capita	21.69	22.23	21.77	20.18	20.06
Revenue Hours Per Capita	0.84	0.85	0.85	0.78	0.78
Revenue Miles Per Capita	11.13	11.14	11.17	9.63	9.51
Total Cost Per Passenger	\$6.83	\$6.71	\$7.03	\$7.48	\$7.77
Revenue Per Passenger	\$1.40	\$1.40	\$1.43	\$1.52	\$1.66
Farebox Recovery	20.45%	20.92%	20.29%	20.32%	21.37%
Highway 17 Performance	FY14	FY15	FY16	FY17	FY18
Ridership	368,338	379,181	336,809	303,667	290,419
Revenue Hours	23,902	23,893	24,021	22,731	23,296
Revenue Miles	685,566	683,260	686,891	611,805	603,288
Passengers Per Hour	15.41	15.87	14.02	13.36	12.47
Passengers Per Mile	0.54	0.55	0.49	0.50	0.48
Passengers Per Capita	1.55	1.60	1.42	1.28	1.22
Revenue Hours Per Capita	0.10	0.10	0.10	0.10	0.10
Revenue Miles Per Capita	2.89	2.88	2.90	2.58	2.54
Total Cost Per Passenger	\$11.40	\$11.07	\$14.54	\$14.54	\$16.09
Revenue Per Passenger	\$5.42	\$5.43	\$6.62	\$7.07	\$7.19
Farebox Recovery	47.59% **	49.05% **	37.08%	37.24%	33.47%
Fixed-Route Total Performance	FY14	FY15	FY16	FY17	FY18
Ridership	5,514,200	5,653,812	5,500,969	5,091,394	5,048,512
Revenue Hours	223,855	225,355	226,135	208,797	207,680
Revenue Miles	3,325,172	3,325,771	3,337,779	2,895,295	2,858,408
Passengers Per Hour	24.63	25.09	24.33	24.38	24.31
Passengers Per Mile	1.66	1.70	1.65	1.76	1.77
Passengers Per Capita	24.80	25.43	24.61	22.74	22.50
Revenue Hours Per Capita	1.04	1.05	1.05	0.98	0.97
Revenue Miles Per Capita	14.02	14.02	14.07	12.20	12.05
Total Cost Per Passenger	\$ 7.13	\$ 7.01	\$ 7.49	\$ 7.90	\$ 8.25
Revenue Per Passenger	\$ 1.67	\$ 1.67	\$ 1.74	\$ 1.85	\$ 1.98
Farebox Recovery	23.35%	23.90%	22.29%	22.18%	22.73%
Subsidy Per Passenger	\$ 5.47	\$ 5.33	\$ 5.75	\$ 6.05	\$ 6.27
Cost Per Revenue Hour	\$ 175.74	\$ 175.78	\$ 182.24	\$ 192.56	\$ 200.59
ParaCruz Performance	FY14	FY15	FY16	FY17	FY18
Ridership	96,868	98,096	85,768	75,116	72,209
Revenue Hours	48,714	48,995	44,918	39,474	38,779
Revenue Miles	481,345	531,250	488,017	456,208	451,985
Passengers Per Hour	1.99	2.00	1.91	1.90	1.86
Passengers Per Mile	0.20	0.18	0.18	0.16	0.16
Passengers Per Capita	0.41	0.41	0.36	0.32	0.30
Revenue Hours Per Capita	0.21	0.21	0.19	0.17	0.16
Revenue Miles Per Capita	2.03	2.24	2.06	1.92	1.91
Total Cost Per Passenger	\$ 56.23	\$ 56.23	\$ 64.07	\$ 65.29	\$ 69.53
Revenue Per Passenger	\$ 3.38	\$ 3.35	\$ 3.82	\$ 3.97	\$ 3.98
Farebox Recovery	6.01%	5.97%	5.96%	6.09%	5.72%
Subsidy Per Passenger	\$ 52.85	\$ 52.88	\$ 60.25	\$ 61.32	\$ 65.55
Cost Per Revenue Hour	\$ 111.81	\$ 112.58	\$ 122.33	\$ 124.25	\$ 129.47

* Expenses do not include year-end Depreciation, W/C IBNR, GASB 45 OPEB adjustments, or GASB 68 Pension adjustments

** Highway 17 Farebox Recovery including Highway 17 Payments

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY20 & FY21 PRELIMINARY OPERATING BUDGET
REVENUE SOURCES**

Note: TDA & STA numbers will be
modified to match actual
revenues and apportionments
from RTC at a future date

Attachment A

	REVENUE SOURCE	Jun-18 BUDGET FY19	Mar-19 BUDGET FY20	% CHANGE BUDG FY19 BUDG FY20	\$ CHANGE BUDG FY19 BUDG FY20	Mar-19 BUDGET FY21	% CHANGE BUDG FY20 BUDG FY21
1	Passenger Fares	2,563,172	2,579,087	0.6%	15,915	2,527,506	-2.0%
2	Special Transit Fares	5,381,772	5,598,914	4.0%	217,142	5,714,004	2.1%
3	Paratransit Fares	291,566	291,566	0.0%	-	291,566	0.0%
4	Highway 17 Fares	1,475,275	1,487,489	0.8%	12,214	1,457,739	-2.0%
5	Highway 17 Payments	531,329	535,957	0.9%	4,628	540,724	0.9%
6	Commissions	2,500	2,500	0.0%	-	2,500	0.0%
7	Advertising Income	250,000	275,000	10.0%	25,000	250,000	-9.1%
8	Rent Income	147,405	150,000	1.8%	2,595	153,000	2.0%
9	Interest Income	90,000	100,000	11.1%	10,000	100,000	0.0%
10	Other Non-Transp Revenue	20,000	30,000	50.0%	10,000	30,000	0.0%
11	1979 Gross Sales Tax (1/2 cent)	21,747,344	22,617,238	4.0%	869,894	23,521,927	4.0%
12	2016 Net Sales Tax (Measure D)	3,229,124	3,358,289	4.0%	129,165	3,492,621	4.0%
13	Transp Dev Act (TDA - LTF) Funds	7,074,858	7,506,855	6.1%	431,997	7,732,061	3.0%
14*	FTA Sec 5307 - Op Assistance	4,412,091	4,508,716	2.2%	96,625	4,734,152	5.0%
15	FTA Sec 5311 - Rural Op Asst	174,321	178,139	2.2%	3,818	187,046	5.0%
16	AMBAG/Misc. Grant Funding	24,000	205,000	754.2%	181,000	5,000	-97.6%
17	STIC	2,424,031	2,752,352	13.5%	328,321	2,889,970	5.0%
18	TDA - STA - Operating (Includes SB1)	3,540,904	4,047,008	14.3%	506,104	4,084,117	0.9%
19	Fuel Tax Credit	351,000	313,126	-10.8%	(37,874)	293,126	-6.4%
20	Medicare Subsidy	550	550	0.0%	-	550	0.0%
					-		
TOTAL REVENUE		53,731,242	56,537,786	5.2%	2,806,543	58,007,609	2.6%
TRANSFERS		(3,735,883)	(4,886,575)	30.8%	(1,150,692)	(5,310,342)	8.7%
TOTAL OPERATING REVENUE		49,995,359	51,651,211	3.3%	1,655,852	52,697,267	2.0%

[illegible]

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT																
FY20 PRELIMINARY CAPITAL BUDGET																
AS OF MARCH 22, 2019																
		RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS REPLACEMENT FUND				
												\$3M PER YEAR (MEASURE D + SB1 STA&SGR)				
												RESTRICTED	RESTRICTED			
	PROJECT/ACTIVITY	FEDERAL FUNDS	PTMISEA (1B) + INT-PAC STATION/JKS/B US & BUS FAC.	CAL-OES PROP 1B - TRANSIT SECURITY	STIP	LCTOP	LPP	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL				
Fleet & Maint Equipment																
35	Bus Yard Scrubber/Sweeper (FTA 5339a FY18)	\$ 75,000												\$ 75,000		
36	METRO Logo Signs for JKS Ops Bldg.	\$ 45,000									\$ 4,480			\$ 4,480	\$ 45,000	
37	Floor Scrubbers for Maint. Shop (FTA 5339a FY18)	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,480			\$ 4,480	\$ 124,480	
	Subtotal															
Office Equipment																
38	Business Copy Machine-Admin (Reserves)															
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,945			\$ 22,945	\$ 22,945	
Misc.																
39	TVM Pin Pad Bezel 8 Upgrade (6)										\$ 70,000			\$ 70,000	\$ 70,000	
40	Ticket Vending Machine-SLV-Installation Costs + Misc							\$ 17,045			\$ 15,000			\$ 15,000	\$ 32,045	
41	Misc. Emergency Capital Items \$1K to \$5K										\$ 10,000			\$ 10,000	\$ 10,000	
42	Watsonville Transit Mural-(\$2,700 from Arts Council SC)										\$ 6,600			\$ 6,600	\$ 6,600	
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,045	\$ -	\$ -	\$ 101,600			\$ 101,600	\$ 118,645	
TOTAL CAPITAL PROJECTS																
		\$ 7,287,978	\$ 2,889,881	\$ 367,286	\$ 3,170,000	\$ 1,572,394	\$ 786,000	\$ 54,652	\$ 671,079	\$ 4,103,368	\$ 985,195	\$ 21,887,833				
CAPITAL PROGRAM FUNDING																
Federal Sources of Funds:																
	Federal Grants (FTA)	\$ 6,787,978										\$ 6,787,978				
	Surface Transportation Block Grant (STBG)	\$ 500,000										\$ 500,000				
State Sources of Funds:																
	PTMISEA (1B)		\$ 2,889,881									\$ 2,889,881				
	Cal-OES Prop 1B Transit Security Grant Funds (CTSGP)			\$ 367,286								\$ 367,286				
	State Transportation Improvement Program (STIP)				\$ 3,170,000							\$ 3,170,000				
	Low Carbon Transit Operations Program (LCTOP)					\$ 1,572,394						\$ 1,572,394				
	Local Partnership Program (LPP)						\$ 786,000					\$ 786,000				
	Transfers from Operating Budget (STA-SB1)							\$ 54,652				\$ 54,652				
	STA-SGR (SB1)								\$ 671,079			\$ 671,079				
	Transfers from Operating Budget (Measure D)									\$ 4,103,368		\$ 4,103,368				
Local Sources of Funds:																
	Operating and Capital Reserve Fund											\$ 985,195		\$ 985,195		
TOTAL CAPITAL FUNDING BY FUNDING SOURCE																
		\$ 7,287,978	\$ 2,889,881	\$ 367,286	\$ 3,170,000	\$ 1,572,394	\$ 786,000	\$ 54,652	\$ 671,079	\$ 4,103,368	\$ 985,195	\$ 21,887,833				
	Restricted Funds	\$ 7,287,978	\$ 2,889,881	\$ 367,286	\$ 3,170,000	\$ 1,572,394	\$ 786,000		\$ 671,079	\$ 4,103,368		\$ 20,847,986				
	Unrestricted Funds							\$ 54,652			\$ 985,195	\$ 1,039,847				
TOTAL CAPITAL FUNDING																
		\$ 7,287,978	\$ 2,889,881	\$ 367,286	\$ 3,170,000	\$ 1,572,394	\$ 786,000	\$ 54,652	\$ 671,079	\$ 4,103,368	\$ 985,195	\$ 21,887,833				

AGENDA: December 5, 2019

TO: Regional Transportation Commission (RTC)
FROM: Luis Pavel Mendez, Deputy Director
RE: Consent for Railroad Crossing Agreement at Aptos Creek Road

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) grant its consent for the attached (Attachment 1) new public railroad crossing agreement at Aptos Creek Road in the County of Santa Cruz.

BACKGROUND

In October of 2012, the Regional Transportation Commission (RTC) acquired the Santa Cruz Branch Rail Line (Branch Line) from Union Pacific (UP). UP retained an easement for freight operations, the common carrier designation and the operating agreements on the Branch Line. The easement, common carrier designation and operating agreements are assigned to the operator selected for the Branch Line. After a competitive public process, in June 2018, the RTC selected Saint Paul and Pacific Railroad (SPPR) to be the railroad operator of the Branch Line. The easement for freight operations and the operating agreements (including grade crossing agreements) were transferred to SPPR by the previous operator. In addition, the Surface Transportation Board (STB) designated SPPR as the common carrier for the Branch Line. The RTC entered into an administration, coordination and license agreement with SPPR stating that SPPR is not to enter into any new operating agreements or modify existing operating agreements without the consent of the RTC.

DISCUSSION

The County of Santa Cruz has been working to implement the Aptos Village Plan. This includes improvements to the railroad crossing at Aptos Creek Road and changing the crossing from a private crossing to a public crossing. The Santa Cruz County Public Works Department has received approval from the California Public Utilities Commission (CPUC) for the public railroad crossing at Aptos Creek Road and the corresponding improvements. The Santa Cruz County Public Works Department also worked with the previous rail operator and the current rail operator (SPPR) to negotiate a crossing agreement covering the improvements to be constructed and ongoing maintenance. **Therefore, staff recommends that the RTC grant its consent for attached (Attachment 1) new public railroad crossing agreement at Aptos Creek Road in the County of Santa Cruz.**

FISCAL IMPACT

There is no fiscal impact to the RTC to provide this consent.

SUMMARY

The RTC purchased the Santa Cruz Branch Rail Line (Branch Line) in 2012 and Union Pacific retained a freight easement, the common carrier status and railroad operating agreements (including crossing agreements). The easement, common carrier status and operating agreements are transferred to successive rail operators. RTC's agreement with the current operator (SPPR) states that new or modified operating agreements require RTC consent. The County of Santa Cruz and SPPR have entered into a new crossing agreement for the railroad crossing at Aptos Creek Road covering conversion of the crossing to a public crossing, improvements and maintenance. The County has secured approval from the California Public Utilities Commission (CPUC) as required. Staff recommends that the RTC grant its consent for the new railroad crossing agreement at Aptos Creek Road.

Attachments:

1. Railroad crossing agreement for Aptos Creek Road
2. CPUC approval and extensions for Aptos Creek Road railroad crossing

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**RAILROAD CROSSING IMPROVEMENTS AGREEMENT
(APTOS CREEK ROAD CROSSING)**

Mile Post 12.65: CPUC No. 017B-12.65, Federal DOT No. 768265B
Location: Aptos Creek Road, Aptos, Santa Cruz County, California

Exhibit A: Project Description and Design Drawings

Exhibit B: Exhibits

Exhibit C: Limitations, etc.

Exhibit D: Insurance Requirements

Exhibit E: Safety Standards

Exhibit F: Guidelines for Document Submission

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2019, ("Effective Date") by and between **St. Paul & Pacific Railroad Company**, which operates the rail line **(THE RAILROAD)** ("Licensor") and **County of Santa Cruz, Department of Public Works, 701 Ocean Street, Room 410, Santa Cruz, CA 95060** ("Licensee" or "County"), with the consent of the Santa Cruz County Regional Transportation Commission (SCCRTC).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the Administrative Handling Charge in Article 2 below to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain (except as otherwise stated herein) and operate those railroad, traffic, and drainage improvements (the "Improvements") for railroad traffic, Aptos Creek Road and pedestrian traffic across Licensor's track(s) and property in the location shown and in conformity with the dimensions and specifications indicated on the **Aptos Village Improvement Plans Phase 2B dated December 10, 2019**, and detailed in marked **Exhibits A and B**, excepting those improvements related to the track work, CPUC Commission standards, and related electrical equipment for the Aptos Creek Road railroad crossing, which shall be maintained and operated by Licensor (except as otherwise stated herein). Under no circumstances shall Licensee modify the use of the Improvements for a purpose other than the above mentioned purposes, and the Improvements shall not be used to convey any substance or object other than rail traffic, street traffic (including pedestrians) and storm water, and the required related infrastructure, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of **Exhibits A and B**, Licensee acknowledges that if it or its contractor provides to Licensor digital imagery depicting the Improvements, Licensee authorizes Licensor to use the digital imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it

has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **\$500.00** in connection with processing this Agreement. Additionally, a one-time document review fee of **\$500.00** will be paid by Licensee directly to Licensor.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibits A through F**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Improvements (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with the insurance requirements described in **Exhibit D and Exhibit F**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this Agreement immediately.

C. If the Licensee is subject to Federal and State statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit D and Exhibit F** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit D and Exhibit F**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

In the event that Licensee for any reason fails to return the property to the Licenser in as good or better condition, or fails to return the railway in serviceable condition at the expiration of this term, then an additional fee of FIVE HUNDRED DOLLARS (\$500.00) per day will be paid to Licenser until the site is returned to serviceable condition.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF,

Licensors has executed this Agreement as of the 13th day of November, 2019.

Licensee has executed this Agreement as of the _____ day of _____, 2019.

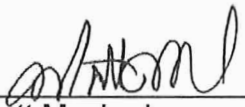

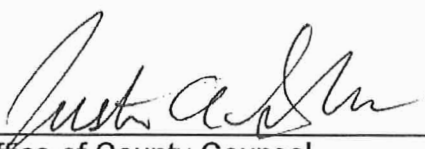
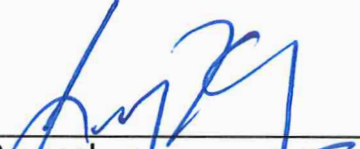

License accepted as stipulated herein: County of Santa Cruz Department of Public Works	License granted as stipulated herein: St. Paul & Pacific Railroad Company
 Matt Machado Deputy CAO, Director of Public Works	 Lon Van Gemert CEO
11/8/19 Date	11.13.19 Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
 Office of County Counsel	 Counsel
11/8/2019 Date	11.12.19 Date
	APPROVED AS TO INSURANCE:
	 Risk Management
	11.12.19 Date
	CONSENT: Santa Cruz County Regional Transportation Commission (SCCRTC)
	Guy Preston Executive Director
	Date

EXHIBIT A

Project Description and Design Drawings

Overview:

The proposed Aptos Creek Road railroad crossing **CPUC No. 017B-12.65, Federal DOT No. 768265B** has received California Public Utilities Commission (CPUC) authorization for the proposed project. The County of Santa Cruz will coordinate the award of construction to a qualified bidder. The overall project includes removal of existing railroad track, ties, ballast, and replacing it with a standard street railroad crossing of new concrete panels, ties, ballast, track, and a drainage system. Two Commission Standard 9 devices with crossing arms will be installed with a railroad preemption and warning system. ADA compliant pedestrian crossings will be included over the concrete panels on the west and east side of the railroad crossing. All new electrical equipment for all railroad crossing needs will also be provided with a new PG&E service. The affected crossing will remain within the existing railroad right-of-way.

The Soquel Drive and Aptos Creek Road intersection is designed as a three-way signal controlled intersection, with a new dedicated left turn lane on Soquel Drive, and a new dedicated left turn lane on Aptos Creek Road. Soquel Drive runs parallel to the rail line with a varying horizontal separation distance of approximately 10-20 feet. The signalized intersection will be interconnected with the new railroad crossing warning devices throughout this corridor to provide an overall three-crossing railroad preemption system.

Railroad Track Work:

The existing railroad track, ties, and ballast will be removed and replaced. In addition, the existing subgrade, up to 32 inches below top of rail, will be removed and re-compacted for a total of 90 linear feet through the Aptos Creek Road Crossing. New subgrade, ballast, ties, concrete panels, and railroad track will be installed. These improvements will be maintained by Progressive Rail, Inc.

Railroad Electrical Systems:

Electrical railroad crossing improvements include placing two Commission Standard 9 devices on the southbound (32-foot gate arm) and northbound (25-foot gate arm) approaches. A railroad signal house cabinet and internal equipment will be installed and new electrical service provided through PG&E. These improvements will require conduit runs, pull boxes and wiring along the railroad. Non-insulated joints will be placed at the required distances from the new railroad crossing improvements to activate the railroad preemption phase and related traffic signal phasing. The Commission Standard 9 devices and all related electrical systems for the operation of the crossing protection system will be operated and maintained by Progressive Rail, Inc.

Drainage System:

The drainage system includes approximately 479 LF of 18" HDPE storm drain pipe, 56 LF of 12" HDPE storm drain pipe, 24 LF of 6" PVC pipe, and 68 LF of 6" perforated PVC pipe. The storm drain pipe network will connect into an existing Type

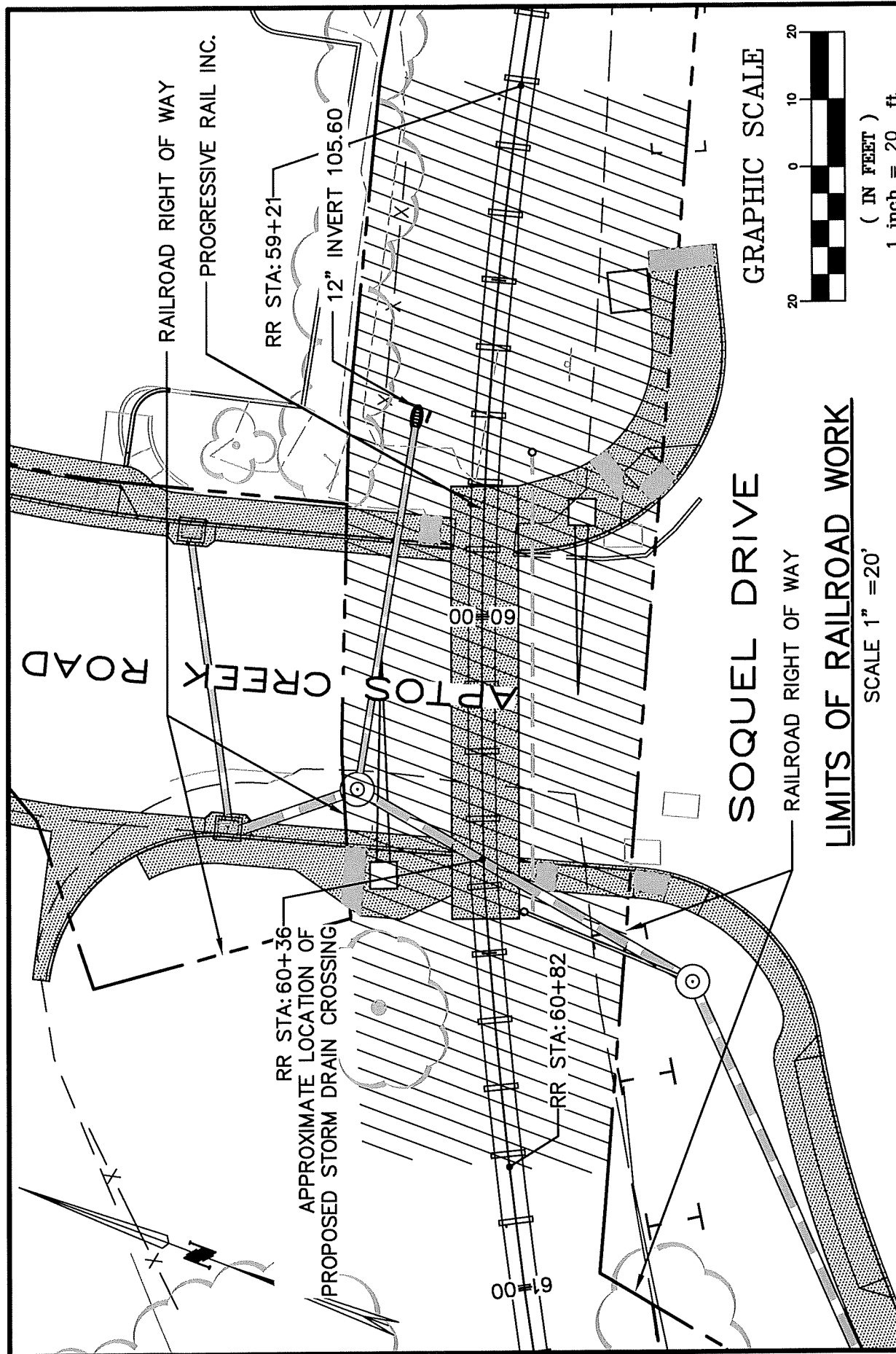
G0 drain inlet with 18" HDPE pipe downdrain into Aptos Creek. This existing drain inlet is located approximately 380 feet south-west of the Aptos Creek Road Crossing.

Two new drainage inlets are to be installed north of the crossing on Aptos Creek Road and two new drainage inlets will be installed on Soquel Drive. A single 12" mitered drain inlet with 12" HDPE pipe will be installed on the north-east corner of the crossing.

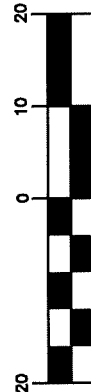
The storm drain system will be maintained by County of Santa Cruz maintenance crews.

Limits of Construction:

Exhibits B1 through B4 illustrate the limits of construction and various details for the above described systems and the road profile over the railroad crossing. Acceptance of these improvements are subject to review and approval by the Progressive Rail, Inc. field representative, and certified construction as-built plans will be provided to the Santa Cruz Regional Transportation Commission and Progressive Rail, Inc. at the end of the project.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

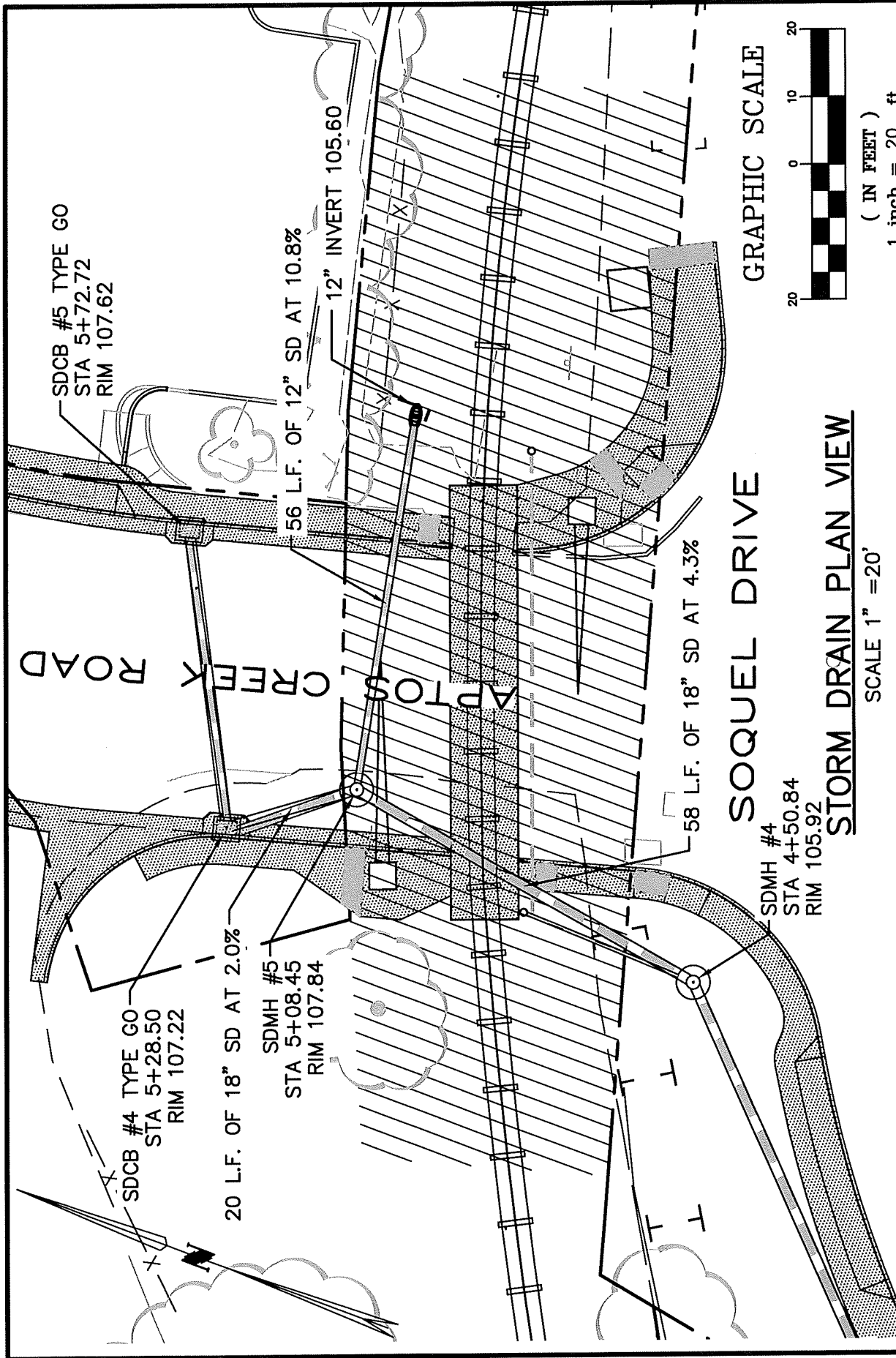
SOQUEL DRIVE

RAILROAD RIGHT OF WAY

LIMITS OF RAILROAD WORK

SCALE 1" = 20'

BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 3949 RESEARCH PARK CT., STE. 100, SOQUEL, CA 95073 (831) 428-3560	PROGRESSIVE RAIL INC. LIMITS OF RAILROAD WORK EXHIBIT B1	SCALE 1" = 20' DATE AUGUST 23, 2019 DRAWN CMM	JOB NO. 23675 DWG NAME APTOS CR EXH FILE NO. 23675
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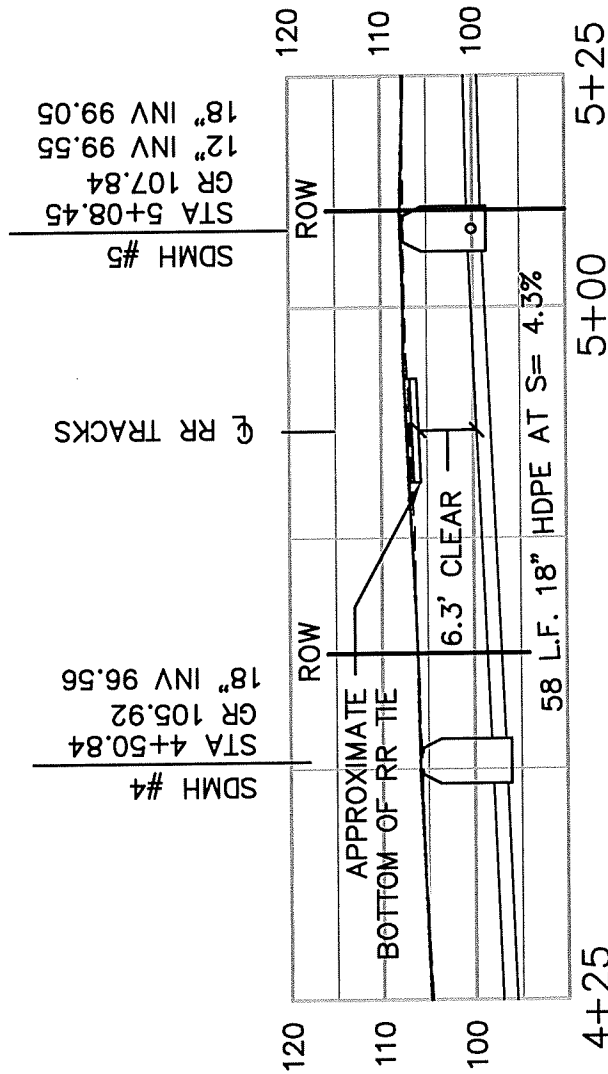


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 3949 RESEARCH PARK CT., STE. 100, SOQUEL, CA 95073 (831) 426-3560	SCALE 1" = 20' DATE AUGUST 23, 2019 DRAWN CMM	PROGRESSIVE RAIL INC. STORM DRAINAGE EXHIBIT B2	JOB NO. 23675 DWG NAME APTOS CR EXH FILE NO. 23675
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GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

STORM DRAIN PROFILE

SCALE 1" = 20' H & V

BOWMAN & WILLIAMS
CONSULTING CIVIL ENGINEERS
AND LAND SURVEYORS
3949 RESEARCH PARK CT., STE. 100, SOQUEL, CA 95073
(831) 426-3560

PROGRESSIVE RAIL INC.
STORM DRAINAGE EXHIBIT B3

SCALE 1" = 20'

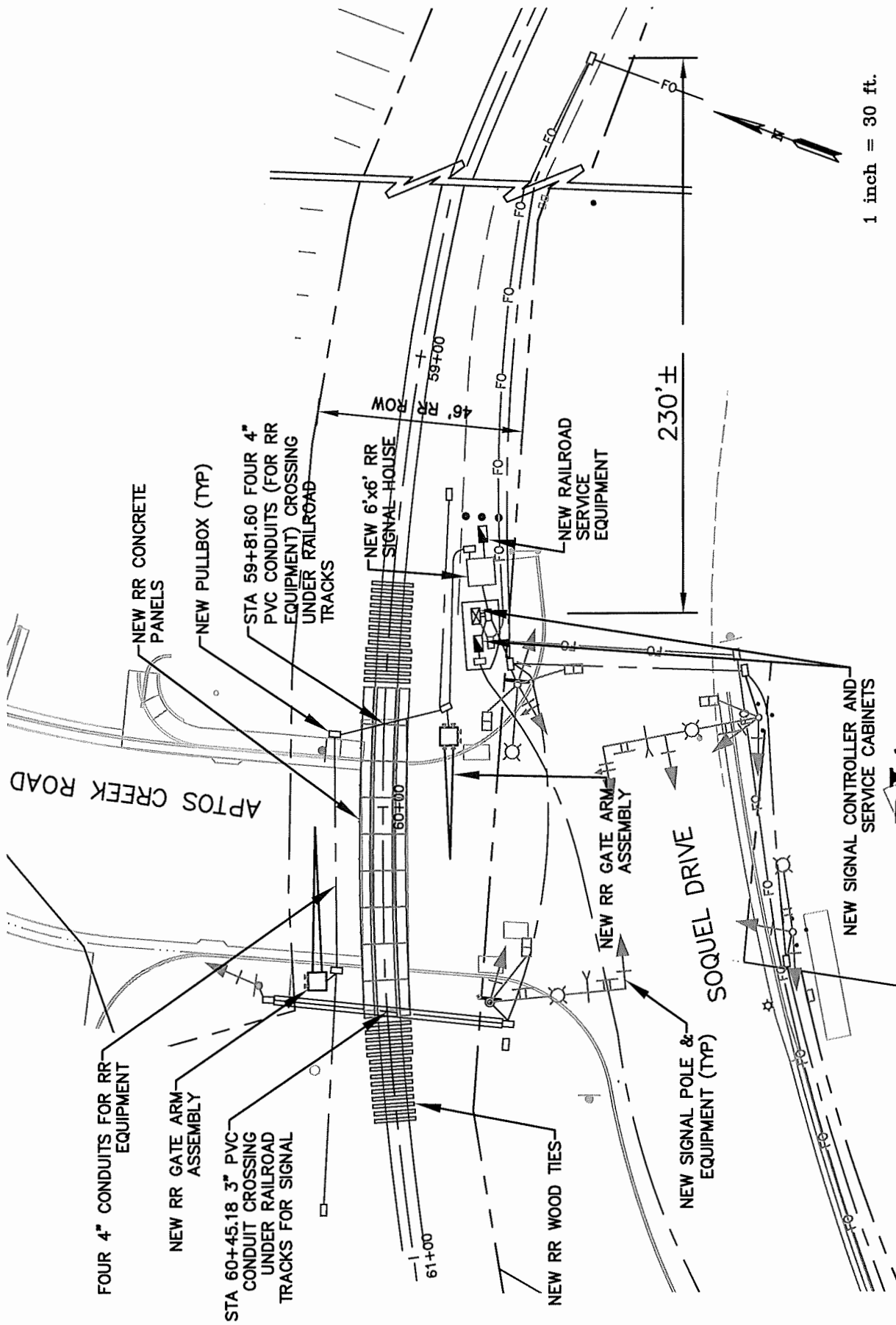
DATE AUGUST 23, 2019

DRAWN CMM

JOB NO. 23675

DWG NAME APTOS CR EXH

FILE NO. 23675



1 inch = 30 ft.

PROGRESSIVE RAIL, INC.
PROPOSED ELECTRICAL SYSTEMS
EXHIBIT B4

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS, PLANNERS, SURVEYORS
1000 UNIVERSITY AVE. SUITE 1000
PHOENIX, AZ 85024-0302
PHONE: (408) 848-0300 FAX: (408) 848-0302

EXHIBIT C

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Improvements shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("CPUC and Caltrain Specifications"), and the American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines, except for variances approved in advance in writing by the Licensor, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the Specifications or the additional requirements, the most restrictive will apply, subject to compliance with the Laws.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Improvements shall be done to the reasonable satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Improvements from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Chief Engineer, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Chief Engineer or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Improvements, and, in the event the Licensor provides such support, the Licensee shall

pay to the Licensor, within Thirty (30) days after bills shall have been rendered therefore, all reasonable expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

D. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE/ SUPERVISION / FLAGGING / SAFETY.

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Improvements. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JEANNIE McGOVERN CONTRACTS MANAGER PROGRESSIVE RAIL, INC. 21778 HIGHVIEW AVENUE LAKEVILLE, MN 55044 (612)271-2592 JMcGovern@progressiverail.com	NIK SHEPARD GENERAL MANAGER CROSSINGS & SIGNALS PROGRESSIVE RAIL, INC. 21778 HIGHVIEW AVENUE LAKEVILLE, MN 55044 (715)379-4686 nshepard@progressiverail.com
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B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working

days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until protection is provided against the movement of trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such reasonable expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with existing Santa Cruz & Monterey Bay Railway Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period

required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensors safety standards listed in **Exhibit E** to this agreement, to ensure uniformity with the safety standards followed by Licensors own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit E** to each of its employees before they enter the job site

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensors of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensors, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensors, Licensee shall deliver to Licensors a copy of its safety plan for conducting the work (the "Safety Plan"). Licensors shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Improvements, excepting those Improvements outlined in Article 1, including any expense which may be incurred by the Licensors in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF IMPROVEMENTS.

A. The license herein granted is subject to the needs and requirements of the Licensors in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Improvements, or move all or any portion of the Improvements to such new location, or remove the Improvements from the Licensors' property, as the Licensors may designate, whenever, in the furtherance of its needs and requirements, the Licensors, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Improvements on property of the Licensors in the location hereinbefore described shall, so far as the Improvements remains on the property, apply to the Improvements as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Improvements, excepting those Improvements outlined in Article 1, and all parts thereof within and outside of the limits of the property of the Licensors shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensors and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensors' property without the prior written approval of Licensors.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensors' trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensors.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least twenty-five (25) feet from the centerline of Licensors' nearest track.

E. Operations of Licensors and work performed by Licensors' personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensors and third parties so as to avoid interference with railroad operations. The safe operation of Licensors' train movements and other activities by Licensors take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. All existing known fiber optics on site will be protected.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL: TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Improvements, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Improvements, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Improvements or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Improvements, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other authorized railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage,

claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW AND TO THE EXTENT CAUSED BY LICENSEE'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR THAT OF LICENSEE'S CONTRACTOR, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE IMPROVEMENTS, EXCEPTING THOSE IMPROVEMENTS OUTLINED IN ARTICLE 1, OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE IMPROVEMENTS, EXCEPTING THOSE IMPROVEMENTS OUTLINED IN ARTICLE 1, OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER;

6. LICENSEE'S BREACH OF THIS AGREEMENT.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF IMPROVMENTS UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Improvements, excepting those Improvements outlined in Article 1, from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Improvements. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted for the Improvements for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (A) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT D
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing Santa Cruz County Regional Transportation Commission (SCCRTC) as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Santa Cruz County Regional Transportation Commission (SCCRTC)" as the Designated Job Site.

C. **Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

OTHER REQUIREMENTS

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

SELF INSURANCE

K. Notwithstanding any of the foregoing insurance requirements, Licensor may waive any or all of the foregoing insurance requirements upon Licensee's demonstration that Licensee is legally self-insured and pursuant to said self-insurance program meets or exceeds the foregoing insurance requirements.

EXHIBIT E

Safety Standards

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles, has a defined heel and a safety reinforced toe.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal. Boots must be lace up, slip on type is not permitted.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment.
 - 15 feet of power operated tools.

- 150 feet of jet blowers or pile drivers.
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs).
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the

engine and properly secure the equipment against movement.

- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

Progressive Rail Inc.
Guidelines for Document Submission
Work taking place within the SPP Railroad Right of Way

Required Documents

Property Owner - SCCRTC Right of Entry Application

A Completed Right of Entry Application from the RTC is required for all work within the ROW and must be submitted to the Railroad prior to the Railroad permitting process.

Operating Railroad - Application for Right of Entry - Right of Way Release Form - Certificate of Insurance (COI)

The above-mentioned documents must be completed and submitted to our office for processing prior to any work taking place within the Railroad Right of Way. **This means work of any kind within 25' of the Rail.**

Application for Right of Entry (Attached)

The one-time Application Processing Fee is: \$500.00

This Application is to be completed and returned via email, as well as Mailing a hard copy via Courier with the payment.

Right of Way Release Form (Attached)

This is to be completed, including the projected date/dates of work, and returned via email.

This form is directly linked to the required Flagging Protection that is required to be provided by the Railroad.

The Flagging Charges will be assessed to the Contractor submitting the Right of Way Release Form.

Flagging for this project will be assessed at the rate of \$1,000.00/day; the Flagging Rate for Govt. Projects is \$500/day

The definition of a "Day": Normal Hours of Operation – 8 hours Total

Any Flagging work required outside of the Normal Hours of Operation (7:30am to 3:30pm) and/or more than 8 hours total will result in the assessment of a second "Day" Flagging charge.

Flagging is required when any work will take place within 25' of the nearest rail.

Flagging arrangements must be made via email with the Railroad Contact listed below, a minimum of 72 hours/3 Business days prior to the start of work planned within the Railroad Right of Way.

Note:

If there is a "General Contractor" for the project, that Contractor should be the one filling out and submitting the documents. All work presumed to take place within the Railroad Right of Way is to be outlined as "Scope of Work" in the Right of Entry Application. The Railroad Right of Way Release form is required for all projects. Each Contractor is required to submit one for each project (Date Specific) unless there is a General Contractor responsible for the entire Project and its Sub-Contractors.

However, a COI for the General Contractor and ALL Sub Contractors must be submitted. The COI is explained below.

○ **Certificate of Insurance (COI)**

A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of 2 Million Dollars in Liability Coverage is possessed by that Contractor as well as the GL policy should include the CG2417 or equivalent "Contractual Liability – Railroads". Progressive Rail, Inc. shall be the certificate holder on each COI. Each COI must be submitted via email.

Railroad Contact Information

Please submit emails to: jmcgovern@progressiverail.com and nshepard@progressiverail.com

Contact for Flagging:

Nikolas Shepard

General Manager of Crossings & Signals

Progressive Rail Inc.

Cell – 1(715)379-4686

Mailing Address:

ATTN: Jeannie McGovern

Progressive Rail Inc.

21778 Highview Ave.

Lakeville, MN 55044

**PROGRESSIVE RAIL INCORPORATED
RIGHT-OF-WAY RELEASE FORM**

In consideration of Progressive Rail Incorporated, hereinafter referred to as CARRIER, solely as an accommodation to me (us), permitting me (us) the undersigned permission to enter the right-of-way on or about (Date) _____, on CARRIER'S line of railroad at or near (Road name) _____ in (City) _____ (Mile Post _____), hereby waive all claims for, and release CARRIER from any damages or penalties by reason of my being injured or killed, or suffering loss of or damage to any of my property or effects, while on or attempting to board or alight from said train, or while on or about any of CARRIER'S premises or facilities, whether such injury, death, loss or damage be caused by the carelessness or negligence of CARRIER or of the officers, agents, servants or employees thereof, or otherwise; and I further agree to wholly indemnify and forever save harmless CARRIER, and the successors, assigns, officers, agents, servants and employees thereof, from and against any such claim; and I hereby agree that this release may be pleaded as a complete defense to any action for damages or penalties which may be brought, instituted or taken by me, my heirs, executor administrator, widow, child or children, against CARRIER or the successors, assigns, officers, agents, servants or employees thereof.

Flagging requests require a minimum three business (3) day notice prior to scheduling personnel. Contact Nik Shepard @ 1-715-379-4686 for all Flagging Requests.

The fee for the required Flagging protection will be assessed at the rate of:

\$500.00/Day (Government Work) - \$1,000.00/Day (All other Work) - "Day" is described as 8 hours. Work requiring Flagging of more than 8 Hours will be assessed as an additional Day. I have hereunto affixed my signature and agree to all charges incurred upon invoicing.

Dated: _____

Company: _____

Address : _____

Phone Number: _____

Printed Name: _____

Signature: _____

+++++

Approved: _____

Nik Shepard
General Manager – Crossings & Signals
Progressive Rail Inc.

APPLICATION – RIGHT OF ENTRY

Application Fee-\$500 (non-refundable)

Please allow 30-45 days for processing

1. Name of Licensee _____

(Exact Name of the Owner of the Utility)

State of Incorporation _____ ; if not incorporated, please list entity's legal status

2. Address, email, phone and Fax number of Licensee

Address _____

Email _____ Phone _____ Fax _____

3. Name, address and phone number of individual to whom agreement is to be mailed *(if different than Item 2.)* _____

4. Contact information for individual to contact in the event of questions.

Email _____ Phone _____ Fax _____

5. Project site location: (City, County and State)

6. Railroad site location information:

(Railroad Mile Post, Subdivision, or any other pertinent location detail.)

7. Project Timeline for use of Railroad Company's property:

Start Date: _____ Stop Date: _____

8. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?

() No () Yes *(If Yes, a Flagman will be required on site at your cost.)*

9. Will there be any excavation involved?

() No () Yes *(If Yes, include shoring plans within Railroad standards.)*

10. Purpose of your request:

(This must be detailed & complete; attach engineering plans, shoring plans and any pertinent supporting details, including maps or prints.)

Project Sub-Contractor List

List all Sub-Contractors that will be working within the Railroad RoW as part of this project below:

1. Company Name: _____
Address: _____
Contact Name: _____ Number: _____

2. Company Name: _____
Address: _____
Contact Name: _____ Number: _____

3. Company Name: _____
Address: _____
Contact Name: _____ Number: _____

4. Company Name: _____
Address: _____
Contact Name: _____ Number: _____

5. Company Name: _____
Address: _____
Contact Name: _____ Number: _____

NOTE: Be sure to include an up to date copy of each Contractors Certificate of Insurance with your submission of this application.

Additional Fees and charges may be applicable to your request.
These charges cannot be determined until your project is approved.

Remit this Application for Right of Entry to:

PROGRESSIVE RAIL, INC
21778 HIGHVIEW AVENUE
LAKEVILLE, MN 55044
ATTN: Jeannie McGovern

SED/TYR/PWK/MDR/AGG/RXM/FKO/vdl

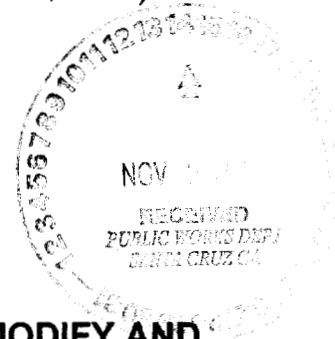
Date of Issuance 11/12/2014

Decision 14-11-007 November 6, 2014

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the County of Santa Cruz for an order authorizing County to convert an existing at-grade crossing at Aptos Creek Road (CPUC No. 017B-12.65-X, SCR-1103, Federal DOT No. 768265B) from a private crossing to a public crossing and to construct roadway improvements, a traffic signal with railroad pre-emption, and railroad crossing gates at the tracks of Santa Cruz and Monterey Bay Railway (MP 12.65) in the County of Santa Cruz, State of California.

Application 14-04-009
(Filed April 4, 2014)



**DECISION AUTHORIZING THE COUNTY OF SANTA CRUZ TO MODIFY AND
CONVERT AN EXISTING PRIVATE AT-GRADE HIGHWAY-RAIL CROSSING
TO A PUBLIC AT-GRADE HIGHWAY-RAIL CROSSING OVER THE TRACKS
OF THE SANTA CRUZ AND MONTEREY BAY RAILWAY IN AN
UNINCORPORATED AREA OF COUNTY OF SANTA CRUZ**

Summary

This decision grants the County of Santa Cruz authorization to modify and convert the existing private at-grade Aptos Creek Road highway-rail crossing to a public at-grade highway-rail crossing over the Santa Cruz and Monterey Bay Railway tracks in an unincorporated area of Santa Cruz County. The existing crossing is identified as California Public Utilities Commission Crossing Number 017B-12.65-X, and United States Department of Transportation Number 768265B.

This proceeding is closed.

The County will include the following features in the construction of the crossing:

- Precast concrete panel crossing surface;
- Left turn pocket for southbound Aptos Creek Road;
- Bicycle paths on both crossing approaches;
- New curb and gutter;
- Enhanced signing and pavement markings in compliance with the CA MUTCD;
- Americans with Disabilities Act (ADA) compliant detectable warning tactile stripes and sidewalks at each pedestrian approach to the track;
- Two curb mounted Commission Standard 9 (flashing light signal assemblies with automatic gates) warning devices with additional pair of flashing lights aimed for traffic along east and westbound Soquel Drive approaches;
- Two interconnected R3-1 (Active) "NO RIGHT TURN" train activated blank out signs pointed for westbound Soquel Drive;
- Signalized intersection of Aptos Creek Road and Soquel Drive with a pre-signal and providing railroad preemption for southbound motorists;
- Crosswalks with ADA compliant curb ramps and sidewalk landings at the Aptos Creek Road and Soquel Drive intersection; and
- Closing the pedestrian pathway on the southeast quadrant of the Aptos Creek Road crossing with a pedestrian barricade along with standard R9-3a signage to prevent trespassing along westbound Soquel Drive.

The County will also install an additional loop detector interconnected with the Aptos Creek Road and Soquel Drive intersection on the westbound Soquel Drive approach. When activated, the loop detector will provide a green signal for westbound Soquel Drive motorists to reduce congestion on Soquel Drive and at the nearby proposed Parade Street and at the existing at-grade Trout Gulch Road crossings. The County separately requested authorization for the new Parade Street at-grade crossing in A.14-04-010.

Environmental Review and CEQA Compliance

The California Environmental Quality Act of 1970 (CEQA), as amended, Public Resources Code Section 21000, et seq.) applies to discretionary projects to be carried out or approved by public agencies. A basic purpose of CEQA is to inform governmental decision-makers and the public about potential, significant environmental effects of the proposed activities. Since the project is subject to CEQA and the Commission must issue a discretionary decision in order for the project to proceed (i.e., the Commission has the exclusive authority to approve the project pursuant to Section 1202 of the Public Utilities Code), the Commission must consider the environmental consequences of the project by acting as either a lead or responsible agency under CEQA.

The lead agency is either the public agency that carries out the project,¹ or the one with the greatest responsibility for supervising or approving the project

¹ CEQA Guidelines (Title 14 of the California Code of Regulations), Section 15051(a).

as a whole.² Here, the County is the lead agency for this project, and the Commission is a responsible agency because it has jurisdiction to issue a permit for the project. As a responsible agency under CEQA, the Commission must consider the lead agency's environmental documents and findings before acting on or approving this project.³ Also, as a responsible agency, the Commission is responsible for mitigating or avoiding only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve.⁴

The project to modify the Aptos Creek Road crossing is part of the larger Aptos Village Project. On November 16, 2009, the County issued an Environmental Review Initial Study (EIS) for the Aptos Village Project. On November 13, 2011, the County adopted a Mitigated Negative Declaration (MND) for the project. The County filed the Notice of Determination (NOD) on October 1, 2012, with the State Office of Planning and Research, determining that the project will not have a significant effect on the environment. Mitigation measures were made a condition for the project.

Impacts identified under CEQA relating to the rail-crossing aspect of the overall project are within the scope of the Commission's jurisdiction. The EIS

² CEQA Guidelines (Title 14 of the California Code of Regulations), Section 15051(b).

³ CEQA Guidelines, Sections 15050(b) and 15096.

⁴ CEQA Guideline Section 15096(g).

found that there would be no impact or a less than significant impact from the project, except for Transportation/Traffic, where the EIS found a less than significant impact with mitigation incorporation. The EIS required mitigation measures for intersections with an existing Level of Service of E or F. The Aptos Creek Road crossing adjacent to the Aptos Creek Road and Soquel Drive intersection study showed it had a PM Level of Service of E, which required mitigation measures. Mitigation measures include the installation of traffic signals, adding a dedicated left turn lane for southbound Aptos Creek Road, and working with the SCX to address safety concerns.

The Commission finds the proposed mitigation measures feasible and reasonable. The Commission reviewed and considered the County's EIS, MND, and NOD as they relate to the at-grade crossing and finds them adequate for our decision-making purposes.

Filing Requirements and Staff Recommendation

The application is in compliance with the Commission's filing requirements, including Rule 3.7 of the Rules of Practice and Procedure, which relates to the construction of a public highway across a railroad.

The Commission's Safety and Enforcement Division - Rail Crossings Engineering Branch has inspected the site of the crossing, reviewed and analyzed the plans submitted with the application, and recommends that the requested authority to modify the subject crossing be granted for a period of three years.

Categorization and Need for Hearings

In Resolution ALJ 176-3334, dated April 10, 2014, the Commission preliminarily categorized this application as ratesetting, and preliminarily determined that hearings were not necessary. No protests have been received. There is no apparent reason why the application should not be granted. Given

these developments, a public hearing is not necessary, and it is not necessary to disturb the preliminary determinations.

Waiver of Comment Period

This is an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to Section 311(g)(2) of the Public Utilities Code and Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure, the otherwise applicable 30-day period for public review and comment is waived.

Assignment of Proceeding

Denise Tyrrell is the assigned Examiner in this proceeding.

Findings of Fact

1. Notice of the application was published in the Commission's Daily Calendar on April 8, 2014.
2. The County requests authority, under Public Utilities Code Sections 1201-1205, to modify and convert the private Aptos Creek Road at-grade, highway-rail crossing over the SCX tracks into a public at-grade, highway-rail crossing in the unincorporated area of Santa Cruz County. The crossing will be identified as CPUC Crossing No. 017B-12.65, U.S. DOT No. 768265B.
3. The County is the lead agency for this project under CEQA, as amended.
4. The County prepared an EIS, titled *Aptos Village Project*, dated November 16, 2009, for this project. The EIS determined the Aptos Creek Road and Soquel Drive intersection operates at an existing PM Level of Service of E.
5. The County adopted the MND for the project on November 13, 2011.
6. On October 1, 2012, the County filed the NOD.
7. The Commission is a responsible agency for this project and has reviewed and considered the lead agency's EIS, MND, and NOD.
8. Mitigation measures were made a condition of approval for the project.

9. Regarding transportation/traffic impacts, mitigation measures include installation of traffic signals at the Aptos Creek Road and Soquel Drive intersection, adding a dedicated left turn lane for southbound Aptos Creek Road, and working with the railroad to address safety concerns at the Aptos Creek Road highway-rail crossing.

Conclusions of Law

1. Safety, traffic, noise and other impacts related to the highway-rail crossing are areas within the scope of the Commission's permitting process.
2. The project will not have a potential significant effect on the environment.
3. The Commission finds the mitigation measures adopted in the EIS reasonable and feasible.
4. The EIS, MND, and NOD reflect the Commission's independent judgment and analysis.
5. The EIS, MND, and NOD are adequate for our decision-making purposes.
6. The EIS, MND, and NOD were completed in compliance with CEQA.
7. The application is uncontested and a public hearing is not necessary.
8. The application should be granted as set forth in the following Order.

O R D E R

IT IS ORDERED that:

1. The County of Santa Cruz is authorized to modify and convert the private Aptos Creek Road at-grade highway-rail crossing into public at-grade highway-rail crossing, over the Santa Cruz and Monterey Bay Railway tracks at milepost 12.56, in the unincorporated area of Santa Cruz County.
2. The new Aptos Creek Road at-grade public crossing shall have the crossing treatments and configuration described in this decision and specified in

the application and its attachments. The new public Aptos Creek Road at-grade highway-rail crossing shall be identified as California Public Utilities Commission Crossing Number 017B-12.65, and United States Department of Transportation Number 768265B.

3. The County of Santa Cruz shall comply with all applicable rules, including California Public Utilities Commission General Orders, the United States Department of Transportation's Americans with Disabilities Act Standards for Transportation Facilities and the California Manual on Uniform Traffic Control Devices.

4. Santa Cruz and Monterey Bay Railway shall ensure that Emergency Notification Signs are installed to comply with Title 49, Code of Federal Regulation Section 234.309.

5. The County of Santa Cruz shall notify the California Public Utilities Commission's Safety Enforcement Division - Rail Crossings Engineering Branch at least five business days prior to opening of the crossing for public use. Notification should be made to rceb@cpuc.ca.gov.

6. Within 30 days after completion of the work under this order, the County of Santa Cruz shall notify the California Public Utilities Commission's Safety and Enforcement Division - Rail Crossings Engineering Branch in writing, by submitting a completed California Public Utilities Commission Standard Form G (*Report of Changes at Highway Grade Crossings and Separations*), of the completion of the authorized work. Form G requirements and forms can be obtained at the California Public Utilities Commission web site Form G page at <http://www.cpuc.ca.gov/PUC/safety/Rail/Crossings/formg.htm>. This report may be submitted electronically to rceb@cpuc.ca.gov.

7. Within 30 days after completion of the work under this order, the Santa Cruz and Monterey Bay Railway shall notify the Federal Railroad Administration of the existence of the crossings by submitting a United States Department of Transportation CROSSING INVENTORY FORM, form FRA F6180.71. A copy shall be provided concurrently to the California Public Utilities Commission's Safety and Enforcement Division - Rail Crossings Engineering Branch. This copy of the form may be submitted electronically to rceb@cpuc.ca.gov.

8. This authorization shall expire if not exercised within three years, unless time is extended or if the above conditions are not satisfied. The California Public Utilities Commission may revoke or modify this authorization if public convenience, necessity, or safety so requires.

9. A request for extension of the three-year authorization period must be submitted to the California Public Utilities Commission's Safety and Enforcement Division - Rail Crossings Engineering Branch at least 30 days before the expiration of that period. A copy of the request must be sent to all interested parties.

10. The application is granted as set forth above.

11. Application 14-04-009 is closed.

This order is effective today.

Dated November 6, 2014, at Bakersfield, California.

MICHAEL R. PEEVEY

President

MICHEL PETER FLORIO

CATHERINE J.K. SANDOVAL

CARLA J. PETERMAN

MICHAEL PICKER

Commissioners

	ROUTE DATA	COPY	ATT.
1	DIRECTOR	✓	
	ASST. DIR. SPEC. SVCS.		
	RECYCLING/SOLID WASTE		
	LANDFILL OPERATIONS		
	WATER CON/FLOOD CONT.		
	STORM WATER MANG.		
	CONSTRUCTION ENG.		
	SANITATION ENG.		
	WATER & WASTEWATER		
2	ASST. DIR. TRANSPORT.	✓	
	ROAD OPS. ENG.		
	PERMITS / ENCROACH.		
	DRAINAGE OPERATIONS		
	RD. MAINT. OPERATIONS		
	RDA ENG.		
	ROAD DESIGN ENG.		
	SURVEY / DEVELOPMENT.		
	TRANSP / RD. PLANNING	✓	✓
3	ASST. DIR. ADMIN. SVCS.		
	REAL PROPERTY / FLEET		
	CSA / PRGM ADMIN.		
	SAFETY OFFICER / LIVE OAK P.		
	PERSONNEL / MIS		

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

RESOLUTION TED 264
Safety and Enforcement Division

RESOLUTION

GRANTING EXTENSION OF TIME TO CONVERT EXISTING PRIVATE AT-GRADE HIGHWAY-RAIL CROSSING AT APTOS CREEK ROAD IDENTIFIED AS CPUC CROSSING NO. 017B-12.65-X AND U.S. DOT CROSSING NUMBER 768265B TO A PUBLIC AT-GRADE HIGHWAY-RAIL CROSSING OVER THE TRACKS OF THE SANTA CRUZ AND MONTEREY BAY RAILWAY SANTA CRUZ INDUSTRIAL LEAD IN UNINCORPORATED SANTA CRUZ COUNTY.

By a letter dated December 27, 2017, the County of Santa Cruz (County) requested an extension of time from November 6, 2017, to November 6, 2019, to comply with the provisions of Decision (D.) 14-11-007, dated November 6, 2014, in Application 14-04-009.

D.14-11-007, effective November 6, 2014, authorized the County to modify and convert an existing private at-grade highway-rail crossing (crossing) to a public crossing. The crossing, located at Aptos Creek Road in Unincorporated Santa Cruz County, travels over the Santa Cruz and Monterey Bay Railway (SCX) Santa Cruz Industrial lead tracks and is identified as California Public Utilities Commission Crossing No. 017B-12.65-X and United States Department of Transportation Crossing No. 768265B. The expiration date set forth in D.14-11-007 was November 6, 2017.

The project encountered hazardous materials issues requiring the County to create a Soil Management Plan “to properly manage and dispose of Hazardous Materials.” The County anticipates design and construction to begin in late 2018.

While the decision authorization period expired November 6, 2017, the Safety and Enforcement Division’s Rail Crossings Engineering Branch (RCEB) finds that there has been no substantial change in circumstances since granting of the original authority and the County’s request has merit. RCEB recommends the issuance of this resolution. The Santa Cruz Regional Transportation Commission (SCCRTC) owns the subject rail line and SCX has operating rights over the rail line. SCCRTC and SCX have offered no objections to granting this time extension.

IT IS RESOLVED that the County of Santa Cruz is granted a two-year extension of time from November 6, 2017 to November 6, 2019, to exercise authority granted in Decision (D.) 14-11-007. In all other respects, D.14-11-007 shall remain in full force and effect.

This resolution is issued pursuant to Resolution ET-1367 and memorandum by the Executive Director dated April 6, 1988, and is effective today, 6/20/18.



Elizaveta Malashenko
Director, Safety and Enforcement Division

cc: Luis Pavel Mendez
Deputy Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Ave
Santa Cruz, CA 95060-3911

Kevin Busath
Vice President
Santa Cruz and Monterey Bay Railway
118 South Clinton Street
Suite 400
Chicago, IL 60661

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

RESOLUTION TED 266

Rail Safety Division

RESOLUTION

GRANTING EXTENSION OF TIME TO CONVERT AN EXISTING PRIVATE AT-GRADE HIGHWAY-RAIL CROSSING AT APTOS CREEK ROAD IDENTIFIED AS CPUC CROSSING NO. 017B-12.65-X AND U.S. DOT CROSSING NUMBER 768265B TO A PUBLIC AT-GRADE HIGHWAY-RAIL CROSSING OVER THE TRACKS OF THE PROGRESSIVE RAIL SANTA CRUZ INDUSTRIAL LEAD IN UNINCORPORATED SANTA CRUZ COUNTY.

By a letter dated September 10, 2019, the County of Santa Cruz (County) requested an extension of time from November 6, 2019, to November 6, 2021, to comply with the provisions of Decision (D.) 14-11-007, dated November 6, 2014, in Application 14-04-009.

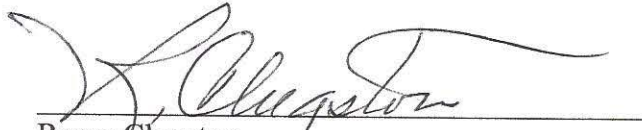
D.14-11-007, effective November 6, 2014, authorized the County to modify and convert an existing private at-grade highway-rail crossing (crossing) to a public crossing. The crossing, located at Aptos Creek Road in Unincorporated Santa Cruz County, travels over the Progressive Rail (PGR) Santa Cruz Industrial lead track and is identified as California Public Utilities Commission Crossing No. 017B-12.65-X and United States Department of Transportation Crossing No. 768265B. The expiration date set forth in D.14-11-007 was November 6, 2017.

The County requested an initial time extension on December 27, 2017, because the project encountered hazardous materials issues requiring the County to create a Soil Management Plan. This time extension request was authorized with TED-264 on June 20, 2018, extending the expiration date to November 6, 2019. The County is requesting a second time extension because the Soil Management Plan is "still being prepared to properly manage and dispose of Hazardous Materials." The County anticipates design and construction to begin in Spring 2020.

The Rail Safety Division's Rail Crossings and Engineering Branch (RCEB) finds that there has been no substantial change in circumstances since granting of the original authority and the County's request has merit. RCEB recommends the issuance of this resolution. The Santa Cruz Regional Transportation Commission (SCCRTC) owns the subject rail line and PGR has operating rights over the rail line. SCCRTC and PGR concurs with granting this time extension.

IT IS RESOLVED that the County of Santa Cruz is granted a two-year extension of time from November 6, 2019 to November 6, 2021, to exercise authority granted in Decision (D.) 14-11-007. In all other respects, D.14-11-007 shall remain in full force and effect.

This resolution is issued pursuant to Resolution ET-1367 and memorandum by the Executive Director dated April 6, 1988, and is effective today, *October 23, 2019*



Roger Clugston
Director, Rail Safety Division

cc: Luis Pavel Mendez
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**Santa Cruz County Regional Transportation Commission
THREE MONTH MEETING SCHEDULE**

**December 2019
Through
February 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/

Meeting Date	Meeting Day	Meeting Type	Meeting Time	Meeting Place
12/05/19	Thursday	Regional Transportation Commission	9:00 am	County Board of Supervisors Chambers
12/9/19	Monday	Bicycle Advisory Committee	6:00 pm	Commission Offices
12/10/19	Wednesday	Elderly & Disabled TAC	1:30 pm	Commission Offices
12/19/19	Thursday	Transportation Policy Workshop	9:00 am	Commission Offices
12/19/19	Thursday	Interagency Technical Advisory Committee	1:30 pm	Commission Offices
01/16/20	Thursday	Regional Transportation Commission	9:00 am	City of Santa Cruz Council Chambers
01/16/20	Thursday	Interagency Technical Advisory Committee	1:30 pm	Commission Offices
02/6/20	Thursday	Regional Transportation Commission	9:00 am	City of Watsonville Council Chambers
2/10/20	Tuesday	Bicycle Advisory Committee	6:00 pm	Commission Offices
2/11/20	Tuesday	Elderly & Disabled TAC	1:30 pm	Commission Offices
2/13/20	Thursday	Budget and Administration/Personnel	3:00 pm	Redwood Room, SC County Building
02/20/20	Thursday	Interagency Technical Advisory Committee	1:30 pm	Commission Offices
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				
County of Santa Cruz Redwood Room-701 Ocean St-5th floor-Santa Cruz, CA				

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PROJECT UPDATE – SANTA CRUZ COUNTY

PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

PROJECTS UNDER CONSTRUCTION								
Project	Location Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager (Resident Engineer)	Contractor	Comments
1. Santa Cruz 1 CAPM and Bridge Rails (1C85U)	In and near Santa Cruz from North Aptos up to Jct. Route 9 PM (10.2 to 17.5)	Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge	June 2, 2019 – May 2020	\$19 million	SHOPP	Luis Duazo	Granite Construction Company Watsonville, CA	Construction is underway and scheduled for completion in Fall 2020.
2. Highway 9 Spring Creek Road Soldier Pile Wall (1K140)	Near Boulder Creek at Spring Creek Road (PM 15)	Construct Soldier pile wall restore roadway and facilities, place water pollution control BMPs, erosion control	Summer 2019	\$2.8 million	SHOPP	Doug Hessing	Gordon N. Ball, Inc. Alamo, CA	Construction is scheduled to be completed by the end of 2019.
3. Highway 9 Shoulder Widening, Guardrail Upgrades, and Center Rumble Strips (1C650)	North of Boulder Creek to south of SR 35 (PM 22.1-23.8)	Shoulder widening, guardrail upgrades, and center rumble strips	March 18, 2019	\$7.7 million	SHOPP	Doug Hessing	Granite Construction Company Watsonville, CA	Construction started March 18, 2019 and is scheduled to be completed December 2020.
4. Highway 17 Pasatiempo Shoulder Widening (1C670)	South of Pasatiempo overcrossing (PM 0.2/0.5)	Shoulder widening and soil nail wall	Spring 2019-Summer 2020	\$5.7 million	SHOPP	Luis Duazo	Graniterock Company Watsonville, CA	Retaining wall construction has begun and project is scheduled to be substantially complete by Summer 2020.
5. Highway 17 North Route 17 CAPM (1F760)	Scotts Valley from just north of the Granite Creek Road overcrossing to SCL (PM 6.0/12.5)	Maintenance pavement overlay	Spring 2019	\$19 million	SHOPP SB-1	Doug Hessing	Granite Construction Company, Watsonville, CA	Construction is underway and is scheduled to be completed by the end of 2019.



PROJECT UPDATE – SANTA CRUZ COUNTY

PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

PROJECTS UNDER CONSTRUCTION (Cont'd.)								
Project	Location Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager (Resident Engineer)	Contractor	Comments
6. Pedestrian Signal Upgrades (1G160)	Various Locations: Highways 1, 9, 17, 129, and 152	Install Accessible Pedestrian Signal (APS)	January 2020 – Summer 2020	\$ 1.8 million	SHOPP	Mike Lew	Crosstown Electrical & Data, Inc	The project was awarded to Crosstown Electrical & Data, Inc and is scheduled to begin early in 2020.

PROJECTS IN DEVELOPMENT								
Project	Location Post Mile (PM)	Description	Construction Timeline	Estimated Construction Cost	Funding Source	Project Manager	Phase	Comments
7. Highway 1 Soquel Creek Scour Protection (1H480)	In Capitola at Soquel Creek Bridge (PM 13.3)	Bridge preventative maintenance – Place scour protection	Winter 2022	\$2.2 million	SHOPP	Luis Duazo	PA&ED	
8. TMS Detection Repair (1H990)	Various locations throughout District 5 along SRs 1, 17, 68, 156, 101 (PM Various)	Replace failed TMS Detection	Summer 2020	\$451,000	SHOPP SB-1	Brandy Rider	PS&E/RW	Project is in Design.
9. Highway 1/ Highway 17 Ramp Safety Improvements (1H060)	From the fishhook to Pasatiempo overcrossing (PM 16.7)	Construct ramp safety improvements	May 2020	\$5.8 million	SHOPP	Luis Duazo	PS&E/RW	



PROJECT UPDATE – SANTA CRUZ COUNTY

PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

PROJECTS IN DEVELOPMENT (Cont'd.)									
	Project	Location Post Mile (PM)	Description	Construction Timeline	Estimated Construction Cost	Funding Source	Project Manager	Phase	Comments
10.	Highway 1 Davenport Culvert Replacement (0J200)	Near Davenport and south of Waddell Creek Bridge (PM 31.9/35.7)	Replace culverts	Fall 2021	\$3.6 million	SHOPP SB-1	Doug Hessing	PA&ED	Project is in preliminary Design and environmental phase.
11.	SCr 9 South Drainage and Erosion Control Improvements (1F920)	From SR 1 and 9 to slightly north of Glen Arbor Road (PM 0.0/8.5)	Upgrade drainage systems and stabilize slopes	Fall 2020	\$2 million	SHOPP	Doug Hessing	PS&E/RW	Project is in Design.
12.	Highway 9 PM 1.0 and 4.0 Viaduct (1K120)	Near SCr north of Vernon Street (PM 1/1)	Construct side-hill viaduct restore roadway and facilities, place Water Pollution Control BMPs, erosion control	Fall 2022	\$9.9 million	SHOPP	Doug Hessing	PA&ED	Project is in preliminary Design and Environmental phase.
13.	SCr 9 Upper Drainage and Erosion Control Improvements (1G950)	In Boulder Creek from Holiday Lane to just south of Ben Lomond to the SR 236/9 Junction (PM 8.5/25.5)	Upgrade drainage and erosion control	Spring 2023	\$5.4 million	SHOPP	Doug Hessing	PA&ED	
14.	Highway 9 San Lorenzo River Bridge and Kings Creek Bridge Replacement (1H470)	Near Boulder Creek, at San Lorenzo River Bridge and at Kings Creek Bridge (PM 13.6/15.5)	Replace bridges	Summer 2022	\$12 million	SHOPP SB-1	Doug Hessing	PA&ED	Project is in preliminary Design and Environmental phase.



PROJECT UPDATE – SANTA CRUZ COUNTY

PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

PROJECTS IN DEVELOPMENT (Cont'd.)								
Project	Location Post Mile (PM)	Description	Construction Timeline	Estimated Construction Cost	Funding Source	Project Manager	Phase	Comments
15. Highway 9 Hairpin Tieback (1K130)	Near Boulder Creek about 1.1 miles south of the SR 236/9 Junction (PM 19.97)	Soldier Pile Tieback Retaining Wall	Spring 2021	\$2.6 million	SHOPP	Doug Hessing	PA&ED	Storm Damage Repair
16. Highway 17 Wildlife Habitat Crossing (1G260)	From Laurel Road to just north of Laurel Road (PM 9.442-9.692)	Construct wildlife undercrossing	2020	\$5.6 million	SHOPP	Aaron Henkel	PS&E/RW	Project is in design and on schedule.
17. Highway 129/Lakeview Road Intersection Improvements (1G990)	Near Watsonville, at Lakeview Road (PM 1.4)	Construct roundabout and improve street lighting	2020	\$4.5 million	SHOPP	Luis Duazo	PS&E/RW	
18. Highway 152 Corralitos Creek ADA (05- 1F620)	Near Watsonville, East of Beverly Drive to Holohan / College Road (PM1.9 to R2.0)	Construct Accessible Pathway	Spring 2022	\$3.4 million	SHOPP	Mike Lew	PA&ED	Project is currently at 50% complete for the PA&ED stage.
19. Crosswalks and Pedestrian Safety Enhancements (1G760)	Various Locations: Highways 1, 9, 129, and 152 (Note: Project also includes six locations in Monterey County, on Routes 68 and 183)	Install Electrical / Signs / Markings / Pavement	Fall/Winter 2019	\$900,000	SHOPP	Ken Dostalek	PS&E	Project is at 100% PS&E. Targeting to advertise late November and approve construction contract beginning Feb. 2020. 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) Targeting RTL in late November and



PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

approve construction contract beginning of
Feb 2020

PROJECTS IN DEVELOPMENT (Cont'd.)

20.

ACRONYMS USED IN THIS REPORT:

ADA	Americans with Disabilities Act
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation Air Quality
CMAA	Corridor Mobility Improvement Account
CTC	California Transportation Commission
ED	Environmental Document
EIR	Environmental Impact Report
PA&ED	Project Approval and Environmental Document
PM	Post Mile
PS&E	Plans, Specifications, and Estimates
RW	Right of Way
SB1	Senate Bill 1, the Road Repair and Accountability Act of 2017
SCL	Santa Clara County Line
SHOPP	State Highway Operation and Protection Program
SR	State Route



PROJECT UPDATE – SANTA CRUZ COUNTY

PREPARED FOR THE DECEMBER 5, 2019 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING

STIP
TMS

State Transportation Improvement Program
Traffic Management System

AGENDA: December 5, 2019

TO: Regional Transportation Commission (RTC)
FROM: Rachel Moriconi, Senior Transportation Planner
RE: Adoption of the *2020 Transportation Improvement Program* (TIP)

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Consider staff, Bicycle Committee, Elderly and Disabled Transportation Advisory Committee (E&DTAC), and Interagency Technical Advisory Committee (ITAC) recommendations for programming anticipated regional shares of state and federal funds;
 2. Hold a public hearing to receive comments on proposed projects and consider any written comments received; and
 3. Adopt a resolution (Attachment 1):
 - a. Approving projects to receive the region's anticipated formula shares of regional, state and federal funds (Attachment 2);
 - b. Approving amendments to previously programmed projects, as requested by project sponsors, to reflect current project scopes, costs and schedules (Attachment 3);
 - c. Amending the RTC Budget and Work Program, as applicable; and
 - d. Requesting that the California Transportation Commission (CTC) and Association of Monterey Bay Area Governments (AMBAG) incorporate project funding and amendments into the *2020 State Transportation Improvement Program (STIP)*, the Senate Bill 1 Local Partnership Program, and/or the *Metropolitan Transportation Improvement Program* (MTIP), as applicable.
-

BACKGROUND

The Santa Cruz County 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, federal, and regional funds. These discretionary funds include regional shares of Surface Transportation Block Grant Program/Regional Surface Transportation Program Exchange (STBG/RSTPX), State Transportation Improvement Program (STIP), new SB1 Local Partnership Program-formula (LPP-f), and federal Highway Infrastructure Program (HIP) funds.

Each funding cycle the RTC establishes a process for programming discretionary funds. In some years the RTC programs the region's discretionary funds through a consolidated competitive process. At its September 5, 2019 meeting, the RTC indicated its intent to program the region's anticipated shares of STIP, HIP, and LPP-f funds to Highway 1 Auxiliary Lanes/Bus on Shoulders

projects and to program the majority of STBG/RSTPX by formula to eligible projects proposed by local jurisdictions.

DISCUSSION

Projects sponsors have submitted proposals for RTC-discretionary funds as summarized in Attachment 2. Projects proposed for funds in this cycle preserve existing transportation infrastructure and programs, improve access, traffic flow and safety, and reduce the number of miles driven and associated air pollution and greenhouse gas emissions. Additional information on projects proposed for new RSTPX, STIP, and HIP funds is available on the RTC website: <https://sccrtc.org/funding-planning/project-funding/>.

Staff recommends that upon completion of the scheduled public hearing the RTC adopt a resolution (Attachment 1) programming State Transportation Improvement Program (STIP), Surface Transportation Block Grant Program/Regional Surface Transportation Program Exchange (STBG/RSTPX), Highway Infrastructure Program (HIP) funds, and Measure D funds, as shown in Attachment 2, amending previously programmed projects as shown on Attachment 3, and amending the RTC Budget and Work Program to reflect those actions.

The RTC's Bicycle Committee, Elderly and Disabled Transportation Advisory Committee (E&D TAC), and Interagency Technical Advisory Committee (ITAC) reviewed the list of proposed projects at their November 2019 meetings and recommend that the RTC approve funds for these projects. The Bicycle Committee additionally recommends that local jurisdictions include sharrows and 3-feet to pass signage on roadways where there is no space for bicycle facilities. A public hearing has been advertised for this meeting to solicit public input on proposed projects.

Funds for Local Jurisdiction and METRO Projects

One of the most consistent sources of funds available in the region comes from the federal Surface Transportation Block Grant Program (STBG) which the State allows our region to exchange for state Regional Surface Transportation Program Exchange (RSTPX) funds. RSTPX funds are available for a variety of transportation projects as set forth in federal and/or state guidelines. These include various public street and highway, bicycle and pedestrian, transit, transportation system management, and transportation demand management projects. The RTC has indicated its intent to program \$200,000 of RSTPX funds to Santa Cruz Metropolitan Transit District (METRO), and approximately \$10.1 million anticipated to be available through FY20/21 to the cities of Capitola, Santa Cruz, Scotts Valley, Watsonville, and the County of Santa Cruz on a population basis, with a minimum of 5% to each jurisdiction. Estimated formula shares per agency through FY20/21 are as follows:

Agency	Estimated Share through FY20/21
Capitola	\$505,264
Scotts Valley	\$505,264
Santa Cruz	\$2,369,832
Watsonville	\$1,909,384
County of Santa Cruz	\$4,815,541
METRO	\$200,000
Total Formula RSTPX	\$10,305,285

While the RTC indicated its intent to program certain fund amounts to each agency, programming to specific projects is subject to RTC evaluation and approval.

Local jurisdictions and METRO have proposed to use their targeted shares of RSTPX funds on 17 projects ([Attachment 2](#)), which includes adding funds to several projects that were also approved for RTC-discretionary funds in past grant cycles. Some jurisdictions have proposed grouped projects (e.g. citywide pavement preservation), with exact locations to be specified via their capital improvement program in 2020. As discussed at the November 7, 2019 RTC meeting, the County of Santa Cruz has requested to program \$125,000 of its targeted share of RSTPX funds for the Davenport pedestrian crossing and **staff recommends that the RTC amend the Measure D 5-year plan for the Active Transportation/Monterey Bay Sanctuary Scenic Trail Network (MBSST) to also commit \$125,000 in Measure D funds for construction of the Davenport pedestrian crosswalk on Highway 1**, which is part of the North Coast Rail Trail project.

Regional Funds for Regional Projects: STIP and HIP

Consistent with the RTC's action on September 5, 2019 and the CTC STIP Fund Estimate, which makes \$169,000 available for state and federally-mandated regional planning, programming and monitoring activities (PPM), **staff and RTC advisory committees recommend that the RTC program regional shares of State Transportation Improvement Program (STIP), and federal Highway Infrastructure Program (HIP) funds to regional projects, as follows:**

Project	New Funds	Source
Hwy 1 41 st Ave/Soquel Ave Auxiliary Lanes, Bus on Shoulders, & Chanticleer Bike/Ped Bridge: Construction <i>(includes \$759k shifted from right-of-way)</i>	\$4,914,000	STIP
Hwy 1 Bay/Porter to State Park Auxiliary Lanes & Bus on Shoulders: Design	\$1,639,608	HIP
Regional Planning, Programming, and Monitoring (PPM)	\$169,000	STIP (FY20/21-24/25)

**Table reflects new funds proposed for these projects; previously programmed funds are not shown in this table.*

Staff has determined that it would be in the best interest of RTC to program the maximum amount of STIP funds available to RTC on the first Aux Lane /Bus on Shoulders (BoS) project, 41st to Soquel. For this to happen, CTC will need to have enough Statewide capacity in the year RTC plans to go to construction (FY20/21 or FY 21/22). If CTC does not have enough capacity to program RTC's request, then CTC staff will contact RTC to provide other options for programming the funds, such as one of the subsequent Aux Lane/BoS project in a later year.

Staff has determined that it would be in the best interest of RTC to program the full capacity of HIP funds on the design of Highway 1 Bay/Porter to State Park Aux Lane/BoS project. In order to program these federal and state funds, the CTC and Caltrans require the phase of the project proposed to use these funds to be fully funded. For the Hwy 1-41st Ave/Soquel Ave project, pre-construction phases are currently fully funded and the CTC will allow project sponsors to show that they will be seeking SB1 competitive grants, but if those grant funds are not secured, the RTC would need to cover the balance with Measure D or other funds, otherwise the CTC will deprogram the STIP funds. In addition to STIP and HIP funds, the RTC receives a formula share of Senate Bill Local Partnership Program (LPP). The RTC has indicated its intent and RTC staff and advisory committees recommend programming those funds to auxiliary lane/bus on should projects on

Highway 1, however since the CTC is still in the process of updating guidelines and the fund estimate for the LPP, staff will return to the RTC at a future meeting with recommendations on those funds.

Amendments to Previously Approved Projects

In addition to programming anticipated new funds, **staff and project sponsors recommend amendments to several previously programmed projects, as summarized in**

Attachment 3. Most of these amendments are due to project cost or schedule changes. The City of Santa Cruz has requested to shift RSTPX funds previously programmed to the Soquel/Frederick Street Intersection project to Highway 1/9 Intersection projects (Attachment 4).

Public Hearing

A public hearing has been scheduled for 10:00 a.m. to receive public input on the projects proposed for funding. Public notices have been posted and a news release on the hearing was sent to local media and interested parties. Written comments received by 12:00 p.m. on December 4 will be distributed at the meeting.

Other Funds

In addition to the region's formula shares of RSTPX, STIP, and HIP funds, recommendations for State Transit Assistance (STA) to Lift Line and Santa Cruz Metropolitan Transit District (METRO), as well as \$100,000 in Measure D funds designated for Transportation Demand Management (TDM) programs aimed at reducing vehicle miles traveled and increasing participation and use of the new trip planner, are being considered concurrently by the RTC at this meeting. (*See separate staff reports.*)

Staff will be reviewing projects proposed for \$350,000 in RSTPX that was set aside for competitive grants with the RTC's advisory committees in December and will return to the RTC with recommendations on those funds in early 2020.

Next Steps

Staff works with project sponsors, the CTC, and Caltrans to monitor implementation of RTC-approved projects. Project sponsors can immediately initiate work on projects approved for RSTPX funds. Consistent with past RTC actions, prior to final design and implementation, bicycle, pedestrian and transit components of approved projects should undergo review by the RTC's Bicycle Committee and/or Elderly and Disabled Transportation Advisory Committee (E&D TAC), and project sponsors should incorporate complete streets components where feasible and/or appropriate.

Projects which the RTC selects for regional shares of STIP funds are subject to concurrence from the California Transportation Commission (CTC), which also makes the final determination on how much and in what year STIP funds are programmed (after consideration of proposals from agencies statewide). The RTC's proposals for STIP funds, including amendments to previously programmed projects, are due to the CTC on December 15, 2019, with CTC action scheduled for March 2020. While the region's targeted share of new STIP funds is \$5,083,000 through FY24/25, the CTC is only required to make \$2,766,000 in STIP funds available for programming in this cycle (the county minimum). In the event that CTC approves a lower STIP amount, staff will increase its request for SB1 competitive grants or the RTC may need to increase Measure D funds designated for the Highway 1 41st Avenue-Soquel Drive project. If the CTC does not have capacity to program some or all of the STIP funds to construction in FY20/21 or FY21/22 to the Highway 1 41st Avenue-

Soquel Drive Aux Lane/BoS project, then staff recommends that the RTC authorize staff to request that the CTC program the funds to a different auxiliary lanes project.

Projects that are considered regionally significant, impact air quality conformity, or are programmed to receive federal funds, must also be included in the Federal/Metropolitan Transportation Improvement Program, which is prepared by the Association of Monterey Bay Area Governments (AMBAG).

FISCAL IMPACT

Adoption and amendments to the RTC's Transportation Improvement Program (TIP), Budget and Work Program, and Measure D 5-Year Plans are required to allow project sponsors to access certain local, state, and federal funds. Staff recommends programming funds as requested by project sponsors. The RTC board could alternately decide to not program all of the anticipated funds at this time and instead reserve some of the funds for future programming; however that could result in delays to implementation of the proposed projects.

SUMMARY

The RTC is responsible for selecting projects to receive certain state, federal, and regional funds. After holding a public hearing, staff and the RTC's advisory committees recommend that the RTC adopt the 2020 Transportation Improvement Program (TIP), approving projects to receive the region's anticipated formula shares of funds, as shown in Attachment 2, and amending information for previously programmed projects as summarized in Attachment 3.

Attachments:

1. Resolution adopting the 2020 Regional Transportation Improvement Program
2. Projects Recommended for Funding
3. Amendments to Previously Programmed Projects
4. City of Santa Cruz request letter
5. Written comments received – *to be distributed at the meeting*

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ADOPTING THE 2020 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM
FOR
SANTA CRUZ COUNTY TO PROGRAM REGIONAL SHARES OF
STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP),
REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE (RSTPX), SENATE BILL 1 LOCAL
PARTNERSHIP PROGRAM (LPP) AND HIGHWAY INFRASTRUCTURE PROGRAM (HIP) FUNDS
AND AMEND PROJECT LISTINGS FOR PREVIOUSLY PROGRAMMED PROJECTS

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) is responsible for selecting projects to receive the region's formula shares of certain state and federal funds, including:

- Approximately \$5.1 million State Transportation Improvement Program target through FY2024/25;
- \$302,000 in FY19/20 Senate Bill 1- Local Partnership Program formula (LPP-f);
- Approximately \$1.6 million in Highway Infrastructure Program (HIP) funds; and
- Approximately \$10.6 million in Regional Surface Transportation Program Exchange (RSTPX) anticipated through FY20/21;

WHEREAS, the RTC must prepare and adopt a *Regional Transportation Improvement Program (RTIP)* for submittal to the California Transportation Commission in order for projects to be considered for the *2020 State Transportation Improvement Program (STIP)*;

WHEREAS, the RTC prepared the *2020 Regional Transportation Improvement Program* consistent with the process established by the RTC at its September 5, 2019, the *Santa Cruz County Regional Transportation Plan (RTP)*, the Association of Monterey Bay Area Governments' (AMBAG) *Metropolitan Transportation Plan/Sustainable Communities Strategies (MTP/SCS)*, state law (including SB 45), California Transportation Commission and Caltrans guidelines, and in consultation and cooperation with local project sponsors and the California Department of Transportation (Caltrans) District 5;

WHEREAS, the RTC is responsible for assuring that the regional shares of funds are programmed and expended according to California Transportation Commission and Caltrans guidelines;

WHEREAS, the projects proposed for STIP funding are not anticipated to be impacted by implementation of the federal Safer Affordable Fuel Efficient Vehicles Rule Part One – One National Program, which became effective on November 26, 2019; and

WHEREAS, the RTC has considered benefits of projects proposed for regional shares of state and federal funding and evaluated projects in consultation with the RTC's advisory committees, and in consideration of public comments;

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

1. Santa Cruz County's regional target of 2020 State Transportation Improvement Program funds (STIP), and anticipated formula shares of Regional Surface Transportation Program Exchange/Surface Transportation Block Grant Program (RSTPX/STBG), Highway Infrastructure Program (HIP) and Measure D funds are hereby programmed to projects, as shown in Exhibit A (Attachment 2), with STIP funding availability contingent upon concurrence and allocation by the California Transportation Commission (CTC).
2. Amendments to previously programmed projects are hereby approved to reflect the most current project funding and schedule information, as shown in Exhibit B (Attachment 3);
3. The *2020 Regional Transportation Improvement Program for Santa Cruz County* is hereby adopted to reflect programmed funds and project amendments;
4. The RTC's FY19/20 Budget is hereby amended to reflect these programming actions.
5. The California Transportation Commission and the Association of Monterey Bay Area Governments are hereby requested to incorporate projects and amendments into the *2020 State Transportation Improvement Program*, the Senate Bill 1 Local Partnership Program, the *Metropolitan Transportation Improvement Program (MTIP)*, as applicable.
6. Project sponsors are required to comply with all conditions and requirements set forth by applicable state and/or federal statutes, regulations and guidelines.
7. RTC staff is hereby authorized to work with projects sponsors to submit and execute documents required by the California Transportation Commission (CTC) and/or Caltrans, which may be necessary to obligate or otherwise secure funds programmed by the RTC.
8. Project sponsors shall obtain RTC concurrence in allocation, extension, amendment or other requests for proposed STIP funds prior to submittal of such requests to Caltrans or the CTC. Concurrences will generally be handled administratively by RTC staff, though major project scope, funding, or other changes shall be subject to RTC board action. RTC staff is authorized to shift STIP funds between approved auxiliary lane projects if required by the CTC due to funding capacity constraints.
9. As projects are designed, projects with bicycle, pedestrian, and/or transit components shall undergo review by the RTC's Bicycle Committee and/or Elderly and Disabled Transportation Advisory Committee (E&D TAC) and project sponsors shall incorporate complete streets components where feasible and/or appropriate. For local streets and roads which do not have bicycle lanes, project sponsors should consider installing sharrows and 3-feet to pass signage as part of roadway preservation and other projects.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Ed Bottorff, Chair

ATTEST:

Guy Preston, Secretary

Exhibit A: Projects Proposed for New Funding

Exhibit B: Amendments to Previously Programmed Projects

Distribution: CTC, Caltrans, AMBAG, Project Sponsors, RTC Programming & Fiscal

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Attachment 2/Exhibit A
Projects Recommended for Funding
2020 Regional Transportation Improvement Program (RTIP)
(For consideration at the 12/5/19 RTC meeting)

RSTPX Funds *(List reflects requests from project sponsors consistent with funding targets and intent set by the RTC 9/5/19. Requests for an additional \$350k in competitive RSTPX funds for non-city, non-county, non-METRO projects are still under review and will be considered at a future RTC meeting.)*

RTIP #	Implementing Agency	Project Name	Staff & Committee Recommended RSTPX	Description	Summary of Benefits
New-MTD 26	Santa Cruz METRO	Santa Cruz METRO ParaCruz Van Replacement	\$200,000	Replace three older paratransit vehicles purchased in 2011 that have driven over 202,000 miles each well over the FTA's useful life thresholds.	System preservation, increase service reliability, reduce operating and maintenance costs.
New-CAP 19	City of Capitola	Citywide Pavement Management	\$505,264	Resurfacing roadways. Streets initially identified include 41st Ave, Clares St, Bay Ave, Capitola Rd and residential streets including but not limited to 42nd, 47th, 48th, Diamond, and Ruby Ct.	System preservation. Focus on streets with greatest need, some with PCI as low as 13-16 (failed).
SC 25	City of Santa Cruz	Hwy 1/9 Intersection Modifications	\$2,000,000	Intersection modifications including new turn lanes, bike lanes, shoulders, lighting, sidewalks and access ramps; e.g. 2nd left-turn lane Hwy 1 SB to Hwy 9 NB, 2nd Hwy 9 NB through lane and turn lanes, through-left turn lane NB River St.	Regionally significant intersection (approx 85k/day). Improve access and safety; reduce congestion and bottleneck, energy use and emissions.
SC 51	City of Santa Cruz	River Street Pavement Rehabilitation (Water to Potrero Street)	\$369,832	Pavement rehabilitation. Includes new access ramps and sidewalk repairs, as needed, and restriping travel lanes, bike lanes, and crosswalks.	Preserve existing infrastructure and improve accessibility for all users
New-SV 31	Scotts Valley	Pavement Management	\$405,264	Resurfacing roads. Streets include but not limited to: Bean Creek Rd, Tabor Dr, Janis Way, BlueBonnet Lane, Kings Village Rd	System preservation, improve bicycle lanes

RTIP #	Implementing Agency	Project Name	Staff & Committee Recommended RSTPX	Description	Summary of Benefits
New-SV 32	Scotts Valley	Sidewalk Masterplan	\$100,000	Installation or widening of sidewalks and ramps that are missing, damaged or do not meet current ADA requirements at various locations throughout the city. May include signage for safety.	Safety, increase accessibility and encourage walking
WAT 44	Watsonville	Bicycle Safety Improvements (Green Lanes)	\$179,866	Improve existing bicycle facilities by installing new striping, markings, and signage and new green bike lanes on Beach St, Bridge St, Green Valley Rd, Harkins Slough/Walker St	Improve visibility and reduce crashes; increase cycling
TRL 18a	Watsonville	Watsonville Rail Trail from Watsonville Slough Trailhead to Ohlone Parkway	\$600,000	Construction of pedestrian and bicycle path within the rail right-of-way	Increase biking and walking; improve safety and connectivity to City trail network
New-WAT 46	Watsonville	Road Maintenance (Various Locations)	\$1,129,518	Place three-layer coating system on road surfaces. Locations to be identified in CIP in spring 2020	Extend service life of roads
CO 83	County of Santa Cruz	Hwy 17 to Soquel Corridor Resurfacing	\$1,348,352	Roadway rehabilitation of Vine Hill Rd (Hwy 17 to B40), Mt. View Rd (B40-N. Rodeo Gulch), N. Rodeo Gulch Rd (spot locations), Laurel Rd (N. Rodeo-Soquel San Jose Rd)	System preservation. PCI ranges from 10-79 on roadways.
New-CO 88	County of Santa Cruz	Pioneer-Varni Road Resurfacing	\$1,044,662	Pavement resurfacing Pioneer Road and Varni Road from Corralitos Road to Green Valley Road	System preservation. Pioneer Road PCI=18-23; Varni Road PCI=19
CO 64c	County of Santa Cruz	Aptos Creek Road Traffic Signal, Soquel Drive Sidewalks and Bike Lanes	\$400,000	New traffic signal at Soquel Dr/Aptos Creek Rd, new railroad crossing over Aptos Creek Rd, sidewalk and bike lanes on Soquel Dr.	Fill gaps in sidewalk network, improve bicycle facilities, improve access in village and to parks.
TRL 5b	CFL/SCCRTC/County	Davenport Highway 1 Crosswalk	\$125,000	Part of MBSST-Segment 5, phase 2. Crosswalk at Highway 1/Ocean St.	Pedestrian access and safety. \$125k Measure D trail also recommended.

RTIP #	Implementing Agency	Project Name	Staff & Committee Recommended RSTPX	Description	Summary of Benefits
CO 87	County of Santa Cruz	Empire Grade Resurfacing	\$356,554	Asphalt Digouts, Surface Sealing, and restriping of Empire Grade Rd from PM 9.37 to PM 10.67	System preservation. PCI currently 49-66
CO 87	County of Santa Cruz	Hwy 152/Holohan - College Intersection	\$385,243	Add left turn lane from Holohan to eastbound Hwy 152, extend existing lanes on Holohan Rd approach, add merge lane to Hwy 152 WB and pedestrian and bicycle improvements.	Safety, system performance and operational improvements, accessibility and mobility
CO 84	County of Santa Cruz	Scotts Valley Area Routes Resurfacing	\$355,060	Asphalt Digout, Surface Seal, and restriping of portions of Mt Hermon Rd, Lockewood Lane, Graham Hill Rd	System preservation. Mt Hermon Road PCI=41-62; Lockewood Lane PCI=24; Graham Hill Road PCI=38
CO 86	County of Santa Cruz	Zayante Corridor Resurfacing	\$800,670	Asphalt Digout, Chip Seal, and restriping of a portion of East Zayante and Upper East Zayante Roads	System preservation. Zayante Road PCI=0-62; Upper East Zayante Road PCI=31-45
Total RSTPX			\$ 10,305,285		

New Regional Funds for Regional Projects

Recommended New funds*						
RTIP #	Implementing Agency	Project Name	STIP**	HIP	Measure D	Description
RTC 24f	SCCRTC/Caltrans	Hwy 141st Ave to Soquel Ave Auxiliary Lanes & Bus on Shoulders & Chanticleer Bike/Ped Bridge: Construction	\$4,914,000			Auxiliary lanes, modify shoulders for bus operations, and construct a bicycle/pedestrian overcrossing of Hwy 1 at Chanticleer Ave. <i>Includes \$759k STIP reprogrammed from ROW.</i>
RTC 24e	SCCRTC/Caltrans	Hwy 1 Bay/Porter to State Park Auxiliary Lanes & Bus on Shoulders		\$1,639,608		Auxiliary lanes, modify shoulders for bus operations. Design phase.
RTC 04	SCCRTC	Planning, programming, and monitoring (PPM)	\$169,000			State and federally mandated planning (e.g. RTP), programming (TIP), assist project sponsors, monitor implementation and use of funds
TRL 5b	County/SCCRTC/CFL	MBSST North Coast - Davenport Crosswalk			\$125,000	Add \$125,000 Measure D-Trail funds for pedestrian crossing on Highway 1 in Davenport. \$125k county RSTPX also programmed.
						Activities required to secure and maintain state and federal transportation funds for projects in Santa Cruz County.
						Improve traffic flow and access between coast and town

*Table reflects NEW funds, they are in addition to funds the RTC previously programmed/approved.

**If CTC is not able to program STIP funds for construction of 41st Ave-Soquel Ave Aux Lane/Bus on Shoulder in first few years of STIP, the RTC will request that the CTC program funds to other auxiliary lane projects in later years.

RTC will consider proposals for programming LPP-formula funds at a future meeting.

Regional Transportation Improvement Program (RTIP)
Amendments to Previously Approved Projects
Proposed for the December 5, 2019 RTC meeting

Action	Project #	Project	Proposed Amendment
Shift \$ between projects	SC 42	Soquel Ave at Frederick St. Intersection Modification	Project on hold. Shift \$188,000 previously programmed RSTPX funds to Hwy 1/9 Intersection project (SC 25).
Shift \$ between projects	SC 25	Highway 1/9 Intersection	Add \$188,000 RSTPX previously programmed to Soquel Ave/Frederick intersection project (SC 42) and add \$2M formula RSTPX funds.
Scope updates	CO 83	Highway 17 To Soquel Corridor Chip Seal Project	Add formula RSTPX funds and reduce scope to remove resurfacing Branciforte Dr and Soquel San Jose Road to fit available funding and updated cost estimates. Subject to CTC concurrence.
Schedule Update	RTC 30 county	Mar Vista Bicycle/Pedestrian Crossing	Update STIP funding year to reflect current schedule.
Scope updates	TRL 18	MBSST Segment 18	Modify location/limits of Segment 18 projects to reflect phased implementation and CTC approved scope change for ATP-funded portion. Phase 1= Ohlone Pkwy to Slough Trails (TRL 18a); Ph 2=Lee Rd-Ohlone Pkwy and Slough Trails to Walker St. (TRL 18b)



PUBLIC WORKS DEPARTMENT

809 Center Street, Room 201, Santa Cruz, CA 95060 • 831 420-5160 • Fax: 831 420-5161

October 18, 2019

Mr. Guy Preston
Executive Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

Subject: STBG/RSTPX Fund Request through FY 20/21

Dear Mr. Preston,

The City is appreciative of the Commission and staff's endorsement of a formula allocation for the upcoming STBG/RSTPX program. The City of Santa Cruz hereby requests the following funding for eligible and programmed projects:

Route 1/9 Intersection Improvements:	\$2,188,000
River Street Pavement Rehabilitation:	\$370,000

The Route 1/9 project has experienced cost increases over the life of project development. The increases will fully fund the project based on the current construction cost estimate. The final project plans, specification, estimate, and other documentation were submitted for approval to Caltrans this week. Right-of-way acquisition is moving along well and certification is anticipated in March 2020. The City is requesting \$2,000,000 in RSTPX funds available for programming through FY 20/21 and transferring \$188,000 in RSTPX funds from the Soquel Ave at Frederick St Intersection Modification project. The Soquel-Frederick project is more complicated than anticipated primarily due to the major utility poles and lines that intersect at this corner. A review of the intersection operations and 5-year collision history reflect that the existing intersection is working relatively well. The local and state funding currently programmed is inadequate to complete a project and staff resources are focused on higher priority projects.

The River Street Pavement Rehabilitation project design is complete and will be ready to advertise for bids this month. The project construction costs have increased since programming based on general construction cost escalation, green bike lanes and access ramp construction.

Thank you for considering this request to fund these much needed projects. Please call Chris Schneider, Assistant Director/City Engineer at 420-5422 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark R. Dettle", followed by the letters "MRD" in a stylized, bold font.

Mark R. Dettle
Director of Public Works

Attach: Summary Project List
Route 1/9 Project Programming Request
River Street Project Programming Request

cc: Assistant Director, Public Works
Assistant Director, Finance
Transportation Manager (JB)
Senior Civil Engineer (JS)

TO: Santa Cruz County Regional Transportation Commission
FROM: Amy Naranjo, Transportation Planner
RE: MyCruz511 Countywide Outreach and Marketing Contracts

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission:

1. Approve distribution of \$100,000 Measure D Highway Transportation Demand Management (TDM) funds for sole-source contracts with Ecology Action (\$70,000) for countywide employer outreach and Miller Maxfield (\$30,000) for countywide marketing services and materials.
-

BACKGROUND

For more than 35 years, the RTC has offered transportation demand management (TDM) services to Santa Cruz County with the goal of using the existing transportation system more effectively by assisting travelers to use various modes of transportation, especially sustainable transportation modes.

As the umbrella brand for TDM services, Cruz511 also includes an online traveler information presence at the website Cruz511.org, on Facebook at @Cruz511 and on Twitter @Cruz_511. Cruz511.org is a mobile-responsive, centralized online resource for multi-modal traveler information featuring a traffic map with real-time information. Many TDM services are available online at Cruz511.org, including ride matching, trip planning for all travel modes, park and ride lot locations, tips for riding transit, and resources for workplace-based commute programs.

DISCUSSION

In January 2019, the Commission approved a budget amendment to implement an online commuter management system and in June 2019, the RTC entered into an agreement with RideAmigos to launch MyCruz511. MyCruz511 is a full-featured TDM platform powered by RideAmigos software that offers end-users a unified multi-modal trip planner and personalized commuter dashboard. Challenge, incentive, and network features integrate alongside the trip planner to allow administrators to create advanced TDM programs and campaigns. A full countywide launch of MyCruz511 is planned for May 2020 in conjunction with Ecology Actions' May Bike Month activities.

Measure D Highway Funds for Countywide TDM

In June 2019, the Commission designated \$100,000 in Measure D Highway funds for TDM programs that reduce vehicle miles traveled and supports use of the MyCruz511 platform. In September 2019, the Commission directed staff to work with the MyCruz511 implementation workgroup, comprised of staff from the RTC, City of Santa Cruz, Ecology Action, and the University of California at Santa Cruz (UCSC), to prepare recommendations for allocating the available funds.

The workgroup recommends distributing \$70,000 to Ecology Action for countywide employer outreach and \$30,000 to Miller Maxfield for countywide marketing, both using sole source contracts through FY 20/21. An additional \$20,000 from the Cruz511 program budget will be used for incentives. The recommendation for sole sourcing the employer outreach and marketing contracts is consistent and justified under current RTC procurement policies (section 5.3.3), as described below.

Ecology Action

Category: Only one contractor/consultant/vendor can provide unique/highly specialized item/service

Ecology Action currently operates the only Transportation Demand Management association in the county and offers specialized services such as an Emergency Ride Home program, zero interest bike loan, coordination of the Bike to Work program, Green Business & Energy Efficiency, and the Bike Challenge/Love to Ride program. Ecology Action has 25 years of experience working with large and small employers throughout the county, and is currently working with the City of Santa Cruz and marketing firm Miller-Maxfield on the roll out of this new single occupant vehicle reduction program being implemented in the City of Santa Cruz to employers within the Downtown Parking District using the MyCruz511 online platform. Contracting with Ecology Action will ensure operational continuity on transportation projects with employers countywide.

Miller-Maxfield

Category: Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract

Public outreach consultant Miller-Maxfield was selected by the City of Santa Cruz based on a competitive bid process to build and run a marketing and outreach campaign to support the Go Santa Cruz! campaign, the City of Santa Cruz' expanded Transportation Demand Management program using the RTC-selected online MyCruz511 platform of commute alternatives and incentives to encourage ways to get to work other than single occupant vehicles. Adding on to the existing competitively-bid contract with the City of Santa Cruz will provide economies of scale and dovetail with marketing components already developed and underway.

Go Santa Cruz launch on MyCruz511 Platform

Go Santa Cruz is the first public network on the MyCruz511 platform and targets 4,000 downtown employees within the Downtown Parking District. The Go Santa Cruz goal is to reduce the number of downtown SOV commuters from 61% to 50%. The annual program budget is \$585,000, which includes \$400,000 for incentives (free bus passes, discounted JUMP bike memberships, free bike locker cards, carpool prizes, downtown dollars, etc.) and \$30,000 for marketing and outreach services. Funding for Go Santa Cruz is provided by downtown parking user fees.

Since the Go Santa Cruz launched in October 2019, more than 100 businesses have enrolled in the downtown Go Santa Cruz network and more than 758 (19%) downtown employees have registered on the MyCruz511 platform. Downtown employees have logged more than 3,600 non-SOV trips and 12,000 non-SOV miles, and reduced 3.5 metric tons of CO₂ emissions (equivalent to 400¹ gallons of gasoline consumed) in less than 60 days. Almost 500 transit passes and 150 discounted JUMP memberships have been distributed. City staff have prioritized increasing Go Santa Cruz enrollment by offering many high-value incentives and streamlining the registration process. Without any baseline survey data, it is too early to tell how the program is impacting mode shift, especially with commuters who occasionally use a mode other than driving alone.

Countywide Employer Outreach, Marketing, and Incentives

The TDM workgroup continues to prepare for spring launch in 2020, expanding the pilot from downtown Santa Cruz to throughout the county using a phased approach and incorporating lessons learned from the Go Santa Cruz launch. The Cruz511 program goal aims to reduce the number of countywide SOV commuters by offering challenges and incentives to encourage Non-SOV commuting. Staff will work with the TDM workgroup to develop and distribute baseline commuter surveys to participants within 90 days of enrollment for insights into commuting habits of connected users. Participants will then be surveyed at the end of the pilot project to track changes in commute behavior and assess program impact.

Local jurisdictions and County offices will be targeted first along with major employers distributed throughout the county and then the general public. The workgroup has identified 4 potential major employers² in each Commission district/jurisdiction (20 total) to target for the spring launch and expect at least 10 employers to participate for a target reach of 15,000 employees. Ecology Action will be responsible for providing employer workshops, organizing bicycle challenges, and administering their member networks in the MyCruz511 platform. Ecology Action has existing relationships and provides some level of TDM support to 12 of the targeted employers. Employer outreach will focus on supporting long distance commuters, especially those doing the Watsonville to Santa Cruz commute on Highway 1.

Incentives, rewards and challenges on the MyCruz511 platform encourage mode-shift, as well as providing an opportunity for commuters to be rewarded for their

¹ Greenhouse Gas Equivalencies Calculator, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

² Employers with 100 or more permanent full-time employees at a single location are considered major employers

ongoing positive commuting behavior. Miller-Maxfield will develop a strategy for countywide messaging that builds on the Go Santa Cruz campaign to increase awareness, generate interest, and drive adoption of the MyCruz511 platform at major employer locations. The Cruz511 program budget for FY19/20 permits \$20,000 for incentives, which is almost 1/5th the incentive budget available for Go Santa Cruz. The marketing and outreach plan will likely rely heavily on online advertising, informational posters and pamphlets, countywide challenges, and prize-based campaigns to attract and retain target audiences. Spanish language messaging is not available for any of the existing outreach materials created by Miller Maxfield and will be prepared by RTC staff or a translation service.

FISCAL IMPACT

The staff recommendations are consistent with the approved Cruz511 FY19/20 program budget and Measure D Highway 5-year plan approved in June 2019.

SUMMARY

The Commission allocated \$100,000 in Measure D Highway funds for TDM programs using the MyCruz511 platform and directed staff to work with the MyCruz511 implementation workgroup, comprised of staff from the RTC, City of Santa Cruz, Ecology Action, and the University of California at Santa Cruz (UCSC), to prepare recommendations for distributing the available funds. Staff recommends distributing \$70,000 to Ecology Action for countywide employer outreach and \$30,000 to Miller Maxfield for countywide marketing, both using sole source contracts through FY 20/21.

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TO: Santa Cruz County Regional Transportation Commission
FROM: Sarah Christensen, P.E., Senior Transportation Engineer
RE: On-Call Capital Project Management Services Contract Award

RECOMMENDATIONS

Regional Transportation Commission staff recommends that the Regional Transportation Commission (RTC):

1. Adopt a resolution ([Attachment 1](#)) authorizing the Executive Director to enter into an agreement with CSG Consultants, Inc. for Capital Project Management Services to support staff with delivery of Measure D capital projects and other capital projects in Santa Cruz County, and amend the FY 19/20 budget and work program accordingly.
-

BACKGROUND

Santa Cruz County passed Measure D in November of 2016, which included an expenditure plan of projects and programs that provides a balanced vision to improve, operate, and maintain Santa Cruz County's transportation network. Staff has initiated the implementation of several capital projects included in the Measure D expenditure plan and requires consultant support in order to deliver capital projects in an expedited manner.

DISCUSSION

Staff released a Request for Proposals for on-call Capital Project Management Services in October of 2019 with the intent of hiring one or more consultants to assist staff with the delivery of capital projects over the next 3 years. Proposals were received from Advanced Mobility Group, CSG Consultants, Inc., and Hill International which were reviewed by the selection committee made up of the RTC Executive Director, Senior Engineer, and 2 Senior Planners. All 3 firms were short-listed for interviews, which took place on November 15, 2019. CSG Consultants, Inc. was the top ranked consultant based on the selection criteria which included project/program understanding, consultant key staff's relevant experience, and management approach.

The scope of the on-call contract is for project management of capital projects for development of state highway, transit, and active transportation capital improvement projects, including preliminary engineering, environmental clearance, final design, acquisition of right-of-way, relocation of utilities, advertisement, and construction. Staff has identified the following capital projects requiring consultant project management support at this time:

- Highway 1 Auxiliary Lanes and Bus on Shoulder Projects (41st to Soquel, Bay-

- Porter to State Park, and State Park to Freedom)
- Rail Infrastructure Preservation Projects (7 Storm Damage Repair Projects and Repairs to 7 Bridges)
- Coastal Rail Trail Projects (North Coast, Oversight for Segment 7 Phases 1 and 2, Segments 8 and 9, Segments 10/11/12, and Segment 18)

CSG Consultants, Inc. demonstrated a depth of expertise in Highway, Rail, and Trail projects and had the ability to adapt to the needs of the RTC as they change in the future. A draft contract with CSG Consultants, Inc. is included as Attachment 2. The contract proposes a term ending on December 31, 2022, a period of approximately 3-years. The procurement allows for an option to extend the term of this contract to a maximum term of 5 years through a future amendment. The contract is structured to be an on-call contract, with development of task orders for individual capital projects approved by the contract manager as needs arise. **Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract and potential subsequent amendments with CSG Consultants, Inc. for Project Management Services for a total contract value not to exceed \$1,200,000 and a term ending on December 31, 2022, and amend the FY 19/20 budget and work program.**

FISCAL IMPACT

It is proposed to fund this contract from three regional Measure D categories: Highway Corridors, Rail Corridor, and Active Transportation. The RTC's budgets for this Measure D work as within its respective Highway 1 Corridor Investment, Santa Cruz Branch Rail Line, and Active Transportation budgets. There is enough capacity remaining in this fiscal year's budgets, and there is enough remaining programming capacity in future year's Measure D approved Five-Year Program of Projects to fund this work. There are no new fiscal impacts associated with the proposed contract to provide capital project management services.

SUMMARY

Staff requested RTC authorization to enter into an on-call contract with CSG Consultants, Inc. for capital project management support for Measure D projects and other capital projects in Santa Cruz County.

ATTACHMENTS:

1. Resolution
2. On-Call Project Management Services Contract

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT
WITH STV, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 1 BRIDGE
REPAIRS ON THE SANTA CRUZ BRANCH RAIL CORRIDOR

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

WHEREAS, the RTC in partnership with Caltrans developed the Highway 1 Corridor
Investment Program to relieve congestion and improve access and safety;

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;

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 adopted 5-year program of projects in June of 2019 to program
projected revenues from FY 2019/20 through FY 2023/24 which are consistent with the
Measure D Ordinance and Expenditure Plan;

WHEREAS, the RTC serves as the implementing agency, funding agency, or provides
oversight of regional capital projects throughout Santa Cruz County;

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

- 1) The Executive Director is authorized negotiate and execute a contract not to exceed
\$1,200,000 and a term ending on December 31, 2022, subject to final agreement
by legal as to form.
- 2) The Executive Director is authorized to issue amendments to the professional
engineering services agreement for term and/or for compensation for up to
\$25,000 in total amendment value, provided there is enough approved budget
capacity for proposed current year's work and enough programming capacity for
future year's work.
- 3) The Chair is authorized to approve additional amendments to the professional
engineering services agreement for compensation up to \$60,000 in total

amendment value, provided there is enough approved budget capacity for proposed current year's work and enough programming capacity for future year's work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Ed Bottorff, Chair

ATTEST:

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, COMMISSION:

The name of the “CONSULTANT” is as follows:
CSG CONSULTANTS, INC.

Incorporated in the State of California
The Project Manager for the “CONSULTANT” will be:
HATEM AHMED, P.E.

The name of the “COMMISSION” is as follows:
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (RTC)

The Contract Administrator for COMMISSION will be
SARAH CHRISTENSEN, PE.

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated November 4, 2019. The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment 1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless COMMISSION, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses of any kind, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COMMISSION.
- E. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION

based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.
- H. CONSULTANT shall be as fully responsible to the COMMISSION for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COMMISSION's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COMMISSION's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

The scope of services is to support the COMMISSION with delivery of capital projects along Highway 1, the Santa Cruz Branch Rail Corridor, or other capital projects within the County. This includes project development for state highway, transit, and active transportation capital improvement projects. CONSULTANT shall provide services across all phases of capital projects, including preliminary engineering, environmental clearance, final design, and construction. CONSULTANT shall provide services for project development activities including acquisition of right-of-way, relocation of utilities, solicitation of construction bids, and construction administration and management. This includes qualifications-based A&E consultant selection process, consultant contract negotiation and management, as well as advertisement, award, and administration (AAA) of construction contracts. Capital project management services includes strategic implementation planning for regional sales tax measure programs, Project Management controls and administration, transportation financing, and project administration.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on December 5, 2019, contingent upon approval by COMMISSION, and CONSULTANT shall commence work after notification to proceed by COMMISSION'S Contract Administrator. The AGREEMENT shall end on December 31, 2022 unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on COMMISSION until the AGREEMENT is fully executed and approved by COMMISSION.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal, Exhibit 10-H. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COMMISSION'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by COMMISSION, COMMISSION will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COMMISSION Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COMMISSION and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

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

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to COMMISSION and signed by an authorized representative of COMMISSION. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COMMISSION.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COMMISSION'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due COMMISSION that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COMMISSION's Contract Administrator at the following address:

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
SARAH CHRISTENSEN
1523 PACIFIC AVENUE, SANTA CRUZ, CA 95060

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by COMMISSION for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by COMMISSION for all Task Orders resulting from this AGREEMENT shall not exceed \$1,200,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by COMMISSION, provided that COMMISSION gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COMMISSION shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXIV OWNERSHIP OF DATA.
- B. COMMISSION may temporarily suspend this AGREEMENT, at no additional cost to COMMISSION, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COMMISSION for damages sustained by COMMISSION by virtue of any breach of this AGREEMENT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COMMISSION from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Article XI Subsection C. Upon termination, COMMISSION shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXIV OWNERSHIP OF DATA.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to COMMISSION.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COMMISSION shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the

AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COMMISSION, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COMMISSION'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COMMISSION'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COMMISSION will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, COMMISSION, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Administrator 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 AGREEMENT 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, COMMISSION or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during

the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COMMISSION and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COMMISSION for the acts and omissions of its Subconsultants 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 the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the 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 shall be subcontracted without written authorization by the COMMISSION Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COMMISSION.
- E. Any substitution of Subconsultants must be approved in writing by the COMMISSION Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COMMISSION's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COMMISSION's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$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 AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, COMMISSION and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If COMMISSION determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at

<https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this AGREEMENT or any ensuing COMMISSION construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COMMISSION construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV 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 this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- E. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- F. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COMMISSION to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- G. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COMMISSION upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COMMISSION shall require to ascertain compliance with this clause.
- H. 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.
- I. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- J. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- K. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish COMMISSION a Certificate of Insurance stating that there is presently in effect for CONSULTANT:
1. Commercial General liability insurance 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.
 2. Worker's Compensation insurance in the minimum statutorily required coverage amount.
 3. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
 4. 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.
- B. The Certificate of Insurance will provide:
1. That the insurance policies will not be cancelled without thirty (30) calendar days prior written notice to COMMISSION, except 10-day notice of cancellation for non-payment of premium.
 2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission."
 3. That COMMISSION will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the insurance herein provided for shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least ten (10) calendar 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 AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COMMISSION. In the event CONSULTANT fails to keep in effect at all

times insurance coverage as herein provided, COMMISSION may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

- D. If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees to 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.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COMMISSION governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COMMISSION has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XIX 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 COMMISSION’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COMMISSION’s Contract Administrator.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COMMISSION has the right to annul this AGREEMENT without liability; pay only for the value of the work actually

performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COMMISSION's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, 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 CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COMMISSION, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COMMISSION has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. 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.

ARTICLE XXIV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of COMMISSION, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COMMISSION shall be entitled to, and CONSULTANT shall deliver to COMMISSION, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COMMISSION which is in CONSULTANT's possession. Publication of the

information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COMMISSION.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COMMISSION for another project or project location shall be at COMMISSION's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COMMISSION may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA 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.

ARTICLE XXV CLAIMS FILED BY COMMISSION's CONSTRUCTION CONTRACTOR

- A. If claims are filed by COMMISSION's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with COMMISSION's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVI 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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.

ARTICLE XXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §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.

ARTICLE XXVIII 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 AGREEMENT record.

ARTICLE XXIX RETENTION OF FUNDS

No retainage will be withheld by COMMISSION from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. 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 or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXX 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: CSG CONSULTANTS, INC.
HATEM AHMED, Project Manager
3150 ALMADEN EXPRESSWAY #255
SAN JOSE, CA 95118

COMMISSION: SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION
SARAH CHRISTENSEN, PE, Contract Administrator
1523 PACIFIC AVE.
SANTA CRUZ, CA 95060

ARTICLE XXXII CONTRACT

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.

ARTICLE XXXIII SIGNATURES

4. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

Guy Preston
Executive Director

Date: _____

1. APPROVED AS TO FORM

Steve Mattas
RTC Legal Counsel

Date: _____

2. CSG CONSULTANTS, INC.

Hatem Ahmed
Vice President

Date: _____

3. APPROVED AS TO INSURANCE

Yesenia Parra
Administrative Services Officer

Date: _____

Attachments:

1. LAPM Exhibit 10-H Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ___ CSG Consultants, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date ___ 10/28/19

For Combined Rate	Fringe Benefit % + General & Administrative %	=133.14	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee =10.00 %			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for Classifications Only
	Straight OT(2x)	OT(1.5x)		From	To			
Principal Engineer – Various	\$220.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$86.00		Not Applicable
	\$231.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$90.30	5.0%	
	\$243.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$94.82	5.0%	
Senior Engineer –Various	\$190.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$74.00		Not Applicable
	\$200.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$77.70	5.0%	
	\$209.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$81.59	5.0%	
Principal Planner –Various	\$175.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$68.50		Not Applicable
	\$184.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$71.93	5.0%	
	\$193.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$75.52	5.0%	
Associate Engineer - Various	\$165.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$64.50		Not Applicable
	\$173.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$67.73	5.0%	
	\$182.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$71.11	5.0%	
Administrative Assistant - Various	\$90.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$35.00		Not Applicable
	\$95.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$36.75	5.0%	
	\$99.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$38.59	5.0%	

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant CSG Consultants, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date 10/28/19

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1		\$.58	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**


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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Dave Gottlieb Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 10/28/2019

Email: daveg@csgengr.com Phone Number: 650-522-2571

Address: 550 Pilgrim Drive Foster City CA 94404

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

List services the consultant is providing under the proposed contract:

Project Management, Program Management, Civil Engineering, Project Control and Construction
Administration offsite services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ___ CSG Consultants, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date ___ 10/28/19

For Combined Rate	Fringe Benefit % + General & Administrative %	=133.14	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee =10.00 %			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for Classifications Only
	Straight OT(2x)	OT(1.5x)		From	To			
Principal Engineer – Various	\$214.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$86.00		Not Applicable
	\$225.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$90.30	5.0%	
	\$236.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$94.82	5.0%	
Senior Engineer –Various	\$184.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$74.00		Not Applicable
	\$193.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$77.70	5.0%	
	\$203.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$81.59	5.0%	
Principal Planner –Various	\$170.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$68.50		Not Applicable
	\$179.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$71.93	5.0%	
	\$187.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$75.52	5.0%	
Associate Engineer - Various	\$160.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$64.50		Not Applicable
	\$168.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$67.73	5.0%	
	\$176.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$71.11	5.0%	
Administrative Assistant - Various	\$87.00	\$0.00	\$0.00	01/01/2019	12/31/2019	\$35.00		Not Applicable
	\$91.00	\$0.00	\$0.00	01/01/2020	12/31/2020	\$36.75	5.0%	
	\$96.00	\$0.00	\$0.00	01/01/2021	12/31/2021	\$38.59	5.0%	

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant CSG Consultants, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date 10/28/19

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
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Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**


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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Dave Gottlieb Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 10/28/2019

Email: daveg@csgengr.com Phone Number: 650-522-2571

Address: 550 Pilgrim Drive Foster City CA 94404

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

List services the consultant is providing under the proposed contract:

Project Management, Program Management, Civil Engineering, Project Control and Construction Administration onsite services

Cost Proposal

EXHIBIT 10-H COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant **MNS Engineers, Inc.** Contract No. _____ Date 10/30/2019

54.32% + 75.41% + General Administration % = 129.73%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = **10.00%**

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer Shawn Kowalewski, PE	\$236.91	\$355.36	\$473.82	10/1/2019	6/30/2020	\$93.75		Not Applicable
	\$246.39	\$369.58	\$492.77	7/1/2020	6/30/2021	\$97.50	4.00%	
	\$256.24	\$384.36	\$512.48	7/1/2021	6/30/2022	\$101.40	4.00%	
Project Manager/Principal Engineer Martha Dadala, PE	\$279.44	\$419.16	\$558.88	10/1/2019	6/30/2020	\$110.58		Not Applicable
	\$290.62	\$435.92	\$581.23	7/1/2020	6/30/2021	\$115.00	4.00%	
	\$302.24	\$453.36	\$604.48	7/1/2021	6/30/2022	\$119.60	4.00%	
QA/QC Manager Alex Ng, PE	\$184.68	\$277.01	\$369.35	10/1/2019	6/30/2020	\$73.08		Not Applicable
	\$192.06	\$288.09	\$384.12	7/1/2020	6/30/2021	\$76.00	4.00%	
	\$199.74	\$299.62	\$399.49	7/1/2021	6/30/2022	\$79.04	4.00%	
Senior Project Engineer Vidya Devarajan, PE	\$125.75	\$188.62	\$251.49	10/1/2019	6/30/2020	\$49.76		Not Applicable
	\$130.77	\$196.16	\$261.55	7/1/2020	6/30/2021	\$51.75	4.00%	
	\$136.01	\$204.01	\$272.01	7/1/2021	6/30/2022	\$53.82	4.00%	
Senior Project Engineer Francisco Zinkewich, PE	\$126.35	\$189.53	\$252.70	10/1/2019	6/30/2020	\$50.00		Not Applicable
	\$131.41	\$197.11	\$262.81	7/1/2020	6/30/2021	\$52.00	4.00%	
	\$136.66	\$204.99	\$273.32	7/1/2021	6/30/2022	\$54.08	4.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant or Subconsultant

MNS Engineers, Inc.Contract No. 0Date 10/30/2019

$$54.32\% + 75.41\% + \text{General Administration \%} = 129.73\%$$

(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = **10.00%****BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Constructability Reviewer Paul Goryl, PE, LEED AP	\$310.17	\$465.25	\$620.34	10/1/2019	6/30/2020	\$122.74		Not Applicable
	\$322.57	\$483.86	\$645.15	7/1/2020	6/30/2021	\$127.65	4.00%	
	\$335.48	\$503.22	\$670.95	7/1/2021	6/30/2022	\$132.76	4.00%	
Constructability Reviewer Thomas Fresquez, PE	\$234.28	\$351.42	\$468.56	10/1/2019	6/30/2020	\$92.71		Not Applicable
	\$243.65	\$365.48	\$487.30	7/1/2020	6/30/2021	\$96.42	4.00%	
	\$253.40	\$380.10	\$506.80	7/1/2021	6/30/2022	\$100.28	4.00%	
Caltrans District 5 Liaison Steve DiGrazia, PE, PMP	\$132.67	\$199.00	\$265.34	10/1/2019	6/30/2020	\$52.50		Not Applicable
	\$137.98	\$206.96	\$275.95	7/1/2020	6/30/2021	\$54.60	4.00%	
	\$143.49	\$215.24	\$286.99	7/1/2021	6/30/2022	\$56.78	4.00%	
Senior Grant Writer Greg Jaquez, PE	\$160.82	\$241.23	\$321.64	10/1/2019	6/30/2020	\$63.64		Not Applicable
	\$167.25	\$250.88	\$334.51	7/1/2020	6/30/2021	\$66.19	4.00%	
	\$173.94	\$260.91	\$347.89	7/1/2021	6/30/2022	\$68.83	4.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant or Subconsultant	MNS Engineers, Inc.	Contract No. 0	Date 10/30/2019
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IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

Note: Mark-ups are Not Allowed

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ActiveWayz ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ TBD

Date _____

For Combined Rate					
	Fringe Benefit%	+	Overhead%	+	General & Administrative %
					=
	0.00%		110.00%		Combined ICR%
					110.00%
For Home Office Rate					
	Fringe Benefit%	+	Overhead%	+	General & Administrative %
					=
	0.00%		110.00%		Home Office
					110.00%
For Field Office Rate					
	Fringe Benefit%	+	Overhead%	+	General & Administrative %
					=
	0.00%		110.00%		Field Office ICR%
					110.00%
Fee = 15.00%					

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Admas Zewdie Project Manager	\$ 193.20			1/1/2020	12/31/2020	\$ 80.00		NA
	\$ 202.86			1/1/2021	12/31/2021	\$ 84.00	5%	
	\$ 213.00			1/1/2022	12/31/2022	\$ 88.20	5%	
	\$ 223.65			1/1/2023	12/31/2023	\$ 92.61	5%	
	\$ 234.83			1/1/2024	12/31/2024	\$ 97.24	5%	
Sr. Design Engineer	\$ 96.60			1/1/2020	12/31/2020	\$ 40.00		NA
	\$ 101.43			1/1/2021	12/31/2021	\$ 42.00	5%	
	\$ 106.50			1/1/2022	12/31/2022	\$ 44.10	5%	
	\$ 111.84			1/1/2023	12/31/2023	\$ 46.31	5%	
	\$ 117.44			1/1/2024	12/31/2024	\$ 48.63	5%	
Design Engineer	\$ 84.53			1/1/2020	12/31/2020	\$ 35.00		NA
	\$ 88.75			1/1/2021	12/31/2021	\$ 36.75	5%	
	\$ 93.19			1/1/2022	12/31/2022	\$ 38.59	5%	
	\$ 97.86			1/1/2023	12/31/2023	\$ 40.52	5%	
	\$ 102.76			1/1/2024	12/31/2024	\$ 42.55	5%	
Engineering Technician	\$ 72.45			1/1/2020	12/31/2020	\$ 30.00		NA
	\$ 76.07			1/1/2021	12/31/2021	\$ 31.50	5%	
	\$ 79.89			1/1/2022	12/31/2022	\$ 33.08	5%	
	\$ 83.87			1/1/2023	12/31/2023	\$ 34.73	5%	
	\$ 88.08			1/1/2024	12/31/2024	\$ 36.47	5%	
Project Coordinator	\$ 72.45			1/1/2020	12/31/2020	\$ 30.00		NA
	\$ 76.07			1/1/2021	12/31/2021	\$ 31.50	5%	
	\$ 79.89			1/1/2022	12/31/2022	\$ 33.08	5%	
	\$ 83.87			1/1/2023	12/31/2023	\$ 34.73	5%	
	\$ 88.08			1/1/2024	12/31/2024	\$ 36.47	5%	

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ActiveWayz Engineering ☐ Prime Consultant ☒ Subconsultant

Project No. _____

Contract No. _____

Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ Per IRS rate	\$
B/W Copies, In-house			\$.06-.25/page	
Color Copies/Prints, In-house			\$.50-1.75/page	
Vendor/Subconsultant Services			\$ at cost	
Equipment Rental and Supplies			\$ at cost	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

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

Cost Proposal
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements.

Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Admas Zewdie, P.E.

Title *: President

Signature: 

Date of Certification (mm/dd/yyyy): _____

Email: admas@activewayz.engineering

Phone Number: (510) 989-2420

Address: 7901 Oakport Street, Suite 4225, Oakland, CA 94621

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

List services the consultant is providing under the proposed contract:

ACTIVE TRANSPORTATION PROJECT MANAGEMENT

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Rail Surveyors and Engineers, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No: SCCRTC On-Call Project Management ServicesContact No. N/AParticipation Amount \$ TBDDate: 10/25/2019

For Combined Rate	Fringe Benefit %		General & Administrative %		Combined ICR %
	0.00%	+	0.00%	=	0.00%
OR					
For Home Office Rate	Fringe Benefit %		General & Administrative %		Home Office ICR %
	46.61%	+	75.24%	=	121.85%
For Field Office Rate	Fringe Benefit %		General & Administrative %		Field Office ICR %
	46.61%	+	73.69%	=	120.30%

FEE % = 10%
Salary Increase % = 3.50%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Phil Leong, PE Project Manager	\$226.77	N/A	N/A	1/1/2019	12/31/2019	\$93.58		N/A
	\$234.71	N/A	N/A	1/1/2020	12/31/2020	\$96.86	3.50%	
	\$234.71	N/A	N/A	1/1/2021	12/31/2021	\$96.86	3.50%	
	\$242.92	N/A	N/A	1/1/2022	12/31/2022	\$100.25	3.50%	
	\$251.43	N/A	N/A	1/1/2023	12/31/2023	\$103.75	3.50%	
	\$260.23	N/A	N/A	1/1/2024	12/31/2024	\$107.39	3.50%	
Jennifer Ma, PE Senior Engineer	\$213.15	N/A	N/A	1/1/2019	12/31/2019	\$87.96		N/A
	\$220.61	N/A	N/A	1/1/2020	12/31/2020	\$91.04	3.50%	
	\$220.61	N/A	N/A	1/1/2021	12/31/2021	\$91.04	3.50%	
	\$228.34	N/A	N/A	1/1/2022	12/31/2022	\$94.22	3.50%	
	\$236.33	N/A	N/A	1/1/2023	12/31/2023	\$97.52	3.50%	
	\$244.60	N/A	N/A	1/1/2024	12/31/2024	\$100.94	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Jorge Sanchez, PE Senior Engineer	\$205.37	N/A	N/A	1/1/2019	12/31/2019	\$84.75		N/A
	\$212.56	N/A	N/A	1/1/2020	12/31/2020	\$87.72	3.50%	
	\$212.56	N/A	N/A	1/1/2021	12/31/2021	\$87.72	3.50%	
	\$220.00	N/A	N/A	1/1/2022	12/31/2022	\$90.79	3.50%	
	\$227.70	N/A	N/A	1/1/2023	12/31/2023	\$93.96	3.50%	
	\$235.67	N/A	N/A	1/1/2024	12/31/2024	\$97.25	3.50%	
Jason Chung, PE, TE Senior Engineer	\$221.68	N/A	N/A	1/1/2019	12/31/2019	\$91.48		N/A
	\$229.44	N/A	N/A	1/1/2020	12/31/2020	\$94.68	3.50%	
	\$229.44	N/A	N/A	1/1/2021	12/31/2021	\$94.68	3.50%	
	\$237.47	N/A	N/A	1/1/2022	12/31/2022	\$98.00	3.50%	
	\$245.78	N/A	N/A	1/1/2023	12/31/2023	\$101.43	3.50%	
	\$254.39	N/A	N/A	1/1/2024	12/31/2024	\$104.98	3.50%	
Blake Clark, PE Senior Engineer	\$202.35	N/A	N/A	1/1/2019	12/31/2019	\$83.50		N/A
	\$209.43	N/A	N/A	1/1/2020	12/31/2020	\$86.42	3.50%	
	\$209.43	N/A	N/A	1/1/2021	12/31/2021	\$86.42	3.50%	
	\$216.76	N/A	N/A	1/1/2022	12/31/2022	\$89.45	3.50%	
	\$224.34	N/A	N/A	1/1/2023	12/31/2023	\$92.58	3.50%	
	\$232.20	N/A	N/A	1/1/2024	12/31/2024	\$95.82	3.50%	
Nasser Ashrafi, PE Senior Engineer	\$226.75	N/A	N/A	1/1/2019	12/31/2019	\$93.57		N/A
	\$234.68	N/A	N/A	1/1/2020	12/31/2020	\$96.84	3.50%	
	\$234.68	N/A	N/A	1/1/2021	12/31/2021	\$96.84	3.50%	
	\$242.90	N/A	N/A	1/1/2022	12/31/2022	\$100.23	3.50%	
	\$251.40	N/A	N/A	1/1/2023	12/31/2023	\$103.74	3.50%	
	\$260.20	N/A	N/A	1/1/2024	12/31/2024	\$107.37	3.50%	
Larry Johnson, PE, SE Senior Engineer	\$227.04	N/A	N/A	1/1/2019	12/31/2019	\$93.69		N/A
	\$234.99	N/A	N/A	1/1/2020	12/31/2020	\$96.97	3.50%	
	\$234.99	N/A	N/A	1/1/2021	12/31/2021	\$96.97	3.50%	
	\$243.21	N/A	N/A	1/1/2022	12/31/2022	\$100.36	3.50%	
	\$251.72	N/A	N/A	1/1/2023	12/31/2023	\$103.88	3.50%	
	\$260.53	N/A	N/A	1/1/2024	12/31/2024	\$107.51	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Stacey Ingersoll Senior Engineer	\$205.96	N/A	N/A	1/1/2019	12/31/2019	\$84.99		N/A
	\$213.16	N/A	N/A	1/1/2020	12/31/2020	\$87.96	3.50%	
	\$213.16	N/A	N/A	1/1/2021	12/31/2021	\$87.96	3.50%	
	\$220.63	N/A	N/A	1/1/2022	12/31/2022	\$91.04	3.50%	
	\$228.35	N/A	N/A	1/1/2023	12/31/2023	\$94.23	3.50%	
	\$236.34	N/A	N/A	1/1/2024	12/31/2024	\$97.53	3.50%	
Project Manager	\$198.71	N/A	N/A	1/1/2019	12/31/2019	\$82.00		\$65 - \$99
	\$205.67	N/A	N/A	1/1/2020	12/31/2020	\$84.87	3.50%	
	\$205.67	N/A	N/A	1/1/2021	12/31/2021	\$84.87	3.50%	
	\$212.86	N/A	N/A	1/1/2022	12/31/2022	\$87.84	3.50%	
	\$220.31	N/A	N/A	1/1/2023	12/31/2023	\$90.91	3.50%	
	\$228.02	N/A	N/A	1/1/2024	12/31/2024	\$94.10	3.50%	
Senior Engineer / Senior Inspector / Resident Engineer	\$193.86	N/A	N/A	1/1/2019	12/31/2019	\$80.00		\$65 - \$95
	\$200.65	N/A	N/A	1/1/2020	12/31/2020	\$82.80	3.50%	
	\$200.65	N/A	N/A	1/1/2021	12/31/2021	\$82.80	3.50%	
	\$207.67	N/A	N/A	1/1/2022	12/31/2022	\$85.70	3.50%	
	\$214.94	N/A	N/A	1/1/2023	12/31/2023	\$88.70	3.50%	
	\$222.46	N/A	N/A	1/1/2024	12/31/2024	\$91.80	3.50%	
Project Engineer / Inspector	\$145.40	N/A	N/A	1/1/2019	12/31/2019	\$60.00		\$45 - \$75
	\$150.49	N/A	N/A	1/1/2020	12/31/2020	\$62.10	3.50%	
	\$150.49	N/A	N/A	1/1/2021	12/31/2021	\$62.10	3.50%	
	\$155.75	N/A	N/A	1/1/2022	12/31/2022	\$64.27	3.50%	
	\$161.21	N/A	N/A	1/1/2023	12/31/2023	\$66.52	3.50%	
	\$166.85	N/A	N/A	1/1/2024	12/31/2024	\$68.85	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Contract Admin / Project Controls	\$133.28	N/A	N/A	1/1/2019	12/31/2019	\$55.00		\$35 - \$75
	\$137.95	N/A	N/A	1/1/2020	12/31/2020	\$56.93	3.50%	
	\$137.95	N/A	N/A	1/1/2021	12/31/2021	\$56.93	3.50%	
	\$142.77	N/A	N/A	1/1/2022	12/31/2022	\$58.92	3.50%	
	\$147.77	N/A	N/A	1/1/2023	12/31/2023	\$60.98	3.50%	
	\$152.94	N/A	N/A	1/1/2024	12/31/2024	\$63.11	3.50%	

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Rail Surveyors and Engineers, Inc. ☒ Prime Consultant ☐ Subconsultant
 Project No. On-Call Consulting Services Contract No. N/A Date 2/8/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		each mile	IRS Rate	IRS Rate
Equipment Rental and Supplies			Actual Cost	Actual Cost
Permit Fees			Actual Cost	Actual Cost
Reproduction			Actual Cost	Actual Cost
Delivery Services			Actual Cost	Actual Cost
Vehicle			\$ -	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Phil Leong, PE</u>	Title *:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/25/2019</u>
Email:	<u>pleong@rsesorp.com</u>	Phone Number:	<u>(650) 826-1858</u>
Address:	<u>1075 Old County Road, Suite D Belmont, CA 94002</u>		

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

List services the consultant is providing under the proposed contract:

PM Support (Project and Program Management for rail related projects)

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Rail Surveyors and Engineers, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No: SCCRTC On-Call Project Management ServicesContact No. N/AParticipation Amount \$ TBDDate: 10/25/2019

For Combined Rate	Fringe Benefit %		General & Administrative %		Combined ICR %
	0.00%	+	0.00%	=	0.00%
OR					
For Home Office Rate	Fringe Benefit %		General & Administrative %		Home Office ICR %
	46.61%	+	75.24%	=	121.85%
For Field Office Rate	Fringe Benefit %		General & Administrative %		Field Office ICR %
	46.61%	+	73.69%	=	120.30%

FEE % = 10%
Salary Increase % = 3.50%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Phil Leong, PE Project Manager	\$228.37	N/A	N/A	1/1/2019	12/31/2019	\$93.58		N/A
	\$236.36	N/A	N/A	1/1/2020	12/31/2020	\$96.86	3.50%	
	\$236.36	N/A	N/A	1/1/2021	12/31/2021	\$96.86	3.50%	
	\$244.63	N/A	N/A	1/1/2022	12/31/2022	\$100.25	3.50%	
	\$253.20	N/A	N/A	1/1/2023	12/31/2023	\$103.75	3.50%	
	\$262.06	N/A	N/A	1/1/2024	12/31/2024	\$107.39	3.50%	
Jennifer Ma, PE Senior Engineer	\$214.65	N/A	N/A	1/1/2019	12/31/2019	\$87.96		N/A
	\$222.17	N/A	N/A	1/1/2020	12/31/2020	\$91.04	3.50%	
	\$222.17	N/A	N/A	1/1/2021	12/31/2021	\$91.04	3.50%	
	\$229.94	N/A	N/A	1/1/2022	12/31/2022	\$94.22	3.50%	
	\$237.99	N/A	N/A	1/1/2023	12/31/2023	\$97.52	3.50%	
	\$246.32	N/A	N/A	1/1/2024	12/31/2024	\$100.94	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Jorge Sanchez, PE Senior Engineer	\$206.82	N/A	N/A	1/1/2019	12/31/2019	\$84.75		N/A
	\$214.06	N/A	N/A	1/1/2020	12/31/2020	\$87.72	3.50%	
	\$214.06	N/A	N/A	1/1/2021	12/31/2021	\$87.72	3.50%	
	\$221.55	N/A	N/A	1/1/2022	12/31/2022	\$90.79	3.50%	
	\$229.30	N/A	N/A	1/1/2023	12/31/2023	\$93.96	3.50%	
	\$237.33	N/A	N/A	1/1/2024	12/31/2024	\$97.25	3.50%	
Jason Chung, PE, TE Senior Engineer	\$223.24	N/A	N/A	1/1/2019	12/31/2019	\$91.48		N/A
	\$231.06	N/A	N/A	1/1/2020	12/31/2020	\$94.68	3.50%	
	\$231.06	N/A	N/A	1/1/2021	12/31/2021	\$94.68	3.50%	
	\$239.14	N/A	N/A	1/1/2022	12/31/2022	\$98.00	3.50%	
	\$247.51	N/A	N/A	1/1/2023	12/31/2023	\$101.43	3.50%	
	\$256.18	N/A	N/A	1/1/2024	12/31/2024	\$104.98	3.50%	
Blake Clark, PE Senior Engineer	\$203.77	N/A	N/A	1/1/2019	12/31/2019	\$83.50		N/A
	\$210.90	N/A	N/A	1/1/2020	12/31/2020	\$86.42	3.50%	
	\$210.90	N/A	N/A	1/1/2021	12/31/2021	\$86.42	3.50%	
	\$218.28	N/A	N/A	1/1/2022	12/31/2022	\$89.45	3.50%	
	\$225.92	N/A	N/A	1/1/2023	12/31/2023	\$92.58	3.50%	
	\$233.83	N/A	N/A	1/1/2024	12/31/2024	\$95.82	3.50%	
Nasser Ashrafi, PE Senior Engineer	\$228.34	N/A	N/A	1/1/2019	12/31/2019	\$93.57		N/A
	\$236.34	N/A	N/A	1/1/2020	12/31/2020	\$96.84	3.50%	
	\$236.34	N/A	N/A	1/1/2021	12/31/2021	\$96.84	3.50%	
	\$244.61	N/A	N/A	1/1/2022	12/31/2022	\$100.23	3.50%	
	\$253.17	N/A	N/A	1/1/2023	12/31/2023	\$103.74	3.50%	
	\$262.03	N/A	N/A	1/1/2024	12/31/2024	\$107.37	3.50%	
Larry Johnson, PE, SE Senior Engineer	\$228.64	N/A	N/A	1/1/2019	12/31/2019	\$93.69		N/A
	\$236.64	N/A	N/A	1/1/2020	12/31/2020	\$96.97	3.50%	
	\$236.64	N/A	N/A	1/1/2021	12/31/2021	\$96.97	3.50%	
	\$244.92	N/A	N/A	1/1/2022	12/31/2022	\$100.36	3.50%	
	\$253.49	N/A	N/A	1/1/2023	12/31/2023	\$103.88	3.50%	
	\$262.37	N/A	N/A	1/1/2024	12/31/2024	\$107.51	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Stacey Ingersoll Senior Engineer	\$207.41	N/A	N/A	1/1/2019	12/31/2019	\$84.99		N/A
	\$214.66	N/A	N/A	1/1/2020	12/31/2020	\$87.96	3.50%	
	\$214.66	N/A	N/A	1/1/2021	12/31/2021	\$87.96	3.50%	
	\$222.18	N/A	N/A	1/1/2022	12/31/2022	\$91.04	3.50%	
	\$229.95	N/A	N/A	1/1/2023	12/31/2023	\$94.23	3.50%	
	\$238.00	N/A	N/A	1/1/2024	12/31/2024	\$97.53	3.50%	
Project Manager	\$200.11	N/A	N/A	1/1/2019	12/31/2019	\$82.00		\$65 - \$99
	\$207.11	N/A	N/A	1/1/2020	12/31/2020	\$84.87	3.50%	
	\$207.11	N/A	N/A	1/1/2021	12/31/2021	\$84.87	3.50%	
	\$214.36	N/A	N/A	1/1/2022	12/31/2022	\$87.84	3.50%	
	\$221.86	N/A	N/A	1/1/2023	12/31/2023	\$90.91	3.50%	
	\$229.63	N/A	N/A	1/1/2024	12/31/2024	\$94.10	3.50%	
Senior Engineer / Senior Inspector / Resident Engineer	\$195.23	N/A	N/A	1/1/2019	12/31/2019	\$80.00		\$65 - \$95
	\$202.06	N/A	N/A	1/1/2020	12/31/2020	\$82.80	3.50%	
	\$202.06	N/A	N/A	1/1/2021	12/31/2021	\$82.80	3.50%	
	\$209.13	N/A	N/A	1/1/2022	12/31/2022	\$85.70	3.50%	
	\$216.45	N/A	N/A	1/1/2023	12/31/2023	\$88.70	3.50%	
	\$224.03	N/A	N/A	1/1/2024	12/31/2024	\$91.80	3.50%	
Project Engineer / Inspector	\$146.42	N/A	N/A	1/1/2019	12/31/2019	\$60.00		\$45 - \$75
	\$151.55	N/A	N/A	1/1/2020	12/31/2020	\$62.10	3.50%	
	\$151.55	N/A	N/A	1/1/2021	12/31/2021	\$62.10	3.50%	
	\$156.85	N/A	N/A	1/1/2022	12/31/2022	\$64.27	3.50%	
	\$162.34	N/A	N/A	1/1/2023	12/31/2023	\$66.52	3.50%	
	\$168.02	N/A	N/A	1/1/2024	12/31/2024	\$68.85	3.50%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Contract Admin / Project Controls	\$134.22	N/A	N/A	1/1/2019	12/31/2019	\$55.00		\$35 - \$75
	\$138.92	N/A	N/A	1/1/2020	12/31/2020	\$56.93	3.50%	
	\$138.92	N/A	N/A	1/1/2021	12/31/2021	\$56.93	3.50%	
	\$143.78	N/A	N/A	1/1/2022	12/31/2022	\$58.92	3.50%	
	\$148.81	N/A	N/A	1/1/2023	12/31/2023	\$60.98	3.50%	
	\$154.02	N/A	N/A	1/1/2024	12/31/2024	\$63.11	3.50%	

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Rail Surveyors and Engineers, Inc. ☒ Prime Consultant ☐ Subconsultant
 Project No. On-Call Consulting Services Contract No. N/A Date 2/8/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		each mile	IRS Rate	IRS Rate
Equipment Rental and Supplies			Actual Cost	Actual Cost
Permit Fees			Actual Cost	Actual Cost
Reproduction			Actual Cost	Actual Cost
Delivery Services			Actual Cost	Actual Cost
Vehicle			\$ -	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:


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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Phil Leong, PE</u>	Title *:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/25/2019</u>
Email:	<u>pleong@rsesorp.com</u>	Phone Number:	<u>(650) 826-1858</u>
Address:	<u>1075 Old County Road, Suite D Belmont, CA 94002</u>		

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

List services the consultant is providing under the proposed contract:

PM Support (Project and Program Management for rail related projects)

AGENDA: December 5, 2019

TO: Regional Transportation Commission (RTC)
FROM: Luis Pavel Mendez, Deputy Director
RE: Track Improvement for Rail Vehicle Demonstrations

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution ([Attachment 1](#)) authorizing the Executive Director to:

1. Enter into a prevailing wage no bid contract with Industrial Railways Company (IRC) to upgrade the Santa Cruz Branch Rail Line track between Capitola and Santa Cruz to Federal Railroad Administration (FRA) Class I standards for a contract value not to exceed \$60,000 and a term ending on December 31, 2020; and
2. Enter into a temporary license agreement with TIG/m for demonstration of its passenger rail trolley vehicle between Capitola and Santa Cruz and in Watsonville.

Both documents identified immediately above in substantially the same form as attached to this staff report but subject to approval by RTC's General Counsel.

BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) right-of-way in 2012 to preserve existing rail service, implement recreational rail service, build a bicycle and pedestrian path and investigate potential future rail transit service. Since then the RTC has ensured continuation of freight service, implemented recreational rail service, began construction of a bicycle and pedestrian path and completed a couple of studies on potential additional uses of the branch line right-of-way. The RTC recently hired a consultant to undertake the next step for considering potential future uses through an alternatives analysis for high capacity public transit on the Branch Line. A component of that alternatives analysis is consideration of potential vehicles and technologies.

At its September meeting, the RTC received a presentation from TIG/m, a company base in Southern California that manufactures electric trolleys powered with on-board batteries and hydrogen fuel cells. TIG/m proposed to conduct a demonstration of its vehicles and the RTC was supportive of the proposed demonstration, which would help to provide information for the alternatives analysis.

DISCUSSION

Track Upgrade to Class I

TIG/m has been working with RTC staff, Saint Paul and Pacific Railroad (SPPR) and the Federal Railroad Administration (FRA) to ensure that everything needed for a passenger rail vehicle demonstration is in place. Per FRA requirements, the track must be at Class I for a passenger rail vehicle to operate on the rail line. Inspections of the track between Capitola and Santa Cruz revealed that some work is needed to ensure that the track is at Class I for that segment. This includes replacement of about 50 ties, replacement of a 20-foot section of rail, and alignment of skewed ties. In addition, the inspections identified the need of about 155 tons of ballast rock at a curve in Capitola and about 125 tons of ballast rock at the ends of the harbor bridge. Completing the work necessary to upgrade the Capitola to Santa Cruz segment to FRA Class I track, will permit the RTC to allow the TIG/m demonstration on that segment and will also make it possible for the RTC to have other rail vehicle demonstrations as part of the alternatives analysis for the Branch Line.

The Administration Coordination and License (ACL) agreement between the RTC and SPPR stipulates that the RTC must ensure that the track is at FRA Class I before handing it off to SPPR for operations and maintenance. RTC staff has been working to ensure that storm damage is repaired and bridges are in adequate condition for rail operations. Staff anticipated working on ensuring that the track is at FRA Class I after storm damage repair was well under way. However, it is possible to address track segments as needed. Therefore, since the work identified in the inspections will allow passenger rail vehicle demonstrations as part of the alternatives analysis and it is work that the RTC must do under its agreement with SPPR, RTC obtained quotes from two railroad contractors for the work needed. The quotes were as follows:

Contractor	Track Work	Ballast Rock Work	Total
Industrial Railways Co.	\$42,040	\$17,797	\$59,837
H&H Engineering	\$46,147	\$20,967	\$67,114

Industrial Railways Company submitted the lower quote.

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 up to \$60,000. Since the cost of the track repairs to ensure the track between Capitola and Santa Cruz is at FRA Class I was negotiated to be \$60,000, it is not required that the RTC advertise for bids for this work. Therefore, **staff recommends that the RTC approve the attached resolution (Attachment 1) authorizing the Executive Director to enter into a prevailing wage no bid contract with Industrial Railways Company to upgrade the Santa Cruz Branch Rail Line track between Capitola and Santa Cruz to FRA Class I standards for a contract value not to exceed \$60,000 and a term ending on December 31, 2020.**

Temporary License to Operate for TIG/m

TIG/m is planning to run the demonstration train between Capitola and the Santa Cruz Boardwalk beginning in the middle of February to ensure that there is no conflict with the Santa Cruz Big Trees and Pacific Railroad operations to the Santa Cruz Boardwalk which begin a little later in the year. TIG/m also plans to take their rail vehicle to Watsonville to showcase for a couple of days. TIG/m does not intend to charge for riding the trolley and will be open to everyone.

As provided in the administration, coordination and license (ACL) agreement between the RTC and SPPR, the RTC may provide operating licenses to third parties. Demonstration of the TIG/m trolley vehicle would provide the Santa Cruz County with a field demonstration of one of the advanced technologies available for study as part of its planned high-capacity public transit alternatives analysis for the rail line. TIG/m will bear all the cost associated with the demonstration, except for the track upgrades, which is an existing obligation under the RTC's ACL agreement with its operator, SPPR. Therefore, **staff recommends that the RTC authorize the Executive Director to negotiate and execute a temporary license agreement with TIG/m for demonstration of its passenger rail trolley vehicle between Capitola and Santa Cruz and in Watsonville (Exhibit B to Attachment 1), subject to legal approval as to form.**

FISCAL IMPACT

The RTC's budget for the Santa Cruz Branch Rail Line provides funds to maintain and repair the railroad infrastructure for preservation as needed. The approved Measure D-Rail Corridor Five-Year Program of Projects includes a total of \$1,580,491 for track infrastructure and signage maintenance and repairs, which includes work to repair track to Class I track certification. The FY 19/20 budget includes \$800,000 for track infrastructure maintenance and repairs, which has enough remaining capacity to fund the proposed \$60,000 contract; therefore, there is no new fiscal impacts associated with the proposed contract to repair this section of the track to Class I certification.

There is no fiscal impact to the RTC to provide a temporary license for a rail vehicle demonstration.

SUMMARY

RTC staff obtained quotes for work needed to ensure that the track between Capitola and Santa Cruz meets FRA Class I standards to allow demonstrations of rail vehicles as part of the high capacity public transit alternatives analysis and to meet RTC obligations to repair tracks as required by the ACL agreement. Staff recommends entering into a prevailing wage no bid contract with Industrial Railways Company, who provided the lower quote. Staff also recommends authorizing a temporary license to operate for TIG/m to conduct a passenger rail trolley vehicle demonstration.

Attachments:

1. Resolution authorizing a contract for rail track repairs and a temporary license to operate
2. Draft prevailing wage no bid contract with Industrial Railways Company
3. Draft temporary license agreement with TIG/m

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission

on the date of December 5, 2019
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT
WITH INDUSTRIAL RAILWAYS COMPANY FOR TRACK WORK NOT TO EXCEED \$60,000
AND A TEMPORARY LICENSE TO OPERATE WITH TIG/M FOR
DEMONSTRATION OF A PASSENGER RAIL TROLLEY VEHICLE

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line in 2012 to preserve existing rail service, implement recreational rail service, build a bicycle and pedestrian path and investigate potential future rail transit; and

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

WHEREAS, the agreement with the rail operator obligates the RTC to make storm damage repairs to the rail line infrastructure and ensure that the track meets Federal Railroad Administration (FRA) Class I standards; and

WHEREAS, the outcome of the Unified Corridor Investment Study directed staff to conduct additional analysis of high-capacity public transit alternatives on the Santa Cruz Branch Rail Line; and

WHEREAS, the high-capacity public transit alternatives analysis will include an analysis of potential equipment and technology, which would benefit from demonstrations of such equipment and technology; and

WHEREAS, TIG/m, a Southern California company, has proposed to demonstrate its electric passenger rail trolley vehicle in Santa Cruz County and will bear all of the costs, except the cost of any required track repairs; and

WHEREAS, demonstration of passenger rail equipment requires that the track meet FRA Class I standards; and

WHEREAS, funds from Measure D are available to repair and preserve the Santa Cruz Branch Rail Line rail infrastructure; and

WHEREAS, the RTC's previously approved FY19/20 budget includes \$800,000 for track infrastructure maintenance and repairs, which has capacity for the track work needed to conduct rail vehicle demonstrations between Capitola and Santa Cruz;

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

1. The Executive Director is authorized to negotiate and execute an agreement with Industrial Railways Company to make repairs to the Santa Cruz Branch Rail Line track between Capitola and Santa Cruz to ensure that it meets FRA Class I standards for a contract value not to exceed \$60,000 and term ending December 31, 2020 subject to legal approval as to form; and
2. The Executive Director is authorized to negotiate and execute a temporary license agreement with TIG/m for demonstration of its passenger rail trolley vehicle between Capitola and Santa Cruz and in Watsonville, subject to legal approval as to form.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

ATTEST:

Ed Bottorff, Chair

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

s:\resoluti\2019\12\class i track work and rail vehicle demo license-res.docx

Contract No.

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 INDUSTRIAL RAILWAYS COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: upgrade railroad track on the Santa Cruz Branch Rail Line between mileposts 16.0 and 19.9 to ensure that the track meets Class I standards of the Federal Railroad Administration (FRA) as shown on the Exhibit A: Scope of Work and Cost (hereinafter "the project").

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed \$60,000 after receipt and contract manager approval of invoices with detailed information on work completed and cost according to Exhibit A: Scope of Work and Cost upon the satisfactory completion of project.

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 through December 31, 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, and a Motor Carrier Act Endorsement for hazardous materials clean up (MCS-90) 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 \$5,000,000 per occurrence and \$10,000,000 aggregate, including coverage for: (a) bodily injury and death, (b) personal injury, (c) broad form property damage, (d) contractual liability, (e) fire legal liability, (f) products and completed operations and (g) cross-liability.

(4) Railroad Protective Liability insurance naming only SCCRTC and St. Paul & Pacific Railway as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC. This insurance coverage shall not be required by the SCCRTC if this segment of track is out of service for the duration of construction, by initialed here _____.

(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 Automobile, Comprehensive or Commercial General Liability or Excess Liability Insurance shall be endorsed to contain the following clause:

“Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission.”

Any exclusions for railroads (except where the job site is more than fifty feet from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

Subrogation against SCCRTC, St. Paul & Pacific Railway, and Progressive Rail shall be waived.

(4) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

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

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

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

Santa Cruz County Regional Transportation Commission

**Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060**

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

7. 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 – Scope of Work and Cost

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.

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SIGNATURE PAGE

Contract No. _____

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. XXXXXXXXXXXXXXXXXXXX, Inc.

4. SANTA CRUZ COUNTY
REGIONAL TRASPORTATION
COMMISSION

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: XXXXXXXXXXXX, Inc.

Address:

Telephone:

Email:

2. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Administrative Services Officer

COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal*
- *Contract Manager*
- *Contractor*

Exhibit A: Scope of Work and Cost

Santa Cruz Branch Rail Line Track Work

To ensure that the track meets Federal Railroad Administration Class I track standards between milepost 16.0 and milepost 19.9 the following work shall be performed:

- Furnish and install 51 7X9X8' railroad cross to replace ties at the locations specified in inspection report dated November 15, 2019 and to be fastened accordingly with tie plates, spikes and any other needed hardware and equipment.
- Dispose of all railroad cross ties removed.
- Furnish and install a 20-foot section of 132# rail with needed joint bars and bolts to replace broken rail at location specified in inspection report dated November 15, 2019.
- Straighten any skewed ties from milepost 16.0 to milepost 19.9 and fasten accordingly.
- Add about 280 tons of ballast rock and hand dress to create appropriate shoulders at locations identified on inspection report dated November 15, 2019.

All work is to be performed to meet all applicable Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC) and American Railway Engineering and Maintenance-of-Way Association (AREMA) standards for such work to ensure that the track is at FRA Class I.

Lump sum cost for all work: \$60,000



TEMPORARY LICENSE TO OPERATE
TIG/m Trolley Demonstration

Recitals

Whereas, the Santa Cruz County Regional Transportation Commission (SCCRTC) owns that particular real property commonly known as the Santa Cruz Branch Rail Line Right-of-Way (the "Property") along with the tracks and all railroad facilities thereon; and

Whereas, TIG/m (the "Licensee"), located at 9160 Jordan Avenue, Chatsworth, California 91311, desires to use the Property between Milepost 1.5 (2nd St in Watsonville) and Milepost 1.8 (about 235 Kearny St in Watsonville) and between Milepost 16.0 (Wharf Rd in Capitola) and Milepost 19.9 (Cliff St in Santa Cruz) for the purpose of demonstrating a passenger rail trolley (TIG/m Demonstration); and

Whereas Licensee's use of the Property for the TIG/m Demonstration is a compatible use and shall not conflict with SCCRTC's use of the Property and furthermore will help to provide information useful to the SCCRTC's alternatives analysis for high-capacity public transit on the Property;

Now, therefore the parties do hereby agree as follows:

Terms of Temporary License to Operate

1. Temporary License/Purpose. SCCRTC hereby grants a temporary license to Licensee, its contractors and/or authorized agents, to enter and conduct the TIG/m Demonstration at the locations indicated in **Exhibit A**, in accordance with the Project Description and Site Plan, attached hereto and incorporated herein, and for no other purposes, unless this temporary license is modified by the mutual written agreement of the parties hereto.

2. Term. The term of this agreement shall be from February 10, 2020 to March 5, 2020, unless earlier terminated by SCCRTC effective immediately upon written notice to Licensee.

3. License Fee. There is no fee.

4. Workmanship. Licensee will ensure that all work performed on the Property in connection with the TIG/m demonstration will be done in a good and workmanlike manner and that any resulting or remaining infrastructure will meet all required specifications and requirements for safety for its intended use.

5. Site Conditions. Licensee will ensure that the site is properly maintained in accordance with applicable legal and safety requirements, and that all necessary barriers or signage to deter unauthorized entry and to protect the public are in place. At termination of this license, Licensee shall leave the Property in clean and orderly condition and shall restore or replace in-kind any improvements or landscaping damaged by Licensee. In the event Licensee fails to carry out its obligations pursuant to this subsection, the SCCRTC shall have the right to make any corrections or repair any damages caused by Licensee, and Licensee shall be responsible to pay SCCRTC all costs arising therefrom immediately upon receipt of an invoice therefor.

6. Permits/Approvals. Licensee shall be responsible for obtaining any and all necessary permits, approvals, authorizations, inspections, etc. that may be required by the Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), St. Paul and Pacific Railroad, Progressive Rail,

and any other regulatory entities in preparation for and operation of the TIG/m Demonstration and for any work performed on the Property, expressly including but not limited to any and all regulatory oversight of the work by the County of Santa Cruz Environmental Health Division, and all costs thereof.

7. Rail Safety. At least ten (10) days before entering the Property under this Temporary License to Operate, Grantee will contact Jeannie McGovern, St. Paul & Pacific Railway to provide notice of the date, time, location, duration and nature of activity that will take place on the Property. St. Paul & Pacific Railway's contact information is: Email: jmcgovern@progressiverail.com or Phone: (612) 271-2592. The Licensee agrees to abide by all safety laws, regulations and requirements associated with operating and working on and in the vicinity of a railroad track, and all conditions of entry that may be required by St. Paul & Pacific Railway to avoid interference with its rights, including but not limited to all terms and conditions set forth in the attached SPPR Guidelines for Work on the ROW (**Exhibit C**), incorporated herein.

8. Indemnification. Licensee, on behalf of itself, its employees, contractors, and/or agents agrees to indemnify, defend, protect and hold SCCRTC, St. Paul & Pacific Railway, Progressive Rail and their respective officials, employees, agents and volunteers, and the Property, free and harmless from any and all loss, liability, claims, action, suit, proceeding, deficiency, fine, penalty, damages and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees and costs) arising directly or indirectly from Licensee's entry upon and/or use of the Property granted by this License. The foregoing obligation shall expressly apply but shall not be limited to any claims or liability arising from disturbance or release of hazardous materials, as defined by applicable law, on the Property by Licensee or its contractors, subcontractors, employees or agents. This clause shall survive expiration or termination of this Agreement.

9. Insurance. During the full term of this License, Licensee shall maintain, at its sole cost and expense, insurance coverage as detailed in **Exhibit B**, Insurance Requirements, attached hereto and incorporated herein. Licensee shall provide required certificates of insurance to SCCRTC at least ten (10) days prior to entry onto the SCCRTC Property.

10. Compliance with Applicable Law. Licensee will comply with all applicable laws, regulations, rules and permits pertaining to the Property, including, but not limited to, the Occupational Health & Safety Act and all applicable environmental laws, health and safety laws and regulations, whether federal, state or local during the term of this Agreement.

11. No Real Property Interest. It is expressly understood that this Agreement is non-possessory and does not in any way grant or convey any permanent easement, lease, fee or other interest in the Property to Licensee.

12. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

13. Modification. This Agreement may be modified only in writing, signed by the Parties to this Agreement.

14. Governing Law and Venue. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of

this Agreement must be brought in the County of Santa Cruz, State of California.

15. Assignment. This Agreement may not be assigned without the express written consent of the non-assigning Party.

In WITNESS WHEREOF,

SCCRTC has executed this Agreement as of the _____ day of _____, 20_____.

Licensee has executed this Agreement as of the _____ day of _____, 20_____.

License accepted as stipulated herein:	License granted as stipulated herein:
Name: _____ _____ Date	Santa Cruz County Regional Transportation Commission _____ Guy Preston, Executive Director Date
	APPROVED AS TO FORM: _____ SCCRTC Counsel Date
	APPROVED AS TO INSURANCE: _____ Risk Management Date
	FOR APPROVAL: _____ Engineer Date

EXHIBIT A

PROJECT DESCRIPTION AND SITE PLAN

Proposal:

Operate electric powered passenger trolley between Capitola and Santa Cruz as a demonstration for a two week period and showcase the electric passenger trolley in Watsonville for two days.

Project Location and Site Plan: Dark red area between mileposts 1.5 and 1.8 and between mileposts 16.0 and 19.9

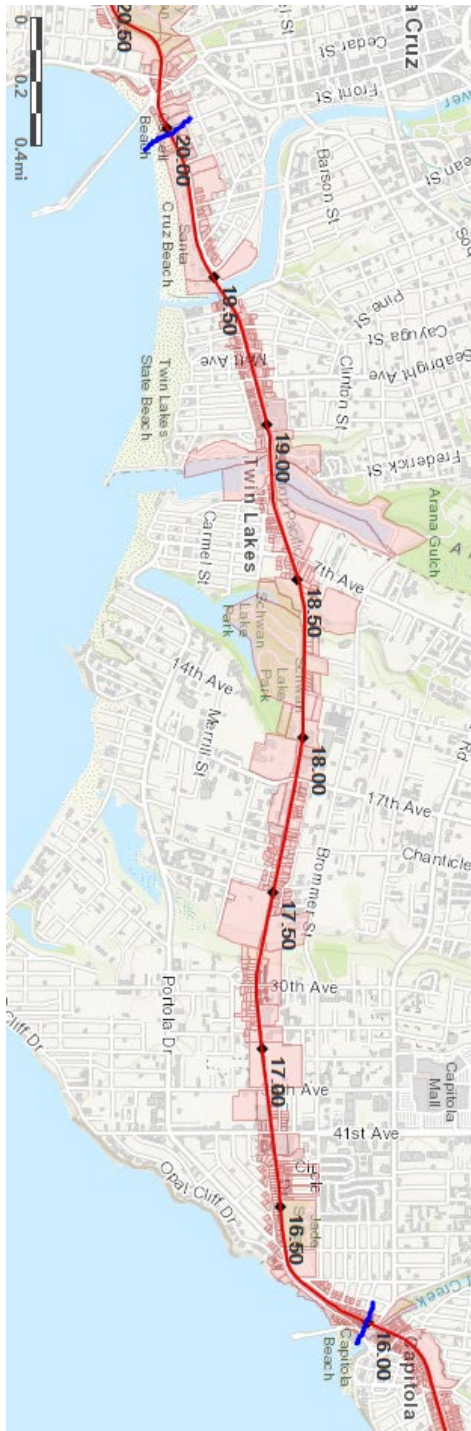


EXHIBIT B

INSURANCE REQUIREMENTS LICENSE

1. **INSURANCE.** LICENSEE, at its sole cost and expense, for the full term of this License (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 SCCRTC and any insurance or self-insurance maintained by SCCRTC shall be excess of LICENSEE'S insurance coverage and shall not contribute to it.

If LICENSEE utilizes one or more subcontractors in the performance of work pursuant to this License, LICENSEE shall obtain and maintain Independent Contractor's Insurance as to each subcontractor, or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of LICENSEE in this License, unless LICENSEE and SCCRTC 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 not be required if the LICENSEE has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of LICENSEE'S vehicles used in the performance of this License, including owned, non-owned (e.g. owned by LICENSEE'S employees), leased or hired vehicles, and a Motor Carrier Act Endorsement for hazardous materials clean up (MCS-90) 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 LICENSEE is not a material part of performance of this License and LICENSEE and SCCRTC both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$5,000,000 for each occurrence or claim and an aggregate limit of at least \$10,000,000, including coverage for: (a) bodily injury and death, (b) personal injury, (c) broad form property damage, (d) contractual liability, (e) fire legal liability, (f) products and completed operations and (g) cross-liability.

(4) Railroad Protective Liability insurance naming only SCCRTC and St. Paul & Pacific Railway as an additional insured with a combined single limit of \$10,000,000 per occurrence with a \$20,000,000 aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC. This insurance coverage shall not be required by the SCCRTC if this segment of track is out of service for the duration of construction, by initialed here _____.

(4) Professional Liability Insurance in the minimum amount of \$ _____ combined single limit, if, and only if, this Subparagraph is initialed by LICENSEE and SCCRTC ____ / ____.

B. **Other Insurance Provisions**

(1) If any insurance coverage required in this License is provided on a “Claims Made” rather than “Occurrence” form, LICENSEE agrees to maintain the required coverage for a period of three (3) years after the expiration of this License (hereinafter “post License coverage”) and any extensions thereof. LICENSEE may maintain the required post License coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post License coverage being both available and reasonably affordable in relation to the coverage provided during the term of this License. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this License in order to purchase prior acts or tail coverage for post License coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following:

“The Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under License with the SCCRTC of Santa Cruz.”

“St. Paul & Pacific Railway, Progressive Rail, their officials, employees, agents and volunteers are added as additional insured as respects the operations and activities of, or on behalf of, the named insured performed under License with the SCCRTC of Santa Cruz.”

Any exclusions for railroads (except where the job site is more than fifty feet from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

Subrogation against SCCRTC, St. Paul & Pacific Railway, and Progressive Rail shall be waived.

(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 has been given to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060-3911**

(4) LICENSEE agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide SCCRTC on or before the effective date of this License, at least ten (10) days in advance of the work, with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060-3911**

(5) If LICENSEE or subcontractor fail to procure and maintain insurance required,

SCCRTC may elect to so at the cost of LICENSEE or subcontractor, plus a 25% administrative fee.

(6) The fact that insurance is obtained by LICENSEE, or subcontractor or SCCRTC on behalf of LICENSEE or subcontractor shall not be deemed to release or diminish the liability of LICENSEE or subcontractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by SCCRTC shall not be limited by the amount of the required insurance coverage.

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

EXHIBIT C

SPPR Guidelines for Work on the ROW

Progressive Rail Inc.

Guidelines for Document Submission

Work taking place within the SPP Railroad Right of Way

Required Documents

Property Owner - SCCRTC Right of Entry Application

A Completed Right of Entry Application from the RTC is required for all work within the ROW and must be submitted to the Railroad prior to the Railroad permitting process.

Operating Railroad - Application for Right of Entry - Right of Way Release Form - Certificate of Insurance (COI)

The above-mentioned documents must be completed and submitted to our office for processing prior to any work taking place within the Railroad Right of Way. **This means work of any kind within 25' of the Rail.**

Application for Right of Entry (Attached)

The one-time Application Processing Fee is: \$500.00

This Application is to be completed and returned via email, as well as Mailing a hard copy via Courier with the payment.

Right of Way Release Form (Attached)

This is to be completed, including the projected date/dates of work, and returned via email.

This form is directly linked to the required Flagging Protection that is required to be provided by the Railroad.

The Flagging Charges will be assessed to the Contractor submitting the Right of Way Release Form.

Flagging for this project will be assessed at the rate of \$1,000.00/day; the Flagging Rate for Govt. Projects is \$500/day

The definition of a "Day": Normal Hours of Operation – 8 hours Total

Any Flagging work required outside of the Normal Hours of Operation (7:30am to 3:30pm) and/or more than 8 hours total will result in the assessment of a second "Day" Flagging charge.

Flagging is required when any work will take place within 25' of the nearest rail.

Flagging arrangements must be made via email with the Railroad Contact listed below, a minimum of 72 hours/3

Business days prior to the start of work planned within the Railroad Right of Way.

Note:

If there is a "General Contractor" for the project, that Contractor should be the one filling out and submitting the documents. All work presumed to take place within the Railroad Right of Way is to be outlined as "Scope of Work" in the Right of Entry Application. The Railroad Right of Way Release form is required for all projects. Each Contractor is required to submit one for each project (Date Specific) unless there is a General Contractor responsible for the entire Project and its Sub-Contractors.

However, a COI for the General Contractor and ALL Sub Contractors must be submitted. The COI is explained below.

o Certificate of Insurance (COI)

A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of 2 Million Dollars in Liability Coverage is possessed by that Contractor as well as the GL policy should include the CG2417 or equivalent "Contractual Liability – Railroads". Progressive Rail, Inc. shall be the certificate holder on each COI. Each COI must be submitted via email.

Railroad Contact Information

Please submit emails to: jmcgovern@progressiverail.com and nshepard@progressiverail.com

Contact for Flagging:

Nikolas Shepard

General Manager of Crossings & Signals

Progressive Rail Inc.

Cell – 1(715)379-4686

Mailing Address:

ATTN: Jeannie McGovern

Progressive Rail Inc.

21778 Highview Ave.

Lakeville, MN 55044

**PROGRESSIVE RAIL INCORPORATED
RIGHT-OF-WAY RELEASE FORM**

In consideration of Progressive Rail Incorporated, hereinafter referred to as CARRIER, solely as an accommodation to me (us), permitting me (us) the undersigned permission to enter the right-of-way on or about (Date) _____, on CARRIER'S line of railroad at or near (Road name) _____ in (City) _____ (Mile Post _____), hereby waive all claims for, and release CARRIER from any damages or penalties by reason of my being injured or killed, or suffering loss of or damage to any of my property or effects, while on or attempting to board or alight from said train, or while on or about any of CARRIER'S premises or facilities, whether such injury, death, loss or damage be caused by the carelessness or negligence of CARRIER or of the officers, agents, servants or employees thereof, or otherwise; and I further agree to wholly indemnify and forever save harmless CARRIER, and the successors, assigns, officers, agents, servants and employees thereof, from and against any such claim; and I hereby agree that this release may be pleaded as a complete defense to any action for damages or penalties which may be brought, instituted or taken by me, my heirs, executor administrator, widow, child or children, against CARRIER or the successors, assigns, officers, agents, servants or employees thereof.

Flagging requests require a minimum three business (3) day notice prior to scheduling personnel. Contact Nik Shepard @ 1-715-379-4686 for all Flagging Requests.

The fee for the required Flagging protection will be assessed at the rate of:

\$500.00/Day (Government Work) - \$1,000.00/Day (All other Work) - "Day" is described as 8 hours. Work requiring Flagging of more than 8 Hours will be assessed as an additional Day. I have hereunto affixed my signature and agree to all charges incurred upon invoicing.

Dated: _____

Company: _____

Address : _____

Phone Number: _____

Printed Name: _____

Signature: _____

+++++

Approved: _____

Nik Shepard
General Manager – Crossings & Signals
Progressive Rail Inc.

APPLICATION – RIGHT OF ENTRY

Application Fee-\$500 (non-refundable)

Please allow 30-45 days for processing

1. Name of Licensee _____

(Exact Name of the Owner of the Utility)

State of Incorporation _____ ; if not incorporated, please list entity's legal status

2. Address, email, phone and Fax number of Licensee

Address _____

Email _____ Phone _____ Fax _____

3. Name, address and phone number of individual to whom agreement is to be mailed *(if different than Item 2.)* _____

4. Contact information for individual to contact in the event of questions.

Email _____ Phone _____ Fax _____

5. Project site location: (City, County and State)

6. Railroad site location information:

(Railroad Mile Post, Subdivision, or any other pertinent location detail.)

7. Project Timeline for use of Railroad Company's property:

Start Date: _____ Stop Date: _____

8. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?

() No () Yes *(If Yes, a Flagman will be required on site at your cost.)*

9. Will there be any excavation involved?

() No () Yes *(If Yes, include shoring plans within Railroad standards.)*

10. Purpose of your request:

(This must be detailed & complete; attach engineering plans, shoring plans and any pertinent supporting details, including maps or prints.)

Project Sub-Contractor List

List all Sub-Contractors that will be working within the Railroad RoW as part of this project below:

1. CompanyName: _____

Address: _____

Contact Name: _____ Number: _____

2. Company Name: _____

Address: _____

Contact Name: _____ Number: _____

3. Company Name: _____

Address: _____

Contact Name: _____ Number: _____

4. Company Name: _____

Address: _____

Contact Name: _____ Number: _____

5. Company Name: _____

Address: _____

Contact Name: _____ Number: _____

NOTE: Be sure to include an up to date copy of each Contractors Certificate of Insurance with your submission of this application.

Additional Fees and charges may be applicable to your request.
These charges cannot be determined until your project is approved.

Remit this Application for Right of Entry to:

PROGRESSIVE RAIL, INC
21778 HIGHVIEW AVENUE
LAKEVILLE. MN 55044
ATTN: Jeannie McGovern

