



**\*\*\*SPECIAL MEETING\*\*\***

**RTA BOARD AGENDA**

**Wednesday, October 2, 2019  
BOARD OF SUPERVISORS' CHAMBERS  
COUNTY GOVERNMENT CENTER**

**1055 Monterey Street, San Luis Obispo, California 93401**

**RTA Special Meeting will immediately follow SLOCOG Board Meeting, start time  
will be approximately 10:00 a.m.**

The *AGENDA* is available/posted at: <http://www.slorta.org>

**President: Fred Strong**

**Vice President: John Peschong**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Adam Hill (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jimmy Paulding (Arroyo Grande)

Heather Moreno (Atascadero)  
Jeff Lee (Grover Beach)  
Robert Davis (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

**FLAG SALUTE**

**CALL MEETING TO ORDER, ROLL CALL**

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**A. INFORMATION AGENDA**

A-1 Bus Rodeo at RTA Facility October 13<sup>th</sup> (Information)

**B. ACTION AGENDA**

None

**C. CONSENT AGENDA:** (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

- C-1 Agreement with Fluidium for Fixed-Route On-Bus Wi-Fi Services (Approve)
- C-2 Amendment to Agreement with Stantec Design (Approve)
- C-3 Request Authorization to Join County Pension Trust (Approve)
- C-4 Agreement for Shared Use of Paso Robles Restroom Facility (Approve)
- C-5 Contract Extension with CPS HR Consulting (Approve)

**D. CLOSED SESSION:** – CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

None

**E. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on November 6, 2019

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**OCTOBER 2, 2019**

**STAFF REPORT**

**AGENDA ITEM:** C-1

**TOPIC:** Agreement with Fluidium for Fixed-Route On-Bus Wi-Fi Services

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director Execute Agreement with Fluidium

**BACKGROUND/DISCUSSION:**

In order to address declining ridership, the RTA has reviewed opportunities to enhance the ridership experience. Some of those measures include easing the process for purchasing fare media with the launch of Token Transit for mobile ticketing. Others include enhancements to the ride itself, which is why the RTA previously launched a trial of free on-board Wi-Fi for three vehicles in 2018.

When the trial was implemented in 2018, the system was installed on three buses which are typically used for the long distance Express trips. Staff gathered feedback from the customers and from the system. Customer feedback was overwhelmingly positive and information from the system showed that it was being used on a consistent bases.

Based on that, as noted during the budget presentation in May 2019, staff included the cost of implementing on board Wi-Fi in the budget for fiscal year 2019/20. The cost is \$1,395 per vehicle for equipment, and there will be no ongoing service charges (such as for the cellular data service). We selected this vendor as they have a unique offering in that they have been the only service provider who will not charge a high monthly data usage fee. Our riders will see a short advertisement before they access the free Wi-Fi. This advertising revenue offsets Fluidium's interest in charging data fees, which can cost thousands of dollars each month. All ads are approved by RTA before running and will follow the guidelines of the RTA advertising policy.

**Staff Recommendation**

Staff requests the Board's concurrence to authorize the Executive Director to execute the Agreement with Fluidium for fixed route bus Wi-Fi service.

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**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY  
SERVICES AGREEMENT  
WITH FLUIDIUM CONCEPTS, LLC**

**AGREEMENT NUMBER 20-**

This "Agreement" is made as of this day 2<sup>th</sup> of October, 2019, by and between the San Luis Obispo Regional Transit Authority, a California Joint Powers Authority ("RTA" or "Purchaser") and Fluidium Concepts, LLC, a California limited liability company ("Contractor").

**RECITALS**

A. The RTA desires to retain a qualified and committed contractor to provide Wi-Fi internet services for the RTA fixed route fleet.

B. Contractor desires to provide such services in accordance with the Scope of Services attached as Exhibit A to this Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above.

**AGREEMENT**

**NOW, THEREFORE**, the RTA and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform the Scope of Services. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Contractor further agrees to the terms and conditions set forth in Exhibit "C," entitled Federally required clauses, which is attached hereto and incorporated herein by this reference.

**2. COMPENSATION**

Contractor acknowledges and agrees that it will provide the Scope of Services to RTA at a cost of \$1,395.00 per bus installed. The Contractor will also gain exclusive compensation by selling and or producing advertising on the operational Wi-Fi Systems and to retain the revenue therefrom, if any, subject to the terms and conditions of this Agreement.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend (with counsel acceptable to RTA) and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, contractors, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the Indemnified Parties. Contractor's obligation to indemnify RTA pursuant to this Section 4 shall survive termination of this Agreement.

### **5. INSURANCE**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Exhibit B, entitled "Insurance Requirements," attached hereto and incorporated herein. Maintenance of the insurance coverage as set forth in this Agreement is a material element of this Agreement. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in this Agreement.

### **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. TERMINATION**

See sections 2-25 and 2-26 in Exhibit C, Federally required contract clauses. Upon termination, Contractor shall remove any and all Wi-Fi equipment installed on any of Contractor's buses without cost or expense to RTA. Removal of such equipment shall be coordinated with RTA and shall be done without interruption to RTA's operations. In the event Contractor fails to remove such equipment within 30 days of termination, RTA may remove such equipment at Contractor's sole cost and expense and without any liability whatsoever to RTA.

## **8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

### **RTA Representative:**

Geoff Straw  
San Luis Obispo RTA  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 781-4465  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

### **Contractor Representative:**

Kimberlee Bergman  
Fluidium Concepts, LLC  
28141 S Seco Canyon Road, Suite 54  
Santa Clarita, CA 91390  
(661) 430-3509  
[kim@fluidiumconcepts.com](mailto:kim@fluidiumconcepts.com)

## **9. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

## **10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **11. SUCCESSORS AND ASSIGNS**

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

## **13. LAWS TO BE OBSERVED.** Contractor shall:

- a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;
- b. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;
- c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above; and
- d. Immediately report to the RTA's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

## **14. MISCELLANEOUS**

- a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.



- b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.
- c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor hereby waives the rights afforded by Labor Code section 1781 as against RTA and releases, and promises not to sue RTA for any increased costs based on a determination that the Scope of Work is subject to the payment of prevailing wages.
- d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Luis Obispo County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of economic interests required by the RTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the RTA’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a

portion of any payment due under this agreement until all required statements are files.

- f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.
- h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.
- j. Representations of Contractor. Contractor represents and warrants:
  - i. Contractor has inspected all of RTA's buses and the Wi-Fi System Contractor proposes to install and maintain on the buses is compatible with the bus's design and warranties;
  - ii. Contractor is experienced and knowledgeable with RTA's operation and that the installation and maintenance of the Wi-Fi System won't unreasonably disrupt RTA's operations;
  - iii. That the W-Fi equipment being installed on RTA's buses is of good quality and capable of providing the services specified. The Wi-Fi Equipment will operate on the 12 volt electrical system of the bus, requiring only 2 amps to power;
  - iv. Contractor shall devote all reasonable personnel in order to timely install the Wi-Fi System and ensure that it is well maintained; and
  - v. Contractor is duly organized and in good standing in the State of California.

## 15. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 14.c, the RTA requires that all RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

**16. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to the RTA that it is (a) duly organized and validly existing formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

////////////////////////////////// NOTHING FURTHER PAST THIS POINT //////////////////////////////////

CONTRACTOR:

Name of Firm: Fluidium Concepts LLC

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor


Partnership

Corporation

Limited Liability Company

Other (please specify: \_\_\_\_\_)

Signatures of Authorized Persons:

By: 

Print Name: Kimberlee Bergman

Title: NATIONAL Business Director

By: 

Print Name: Marcus Fedea

Title: V.P. Operations

Taxpayer I.D. No. 82-339 2245

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_

Geoff Straw  
RTA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
RTA Counsel

ATTEST:

\_\_\_\_\_  
RTA Clerk

Attachments:

- Exhibit A – Final Scope of Services
- Exhibit B – Insurance Requirements for Agreements for Professional Services
- Exhibit C – Federally Required Contract Clauses
- Exhibit D – RTA Advertising Policy
- Quote Number 2018761-054

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## EXHIBIT A – FINAL SCOPE OF SERVICES

### CONTRACTOR shall perform the following work:

1. Contractor shall perform its legal responsibilities under this agreement. Contractor shall pay all costs for labor, and materials necessary to install, manage and maintain a new Wi-Fi system in RTA's revenue fleet. The Wi-Fi system shall consist of a ZF router specifically built for passenger Wi-Fi service and shall include two antenna and related wiring. Each unit will be supplied with a Sprint LTE SIM card for Sprint LTE service. Any deviations from this system shall require RTA approval. Contractor represents that the Wi-Fi equipment will be mailed approximately two weeks after execution of this Agreement and issuance of a purchase order. An installation team will show up approximately one week after. Installation of each unit shall be coordinated with RTA – i.e. installation will occur only when the buses are off service. Each router shall be installed in the radio cabinet or the closest overhead luggage cabinet closest to the driver. Contractor shall utilize a certified installation team to install each unit. Contractor shall perform all duties to RTA's satisfaction. The Wi-Fi System provided in each unit shall be new, unused, current and up-to-date models. Contractor shall maintain the Wi-Fi equipment installed on any of RTA's buses in good working condition. Contractor shall provide a technician within 48 hours notice to address any needed repairs on any Wi-Fi system installed on any bus.
2. Contractor shall perform advertising services with the highest professional standards and applicable regulations, rules and sections including in compliance with "Exhibit D - RTA's Advertising Policy." The Contractor shall have exclusive advertising rights to sell, produce and install advertising on the operational Wi-Fi System, and retain revenue there from, subject to the terms of this Agreement and this Scope of Services. Contractor shall pay all sales, consumer, use and other related and/or similar taxes required to be paid by Contractor in accordance with applicable by law, code, regulation or statute.
3. An agency utilizing Public Service Announcements (PSA) shall be allowed by Contractor in accordance with Authority's Advertising Policy, without liability or costs to RTA, when approved by Authority's authorized representative. The respective agency utilizing a PSA shall pay to Contractor for advertising media (production and installation) costs, including artwork, if required. Contractor shall install the Authority's own PSA (no additional participating agency) media at no liability or cost to RTA.

## Exhibit B

### INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Contractor, its employees, agents and subcontractors.



**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Exhibit C**  
**FEDERALLY REQUIRED CONTRACT CLAUSES**

**2-1 ACCESS TO RECORDS AND REPORTS**

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)***

**2-3 BUS TESTING *(Not Applicable to This Procurement)***

**2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)***

**2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)***

**2-6 CHARTER SERVICE *(Not Applicable to This Procurement)***

**2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## 2-8 CIVIL RIGHTS LAWS AND REGULATIONS

### Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the RTA's written consent; and that, unless the RTA's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

### Overview

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all

determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

#### Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

#### DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

#### DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

#### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.

4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

#### Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

#### Continued Compliance

The RTA shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and
5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract

between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

#### Sanctions for Violations

If at any time the RTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

#### **2-10 EMPLOYEE PROTECTIONS**

The following three FTA required clauses pertain to this procurement.

##### Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

##### Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in



excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**2-11 ENERGY CONSERVATION**

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

**2-12 FLY AMERICA (Not Applicable to This Procurement)**

**2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

**2-14 LOBBYING RESTRICTIONS – See Attachment A, which includes a submittal form.**

**2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient,

Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2-16 PATENT RIGHTS AND RIGHTS IN DATA (Not Applicable to This Procurement)**

**2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES (Not Applicable to This Procurement)**

**2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS (Not Applicable to This Procurement)**

**2-20 RECYCLED PRODUCTS**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**2-21 SAFE OPERATION OF MOTOR VEHICLES**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or RTA.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**2-22 SCHOOL BUS OPERATIONS (Not Applicable to This Procurement)**

**2-23 SEISMIC SAFETY (Not Applicable to This Procurement)**

**2-24 SUBSTANCE ABUSE REQUIREMENTS (Not Applicable to This Procurement)**

**2-25 TERMINATION**

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTA.

**2-26 VIOLATION AND BREACH OF CONTRACT**

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor , either directly or through other Contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the Contractor expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the RTA directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the RTA takes action contemplated herein, the RTA will provide the Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the RTA Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the RTA Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by RTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **EXHIBIT D – RTA ADVERTISING POLICY**

### **POLICY**

RTA shall approve all advertising prior to installation to ensure that it is appropriate and falls within the moral fabric and the values of the communities that we serve. Advertising with any political message or for any alcohol, tobacco or with sexually explicit language or images will be prohibited.



July 11, 2019

Attention: Mary Gardner

Manager, Marketing & Community Relations

SLO Regional Transit Authority

Subject: Updated Onboard Vehicle Wi-Fi Quote for SLO RTA

Dear Mary,

Below is the new quote you have requested for your agency from Fluidium Concepts, a certified ZF Industries hardware supplier.

Quote number: 2018761-054

Expires November 30, 2019

Quantity	Model Number	Price
26	FC7872-765 (Bus Wi-Fi Kit)	1395.00 Each
Quote Total		\$36,270.00

\*\*\*The price quoted includes: installation, free data plan, two-year hardware warranty, new video messaging for transit agency, advertising placements, website filtration, and customer support service.

This model provides onboard Wi-Fi to RTA's passengers as well as four Ethernet ports for other onboard vendors to use.

Thank you, Mary,

*Kim Bergman*

Kimberlee Bergman

National Sales Director

[kim@fluidiumconcepts.com](mailto:kim@fluidiumconcepts.com)

[www.fluidiumconcepts.com](http://www.fluidiumconcepts.com)



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**OCTOBER 2, 2019**

**STAFF REPORT**

**AGENDA ITEM:** C-2

**TOPIC:** Amendment to Agreement with Stantec Architecture for Design/Engineering Services

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director Execute Amendment

**BACKGROUND/DISCUSSION:**

As explained during the September 4<sup>th</sup> RTA Board meeting, the City of San Luis Obispo notified the RTA in a meeting on August 14<sup>th</sup> that it no longer needed as much right of way from the RTA for its Prado Overpass Project. Importantly, that has allowed us to use surface area for stormwater retention in lieu of planned underground storage tanks. Staff submitted a requested finding of substantial conformance from the City of SLO Community Development Department on September 9, 2019, and preliminary discussions with senior staff indicate that the City will grant this finding (although at the time of this writing, we are still awaiting a formal letter of approval).

This is change in the City's needs will ultimately save several hundred thousand dollars in stormwater construction costs, which can be used to fund construction of our portion of the realigned Elks Lane roadway. It also allows us to slightly redesign the site to provide more "breathing room" for bus circulation at the south end of our property and general "uncluttering" at the north end. More specifically, the revised site design will widen the bus circulation area south of the building from 30-feet to 45-feet and move the building five feet toward the south (toward Prado Road) to provide more buffer from the employee/visitor parking area.

Staff explained at the September 4<sup>th</sup> Board meeting that these changes will require additional design work by our consultant team, and the additional costs and schedule impacts for this work are detailed in the attached pages. In total, staff negotiated an additional \$139,510 for this work – \$72,386.83 for the revised design of onsite improvements, and \$67,123.65 for the design of the RTA's portion of the offsite/realigned Elks Lane roadway project. This represents a 5.9% increase over the base \$2,351,438.76 agreement competitively bid in May 2018.

As part of its evaluation and negotiation process, staff conducted a cost analysis and we determined that the design changes are necessary to meet the project's defined needs, and the price bid by Stantec Architecture is customary and appropriate for the work

proposed. In addition, our cost analysis determined that it would unduly delay the project to competitively bid this additional work, and the hours and per hour fees are reasonable based on the work that Stantec and its team of subconsultants has already completed as part of the base agreement.

It should be noted that staff submitted a request on September 12, 2019, that the Federal Transit Administration accept our documentation on the changes to the project compared to the conceptual design originally portrayed in the RTA's September 6, 2017 *CEQA Initial Study / Mitigated Negative Declaration* report. Our request also asked FTA staff to accept the findings from the RTA Board's July 2019 public hearing and resulting action on impacts of the project on minority and low-income populations. On September 19, 2019, FTA Region 9 staff reaffirmed the FTA's Categorical Exclusion for our project.

**Staff Recommendation**

Staff requests the Board's concurrence to authorize the Executive Director to execute an Amendment to the Agreement with Stantec Architecture for Design/Engineering services for the Bus Maintenance Facility project.



September 6, 2019  
File: 2270449601.01.200.201.02ASR

**Attention: Mr. Geoff Straw, Executive Director**  
San Luis Obispo Regional Transit Authority  
179 Cross Street  
San Luis Obispo, CA 93401

Dear Mr. Straw,

**Reference: San Luis Obispo Regional Transit Authority (RTA) Professional Services for the Bus Maintenance Facility Project Add Service Request 02 – Additional scope for Offsite Improvements and add services for modifications to onsite worked related to modified right-of-way limits.**

Since the beginning of the design process for the RTA's new Bus Maintenance Facility, the design team had understood that the project had significant site constraints as indicated in the site plan developed for the environmental review process. The property had 90' and 70' right-of-way's on the south and west sides of the site respectively, dedicated as 'Future Caltrans ROW' for the development of the Prado Rd Overpass. The property also has a 50' ROW along the northern edge for the realignment of Elks Lane. The design team had progressed to nearly 90% construction documents when the City, during a meeting on 8/14/19 with City staff, RTA, and Stantec, conveyed an alternative overpass design that no longer required such extensive ROW's along the south and west edges of the property. This reduction of City required ROW's allows RTA to maintain ownership of this area and expand the useful footprint of the site. This change allows for a less cramped site, additional parking, simpler utility connections, and the opportunity to potentially remove all underground stormwater structures and create a shared on-site stormwater swale for both on-site and off-site stormwater treatment and retention. At said meeting, the City also clarified the scope for utility connections which eliminated the dual utility connections that were currently being planned for.

In addition to the on-site modifications to the site, the RTA has also requested a proposal to include the design and engineering scope for the new Elks Lane along only the northern edge of the RTA's property. All work associated with the portion of Elks Lane through the adjacent CAPSLO property is excluded from this proposal.

The Stantec design team has done our due diligence to coordinate with the City as much as possible over the course of the design process. However, these late changes to the project's design parameters have and will continue to incur additional time and effort to modify the contract documents. Fortunately, we believe these changes will result in a better and more flexible facility for the RTA.

**Reference:** San Luis Obispo Regional Transit Authority (RTA) Professional Services for the Bus Maintenance Facility Project Add Service Request 02 – Additional scope for Offsite Improvements and add services for modifications to onsite worked related to modified right-of-way limits.

## Scope of Work

### Task 6.0 – Onsite Modifications

With the allowed use of the additional space to the south and west of the project site and information provided recently by the City of San Luis Obispo, the following significant changes are proposed to the site plan of the Bus Maintenance Facility:

- Shift building 5' south to allow for additional space between the employee parking and the building.
- Move southerly curb line to the south to provide additional vehicular circulation space around the southern end of the building and relocate trash enclosure. Also allowing for future expansion of the building.
- Move westerly curb to the west to provide fully paved bus parking stalls and less constrained space at the rear of the stalls for utility and future bus charging infrastructure.
- Provide bioretention basins in additional area along southerly and westerly frontages. Also, includes expanded landscape/irrigation areas, realigned security fencing, and reduction or elimination of underground stormwater retention structures. The proposed scope of work assumes shared on-site stormwater facilities for both the RTA property and the associated portion of the realigned Elks Lane frontage.
- Revised site lighting to accommodate expanded on-site facility footprint.
- Utility connections all being provided from Prado Road in lieu of realigned Elks Lane.

These changes will require revisions to the entire civil plan set. The site plan will be finalized by our civil team, and a fresh Auto-Turn analysis will be performed to confirm desired turning movements can be achieved before detailed plans are revised. Once the site plan has been vetted by the team, we will revise the appropriate plan sheets to show detailed spot elevations, dimensions, and bioretention details. In addition to the drainage plans, the HEC-RAS analysis will be updated to confirm compliance with floodplain requirements. The basins will be sized to accept runoff from Elks Lane; however, the design of Elks Lane is considered a separate task for purposes of this proposal.

Also, as part of this effort, minor revisions are planned to be made, such as the expansion of the patio area at the NW corner of the building. We do not anticipate changes to the building footprint or employee parking lot layout at this time.

### Task 6.1 – Elks Lane Offsite Improvements

As discussed during our recent meetings with the City of San Luis Obispo, the re-alignment of Elks Lane must be provided as part of the RTA's Bus Maintenance Facility project. The alignment will be generally as shown on the preliminary plans from 2015 prepared by Cannon with the following design clarifications provided by the City:

Design with community in mind

**Reference:** San Luis Obispo Regional Transit Authority (RTA) Professional Services for the Bus Maintenance Facility Project Add Service Request 02 – Additional scope for Offsite Improvements and add services for modifications to onsite worked related to modified right-of-way limits.

- A knuckle will be provided at the intersection of the existing Elks Lane. For design purposes, we will use the geometry shown in the County of San Luis Obispo Engineering Design Standards.
- The roadway width will be reduced from 44' to 40' from curb face to curb face. This will require a design exception from the City.
- Streetlights will be provided per City Standard on one side of the road (the drive-in theatre side). Depending on the photometric study (GECE), a shorter pole may be allowed.
- Drainage will be accepted by the bioretention basin on the west edge of the RTA Bus Maintenance Facility project and will be co-mingled with onsite runoff. The drainage report will clearly identify the onsite and offsite volumes accordingly.
- Historical drainage from the existing Elks Lane will be outside of our fence and continue in its current surface drainage pattern. Any improvements to this will be considered part of the Prado overpass project.

The minimum requirement for our project is to provide curb, gutter, and sidewalk along our frontage along with a safe travel width. Our design will show the full roadway width (40'), curb/gutter/sidewalk along the frontage, and an AC dike along the theatre's frontage. A typical crowned section is anticipated and catch basins will be provided on either side of the road at the low point.

Additional survey effort will be required for the RTA's portion of the realigned Elks Lane to incorporate the full extent of the existing Elks Lane. Field survey of existing Elks Lane at the northwest property corner (knuckle area) and along south and west drive-in theatre frontages to fully develop the design for the realigned Elks Lane.

Our scope assumes two plan check reviews of the offsite plans, for a total of three submittals to the City. We feel this is adequate based on our experience with the City and mutual understanding of the project requirements from the City. All Right of Way will be based on the currently mapped information. Boundary determination, right of way analysis, and acquisition is excluded from this scope of work. Easements and/or access agreements will likely be required; however, those will be considered beyond the scope of this proposal. As specific instruments are identified, we will provide a scope and fee to complete those in support of the project.

The proposed additional services also include a fee budget for Earth Systems to provide supplemental geotechnical engineering services for pavement section recommendations for the additional offsite improvements.

**Reference:** San Luis Obispo Regional Transit Authority (RTA) Professional Services for the Bus Maintenance Facility Project Add Service Request 02 – Additional scope for Offsite Improvements and add services for modifications to onsite worked related to modified right-of-way limits.

## Deliverables

Onsite revisions will not require additional deliverables – all revisions will be shown on the plan sheets currently developed in the overall plan set.

The offsite improvements, however, will require the creation of a new plan set as follows:

1. Title Sheet
2. General Notes and Survey Control
3. Demolition Plan
4. Overall Site Plan
5. Elks Lane Plan and Profile (2 sheets)
6. Signage and Striping Plan
7. Street Lighting Plan
8. Details and Typical Sections

## Schedule

Time is of the essence for these revisions. The onsite plan revisions are expected to take up to three weeks for our office to complete. Drainage reports and analysis will require one additional week.

As discussed, the offsite improvements will be provided as a separate plan set and will be submitted at a later date for review by the City. We will begin the effort immediately upon Notice to Proceed and expect our first submittal to be ready within three to four weeks of notice to proceed.

## Fee

See attached fee schedule for the respective hours and fees proposed by the design team for services outlined above.

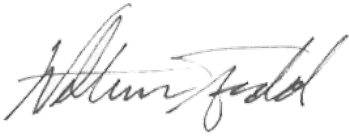
September 6, 2019  
Mr. Geoff Straw, Executive Director  
Page 5 of 5

**Reference:** San Luis Obispo Regional Transit Authority (RTA) Professional Services for the Bus Maintenance Facility Project Add Service Request 02 – Additional scope for Offsite Improvements and add services for modifications to onsite worked related to modified right-of-way limits.

Should you have any questions, please do not hesitate to contact Amy Chang or Will Todd 213-955-3514 at any time.

Regards,

**Stantec Architecture Inc.**



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**William Todd** AIA  
Associate  
Phone: 213 955 3506  
Fax: 866 390 2616  
will.todd@stantec.com



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**Patrick M. McKelvey** AIA  
Senior Principal  
Phone: 213 955 3530  
Fax: 866 390 2616  
Pat.mckelvey@stantc.com

If the RTA agrees with this proposal, the RTA shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional Services Agreement.

Attachment: Attachment A – ASR 02 Fee  
Attachment B – Proposal letter from GECE  
Attachment C – Proposal letter from Earth Systems

c. Amy Chang, Stantec; Brianna Daniels, Stantec  
ahc document2

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San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California  
 Additional Services Request (ASR) 02

Total Fee  
 Summary - Additional Services Request - Onsite ROW mods, offsite add scope  
 Date: 6-Sep-19

Company: Stantec Team  
 Discipline: All Services

LABOR	TASKS	Stantec Proj Mgmt/Arch		Stantec CIVIL		Gray Electrical Electrical		Stantec Landscape		Earth Systems Geotech		Total Hours/Professional Fee	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
	Task 6 - Final Design												
	*Onsite ROW modifications	70	\$ 10,120.00	250	\$ 39,420.00	15	\$ 1,829.50	112	\$ 15,824.00	0	\$ -	447	\$ 67,193.50
	Task 6:1 - Final Design (Offsite)												
	*Added Offsite Improvements scope	2	\$ 320.00	152	\$ 25,520.00	56	\$ 7,635.00	0	\$ -	23.5	\$ 3,735.00	234	\$ 37,210.00
	Task 7 - Bidding & Award												
	*Onsite ROW modifications	0	\$ -	0	\$ -	0	\$ -	10	\$ 1,450.00	0	\$ -	10	\$ 1,450.00
	Task 7:1 - Bidding & Award (Offsite)												
	*Added Offsite Improvements scope	4	\$ 640.00	16	\$ 2,912.00	7	\$ 933.00	0	\$ -	0	\$ -	27	\$ 4,485.00
	Task 8 - Construction & Close-out												
	*Onsite ROW modifications	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,576.00	0	\$ -	24	\$ 3,576.00
	Task 8:1 - Construction & Close-out (Offsite)												
	*Added Offsite Improvements scope	32	\$ 4,560.00	106	\$ 17,708.00	20	\$ 3,005.00	0	\$ -	0	\$ -	158	\$ 25,273.00
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 0.00
	<b>Totals</b>	<b>108</b>	<b>\$15,640.00</b>	<b>524</b>	<b>\$85,560.00</b>	<b>98</b>	<b>\$13,402.50</b>	<b>146</b>	<b>\$20,850.00</b>	<b>23.5</b>	<b>\$3,735.00</b>	<b>899.5</b>	<b>\$ 139,187.50</b>
													\$139,187.50
<b>EXPENSES</b>													
Other-Define		\$	-										
Mileage		\$	172.50										
Airfare		\$	-										
Per Diem		\$	-										
Car Rental		\$	-										
Parking		\$	-										
Printing		\$	150.00										
Postage		\$	-										
<b>Total</b>		\$	322.50										
													<b>\$ 139,510.00</b>

San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California  
 Additional Services Request (ASR) 01

Summary - Additional Services Request - Onsite ROW mods, offsite add sco  
 Date: 25-Jun-19

Company: **Stantec**  
 Discipline: Project Management/Architecture

LABOR TASKS	McKelvey Principal		Todd Proj Manager/PA		Hung Proj Designer		Architect		CADD/Tech		Specs/QA/QC		Sustainability / Lighting		Chang Asst PM (Inv)		Total Hours/Professional Fee																																																																																																																																																																											
	Rate: \$250.00	Hours	Rate: \$ 160.00	Hours	Rate: \$175.00	Hours	Rate: \$ 125.00	Hours	Rate: \$ 100.00	Hours	Rate: \$150.00	Hours	Rate: \$ 125.00	Hours	Rate: \$195.00	Hours		Fee																																																																																																																																																																										
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**\$ 15,790.00**

San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California

Fee  
 Summary - Additional Services Request - Onsite ROW mods, offsite add scope  
 Date: 6-Sep-19

Company: Stantec  
 Discipline: Civil Engineering

LABOR	Principal Rate: \$ 225.00 Hours	Senior Engineer Rate: \$ 182.00 Hours	Engineer Rate: \$ 156.00 Hours	Designer Rate: \$ 145.00 Hours	Drafter Rate: \$ 135.00 Hours	Clerical Rate: \$ 86.00 Hours	2-Man Crew Rate: \$ 285.00 Hours	Senior Surveyor Rate: \$ 182.00 Hours	Total Hours/Professional Fee	
									Hours	Fee
Task 6 - Final Design										
*Onsite ROW modifications		50	120	80					250	\$ 39,420.00
Task 6.1 - Final Design (Offsite)									0	\$ -
*Added Offsite Improvements scope		32	80	24			8	8	152	\$ 25,520.00
Task 7 - Bidding & Award										
*Onsite ROW modifications									0	\$ -
Task 7.1 - Bidding & Award (Offsite)										
*Added Offsite Improvements scope		16							16	\$ 2,912.00
Task 8 - Construction & Close-out										
*Onsite ROW modifications									0	\$ -
Task 8.1 - Construction & Close-out (Offsite)										
*Added Offsite Improvements scope		72	24			10			106	\$ 17,708.00
<b>Totals</b>	0	170	224	104	0	10	8	8	524	\$ 85,560.00
<b>EXPENSES</b>										
Other-Define	\$ -									
Mileage		\$ 50.00								
Airfare		\$ -								
Per Diem		\$ -								
Car Rental		\$ -								
Parking		\$ -								
Printing		\$ 100.00								
Postage		\$ -								
<b>Total</b>		\$ 150.00								

**\$ 85,710.00**

San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California

Fee  
 Summary - Additional Services Request - Onsite ROW mods, offsite add s  
 Date: 6-Sep-19

Company: Gray Electrical  
 Discipline: Electrical

LABOR	Professional Engineer Rate: \$174.00 Hours	Electrical Designer Rate: \$126.50 Hours	Utility Coordinator Rate: \$131.75 Hours	Electrical Drafter Rate: \$ 95.00 Hours	Total Hours/Professional Fee	
					Hours	Fee
Task 6 - Final Design						
*Onsite ROW modifications	1	8	2	4	15	\$ 1,829.50
Task 6.1 - Final Design (Offsite)						
*Added Offsite Improvements scope	20		20	16	56	\$ 7,635.00
Task 7 - Bidding & Award						
*Onsite ROW modifications					0	\$ -
Task 7.1 - Bidding & Award (Offsite)						
*Added Offsite Improvements scope	1	6			7	\$ 933.00
Task 8 - Construction & Close-out						
*Onsite ROW modifications					0	\$ -
Task 8.1 - Construction & Close-out (Offsite)						
*Added Offsite Improvements scope	10	10			20	\$ 3,005.00
					0	\$ -
<b>Totals</b>	<b>32</b>	<b>24</b>	<b>22</b>	<b>20</b>	<b>98</b>	<b>\$ 13,402.50</b>
<b>EXPENSES</b>						
Other-Define	\$ 5,568	\$ 3,036	\$ 2,899	\$ 1,900		\$ 13,402.50
Mileage						
Airfare						
Per Diem						
Car Rental						
Parking						
Printing						
Postage						
<b>Total</b>						<b>\$ 13,402.50</b>

San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California

Fee  
 Summary - Additional Services Request - Onsite ROW mods, offsite :  
 Date: 6-Sep-19

Company: Stantec  
 Discipline: Landscape

LABOR	Project LA		Landscape Architect		Landscape Designer										Total Hours/Professional Fee		
	Rate: \$169.00	Hours	Rate: \$139.00	Hours	Rate: \$125.00	Hours	Rate: \$ 1.00	Hours	Rate: \$ 1.00	Hours	Rate: \$ 1.00	Hours	Rate: \$ 1.00	Hours	Hours	Fee	
Task 6 - Final Design																	
*Onsite ROW modifications		16		80		16									112	\$ 15,824.00	
Task 6.1 - Final Design (Offsite)																	
*Added Offsite Improvements sco															0	\$ -	
Task 7 - Bidding & Award																	
*Onsite ROW modifications		2		8											10	\$ 1,450.00	
Task 7.1 - Bidding & Award (Offsit																	
*Added Offsite Improvements sco															0	\$ -	
Task 8 - Construction & Close-out																	
*Onsite ROW modifications		8		16											24	\$ 3,576.00	
Task 8.1 - Construction & Close-o																	
*Added Offsite Improvements sco															0	\$ -	
															0	\$ -	
		26		104		16									146	\$ 20,850.00	
<b>Totals</b>																	
<b>EXPENSES</b>		\$ 4,394		\$ 14,456		\$ 2,000		\$ -		\$ -		\$ -		\$ -			\$ 20,850.00
Other-Define		\$ -															
Mileage		\$ -															
Airfare																	
Per Diem																	
Car Rental																	
Parking		\$ -															
Printing		\$ -															
Postage		\$ -															
<b>Total</b>		\$ -															\$ 20,850.00

San Luis Obispo RTA  
 Bus Maintenance Facility  
 San Luis Obispo, California

Fee  
 Summary - Additional Services Request - Onsite ROW mods, offsite a  
 Date: 6-Sep-19

Company: Earth Systems  
 Discipline: Geotech

LABOR	Staff Professional	Project Professional	Associate Professional	Technician (non PW)	Drill Rig, Driller, & Helper	Technical Assistant	Total Hours/Professional Fee		
	Rate: \$ 130.00 Hours	Rate: \$145.00 Hours	Rate: \$180.00 Hours	Rate: \$ 80.00 Hours	Rate: \$330.00 Hours	Rate: \$ 85.00 Hours	Rate: \$ 1.00 Hours	Hours	Fee
Task 6 - Final Design								0	\$ -
*Onsite ROW modifications								0	\$ -
Task 6.1 - Final Design (Offsite)								0	\$ -
*Added Offsite Improvements sco	6	7	1	5.5	4			23.5	\$ 3,735.00
Task 7 - Bidding & Award								0	\$ -
*Onsite ROW modifications								0	\$ -
Task 7.1 - Bidding & Award (Offsite)								0	\$ -
*Added Offsite Improvements sco								0	\$ -
Task 8 - Construction & Close-out								0	\$ -
*Onsite ROW modifications								0	\$ -
Task 8.1 - Construction & Close-out								0	\$ -
*Added Offsite Improvements sco								0	\$ -
<b>Totals</b>	6	7	1	5.5	4	0	0	23.5	\$ 3,735.00
<b>EXPENSES</b>	\$ 780	\$ 1,015	\$ 180	\$ 440	\$ 1,320	\$ -	\$ -		\$ 3,735.00
Other-CPT Rig	\$ -								
Mileage	\$ 22.50								
Support Truck	\$ -								
Drilling Consumables	\$ -								
Car Rental	\$ -								
Parking	\$ -								
Printing	\$ -								
Postage	\$ -								
<b>Total</b>	\$ 22.50								\$ 3,757.50



August 26, 2019

Transmitted via e-mail: [will.todd@stantec.com](mailto:will.todd@stantec.com)

Stantec  
523 West 6<sup>th</sup> Street, Suite 1200  
Los Angeles, CA 90014-1218

Attention: Will Todd, AIA, LEED AP BD+C

RE: Additional Professional Electrical Engineering Services Agreement for **RTA Bus Maintenance Facility Offsite Improvements and Onsite ROW Modifications** (the "Project"), **CO#2**

Dear Will:

Thank you for the opportunity to provide you with additional services for the above referenced project. Gray Electrical Consulting + Engineering, CORP ("GECE") proposed scope of services for Stantec Architecture Inc. ("Architect"). If you agree to the provisions set forth below in this proposal, please sign where indicated, and return your signature to us. This contract amendment is subject to all terms and conditions agreed upon in our initial contract (Subconsultant Agreement, Effective Date: 09-06-2019).

### Section 1 Fee for Services

Additional services are being offered time and expense basis as per the estimate of hours identified in **Table 1**.

**Table 1 – Additional Services Estimate of Hours**

Additional Services						
LABOR	Professional Engineer	Electrical Designer	Utility Coordinator	Electrical Drafter	Total Hours/Professional Fee	
	Rate: \$ 174.00	Rate: \$ 126.50	Rate: \$ 131.75	Rate: \$ 95.00	Hours	Fee
	Hours	Hours	Hours	Hours	Hours	Fee
<b>Task 6</b> Additional Services for Onsite Modifications	1	8	2	4	15	\$ 1,829.50
<b>Task 6.1</b> Additional Services for Offsite Design and Engineering	20	0	20	16	56	\$ 7,635.00
<b>Task 7.1</b> Additional Services for Bidding	1	6	0	0	7	\$ 933.00
<b>Task 8.1</b> Additional Services for Construction Administration	10	10	0	0	20	\$ 3,005.00
<b>Totals</b>	<b>32</b>	<b>24</b>	<b>22</b>	<b>20</b>	<b>98</b>	<b>\$ 13,402.50</b>
	\$ 5,568	\$ 3,036	\$ 2,899	\$ 1,900		\$ 13,402.50

Gray Electrical Consulting + Engineering, CORP

2529 Professional Parkway, Suite A -- P.O. Box 368 -- Santa Maria, CA 93456

Tel: (805) 361 - 0525

E-mail: [info@GECECORP.com](mailto:info@GECECORP.com)



## Section 2      Scope of Services

**2.1.1 Onsite Modifications.** Electrical engineering services for revised electrical design as follows:

- a. PG&E Transformer relocation as per 5-foot building shift.
- b. Adjustment of site photometric plan as per extension of parking and building shift.
- c. Adjustment of utility POC at S-E corner of site.

**2.1.2 Offsite Electrical Design and Utility Coordination.** Electrical engineering services for additional offsite scope and design as follows:

- a. Preparation of off-site electrical demolition scope as needed for permitting and utility coordination.
- b. Preparation of new street lighting design for the re-alignment of Elks Lane as needed for permitting and utility coordination. Electrical design includes: (1) Specification of PG&E approved streetlight product; (2) Preparation of photometric analysis; (3) File PG&E service application for new streetlights; (4) Identification of streetlight conduit requirements. **Exclusions: (1) Assumes PG&E will prepare street-light branch circuit specifications and issue design drawings (i.e. hand-out package) for construction.**
- c. Additional services for utility coordination services, including: (1) File utility service application for relocation of utility pole at N-W transition of Elks lane as needed for realignment; (2) Overhead-to-underground conversion for utility facilities at N-W project boundary as impacted by Elks Lane realignment; (3) Coordination and specification of infrastructure provisions on Elks Lane for Electric (PG&E), Communications (Charter), and Telephone (AT&T) future facilities.

**2.1.3 Additional Electrical Engineering services for Bidding and Construction Administration.**

Electrical engineering services for additional bidding and construction administration services for additional on and offsite scope as defined herein.

[SIGNATURE PAGE FOLLOWS]





A signed and dated copy of this agreement is required prior to the start of work.

Feel free to contact our office should you have any questions.

Kind Regards,

**Heather A. Gray, P.E.**  
President, Principal Electrical Engineer  
Gray Electrical Consulting + Engineering, CORP

UNDERSTOOD AND AGREED by STANTEC ARCHITECTURE INC:

\_\_\_\_\_  
**Signature – Will Todd, AIA**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

C.C. Brianna Daniels, PE (Stantec)



September 3, 2019

Mr. Patrick McKelvey, AIA  
Stantec  
523 West 6<sup>th</sup> Street, Suite 1200  
Los Angeles, CA 90014-1218

PROJECT: SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY BUS MAINTENANCE FACILITY  
40 PRADO ROAD, SAN LUIS OBISPO, CALIFORNIA

SUBJECT: Proposal for Addendum No. 2 to the Geotechnical Engineering Report

REF: Geotechnical Engineering Report, San Luis Obispo Regional Transit Authority Bus Maintenance Facility, 40 Prado Road, San Luis Obispo, California, by Earth Systems Pacific, Doc. No. 1812-042.SER, dated December 31, 2018

Dear Mr. McKelvey:

As requested by Ms. Brianna Daniels, this proposal was prepared to provide addendum no. 2 to the geotechnical engineering report for the San Luis Obispo (SLO) Regional Transit Authority (RTA) Bus Maintenance Facility project. This project is planned at 40 Prado Road in the City of San Luis Obispo, California. In preparing this proposal, we have assumed California Prevailing Wage Laws apply to this project. If this is not the case, an adjustment in fees will be necessary.

A major realignment of the intersection of Elks Lane and Prado Road is planned in the future. Prado Road will be extended to the west, and a bridge over Highway 101 will be constructed. A new Highway 101 northbound on-ramp will also be constructed, necessitating the realignment of Elks Lane. We understand that the realignment of Elks Lane has now been incorporated into the SLO RTA Bus Maintenance Facility project.

Specifically, the new Elks Lane realignment will connect to the existing Elks Lane northwest of the RTA property and will extend east to ultimately reconnect with Prado Road to the southeast of the planned RTA facility. We understand the new Elks Lane realignment will be constructed of asphalt concrete placed over aggregate base, with perimeter concrete sidewalks for pedestrian use. Subsurface improvements will be the underground service utility conduits.

## SCOPE OF SERVICES

**Subsurface Investigation, Laboratory Testing, and Report Preparation.** To evaluate the shallow subsurface conditions at the site, we plan to drill two borings to an approximate depth of 5 feet below the existing ground surface, as conditions allow. A Mobile Model B-53 drill rig, equipped with a 6-inch diameter hollow stem auger and an automatic trip hammer for sampling will be used. Soils will be classified in general accordance with the Unified Soil Classification System (ASTM D2488-17) by personnel from this firm. Copies of the boring logs will be included in the addendum.



California sampler ring, standard penetrometer and bulk soil samples will be obtained for testing in the laboratory to determine physical properties such as in situ unit weight and moisture, maximum density and optimum moisture content, and R-value. The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered.

The field and laboratory data will be reviewed by a Geotechnical Engineer licensed by the State of California and evaluated with respect to development of preliminary geotechnical criteria for site development. The following items will be addressed:

- Soil and groundwater conditions encountered
- Preparation of improvement areas prior to site grading
- Grading criteria
- Utility trench backfill
- Pavement sections
- Site drainage around improvements

The limited geotechnical engineering report and recommendations will be intended to comply with the considerations of the 2016 Edition of the California Building Code (CBC), and common geotechnical engineering practice. It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications. Application beyond this intent is strictly at the user's risk. If other architects/engineers wish to use this report, such use will be allowed to the extent the report is applicable, only if the user agrees to be bound by the same contractual conditions of the original client or contractual conditions that may be applicable at the time of the report use.

### FEES

Based on the scope of work outlined previously, we propose to provide our services on a Time & Materials basis. Fees to be charged will be as follows:

Function	Quantity	Rate	Estimated Fees
Associate Professional	1 hour	\$180.00/hour	\$ 180.00
Project Professional	7 hours	\$145.00/hour	\$ 1,015.00
Staff Professional	6 hours	\$130.00/hour	\$ 780.00
Technician, PW (Driller)	4 hours	\$120.00/hour	\$ 480.00
Technician, PW (Drill Helper)	4 hours	\$120.00/hour	\$ 480.00
Drill Rig	4 hours	\$90.00/hour	\$ 360.00
Mileage	30 Miles	\$0.75/mile	\$ 22.50
Laboratory Technician	5.5 hours	\$80.00/hour	\$ 440.00
<b>Estimated Subtotal</b>			<b>\$ 3,757.50</b>



## CONDITIONS

Please note that the above fee quotations are fees that do not include charges for meetings, plan reviews, infiltration tests, percolation tests, design of drainage disposal systems, evaluation of the site for drainage disposal suitability, consultation, report revisions to address changes in design or other such services. Fees for additional services will be charged in accordance with the fee schedule in effect at the time of the request for services. The fee quotation assumes that the client will be responsible for site access and coordinating so that we can drill the site without encumbrances. Based upon our current work load, we anticipate that the lead engineer for this project will be Mr. Phillip Madrid, PE 87519.

Should unforeseeable subsurface conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change. Prior to field operations, Underground Service Alert (USA) will be contacted to locate utilities that fall within their jurisdiction. However, responsibility for accurate location of underground utilities lies with the client and Earth Systems Pacific shall not be held responsible for damage resulting from the client's failure to provide such information. The borings will be backfilled with soil materials. Repair of damaged surface improvements, subsurface improvements, landscaping, and riparian growth will not be the responsibility of this firm.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

### DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	OTHR N100143	6/7/2018	6/30/2020

\*Professional Corporation License Number assigned by DIR March 27, 2015

If the client finds the proposed scope of work, terms, and fees satisfactory, the return of the attached Change Order indicating the legal entity that will be our client, signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. Please note that effective January 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your earliest convenience. Either party upon notification in writing can terminate this agreement. Earth Systems Pacific's responsibility for the project will end upon completion of the services described



San Luis Obispo Regional Transit Authority  
Bus Maintenance Facility

September 3, 2019

herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,

Earth Systems Pacific

A handwritten signature in blue ink that reads "Doug Dunham".

Doug Dunham, GE 2586  
Executive Vice President

Attachments: Change Order No. 2  
Prevailing Wage and Accounts Payable Information Request

E-Copy: Stantec, Ms. Brianna Daniels, PE

Doc. No.: 1909-010.PRP/In



**CHANGE ORDER NO. 2**

**DATE:** September 3, 2019 **FILE NO.:** 302546-001

**PROJECT NAME:** San Luis Obispo Regional Transit Authority Bus Maintenance Facility

**PROJECT ADDRESS:** 40 Prado Road, San Luis Obispo, California

**CLIENT NAME:** Stantec; Mr. Patrick McKelvey, AIA

**CLIENT ADDRESS:** 523 West 6<sup>th</sup> Street, Suite 1200, Los Angeles, CA 90014-1218

**ORIGINAL AGREEMENT:** Task Order for San Luis Obispo Reginal Transit Authority (RTA) Bus Maintenance Facility Project, Stantec Project No. 2270446901, executed September 18, 2018

**SCOPE OF ADDITIONAL SERVICES:** Per Proposal dated September 3, 2019

**ADDITIONAL COMPENSATION REQUIRED:** Per Proposal dated September 3, 2019

**NOTE:** The terms and conditions of the original agreement apply to all additional services.

**Earth Systems Pacific**

*Doug Dunham*

Doug Dunham, GE 2586  
Executive Vice President

September 3, 2019

Date

**PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC**

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Client (Party responsible for payment)

\_\_\_\_\_  
by Authorized Representative (please print)

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors
1	70%	SLO RTA Bus Maintenance Facility Project (BWF)	1021 days	Wed 8/22/18	Mon 5/21/21	
2	100%	NTP	1 day	Wed 8/22/18	Wed 8/22/18	
3	100%	Kick-off Meeting	1 day	Wed 9/5/18	Wed 9/5/18	
4	100%	Mobilization - Engage Subs	16.5 days	Thu 9/6/18	Fri 9/21/18	
5	100%	Task 1 - Review Existing Conditions	112 days?	Thu 9/6/18	Sun 12/23/18	3
9	100%	Task 2 - Programming	39.25 days?	Fri 9/7/18	Sun 10/14/18	
14	100%	Task 3 - Concept Facility Design Layouts	86.5 days?	Mon 10/1/18	Sun 12/23/18	
21	100%	HOLIDAYS	9.25 days?	Mon 12/24/18	Tue 1/1/19	20
22	100%	Task 4 - Schematic Design (30%)	91.75 days?	Wed 1/2/19	Sun 3/31/19	
27	100%	Task 5 - Design Development (60%)	101 days?	Mon 4/1/19	Sun 7/7/19	
32	11%	Task 6 - Construction Documents (90%)	151.25 days?	Mon 7/8/19	Sun 12/1/19	
33	100%	Working	6 wks?	Mon 7/8/19	Sat 8/17/19	31
37	100%	90% CD Drawing Progress	1 wk	Mon 8/19/19	Sun 8/25/19	33
38	45%	QC Review / Working	18.75 days?	Sun 8/25/19	Thu 9/12/19	37
39	0%	Progress Printing - BUILDING ONLY	1 day?	Fri 9/19/19	Fri 9/19/19	
40	0%	Cost Estimate - Building drawings	1 day?	Mon 9/16/19	Mon 9/16/19	39
41	0%	Working / Building QC backcheck	6 days	Tue 9/17/19	Sun 9/22/19	40
42	0%	Progress Printing: CIVIL & LANDSCAPE dwgs	1 day?	Fri 9/20/19	Fri 9/20/19	
43	0%	Cost Estimate - Site drawings	10 days	Mon 9/23/19	Wed 10/2/19	
44	0%	QC Site drawings & coord w/ bldg	10 days	Mon 9/23/19	Wed 10/2/19	
45	0%	RTA Review/Approval: 90% CDs	2 wks	Mon 9/30/19	Sun 10/13/19	
46	0%	Final Cost Estimate to RTA	2 days?	Wed 10/2/19	Fri 10/4/19	43
47	0%	Working	14 days	Sat 9/21/19	Fri 10/4/19	42
48	0%	Final Plan Check Dwg Printing	1 day?	Mon 10/7/19	Mon 10/7/19	
49	0%	Design Specifications	8 wks	Tue 10/8/19	Sun 12/1/19	48
50	0%	Plan Check (Permitting)	129.25 days?	Tue 10/8/19	Sun 2/9/20	
51	0%	AHJ Review	8 wks	Tue 10/8/19	Sun 12/1/19	48
52	0%	Design team address AHJ comments	2 wks	Sun 12/8/19	Sat 12/21/19	51
53	0%	Resubmittal to AHJ	4 wks?	Tue 1/7/20	Sun 2/9/20	52
54	0%	Final approval	1 wk?	Mon 2/3/20	Sun 2/9/20	53
55	0%	Task 7 - Bidding & Award		Mon 3/23/20		
60	0%	Task 8 - Construction	600 days?	Wed 6/30/20	Mon 1/10/22	

Project: 227049601\_SLO RTA B  
Date: Thu 9/5/19

Task: Split Milestone

Summary: Project Summary Inactive Task

Inactive Milestone: Inactive Summary Manual Task

Deadline only: Manual Summary Rollup Manual Summary

Start only: External Tasks

External Milestone: Deadline Progress

Manual Progress: Manual Progress

Page 1

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**October 2, 2019**

**STAFF REPORT**

**AGENDA ITEM:** C-3

**TOPIC:** Administrative, Management, & Confidential Employees' Retirement Benefits

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Adopt Resolution Requesting Authorization by San Luis Obispo County Pension Trust for RTA to Join County Pension System

**BACKGROUND/DISCUSSION:**

The RTA has had a contract with the California Public Employees' Retirement System (CalPERS) since 1994, and administrative, management, and confidential employees are offered participation in the CalPERS defined benefit retirement program. To reduce potential future financial obligations and uncertainties, the Board adopted a Resolution of Intention to Terminate RTA's contract with CalPERS on January 9, 2019. Staff has investigated the cost to terminate the contract and an ad hoc committee appointed by the Board has determined that joining the County retirement plan provides a comparable retirement program for employees currently enrolled in CalPERS at more predictable and stable costs.

This Resolution requests County Pension Trust authorization for RTA to join the County retirement plan. Termination of the CalPERS contract and enrollment in the County retirement plan would require that this Board adopt a final Resolution of Termination and approval by the San Luis Obispo County Pension Trust and the County Board of Supervisors to become a contracting agency under the County retirement plan and to enroll RTA employees in the County retirement plan.

**Staff Recommendation**

Adopt the attached Resolution, direct staff to continue to work with CalPERS officials and County Pension Trust to work towards terminating the CalPERS contract and enrolling in the County pension system, and to provide the Board status updates.

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**RESOLUTION REQUESTING  
SAN LUIS OBISPO COUNTY PENSION TRUST  
AUTHORIZE ENROLLMENT OF  
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
IN COUNTY PENSION SYSTEM**

WHEREAS, the Board of Directors (“Board”) of the San Luis Obispo Regional Transit Authority (“RTA”) entered into a contract with the California Public Employees’ Retirement System (“CalPERS”) pursuant to Government Code Section 20460, effective July 1, 1994, for participation by the RTA in CalPERS; and

WHEREAS, on January 9, 2019, the Board adopted a Resolution of intention to terminate its contract with CalPERS in order to reduce future financial pension obligations; and

WHEREAS, the Board has determined that becoming a contracting agency under the San Luis Obispo County Employees Retirement Plan (“Plan”) administered by the San Luis Obispo County Pension Trust (“Pension Trust”) would provide comparable retirement benefits to RTA employees currently enrolled in CalPERS; and

WHEREAS, approval is required from the Pension Trust and the San Luis Obispo County Board of Supervisors for the RTA to become a contracting agency in the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that it is in the best interests of the RTA to become a contracting agency under the San Luis Obispo County Employees Retirement Plan administered by the San Luis Obispo County Pension Trust upon termination of the CalPERS contract; and

BE IT FURTHER RESOLVED, that the Board does hereby give notice to the Pension Trust of its request for authorization for the RTA to become a contracting agency under the San Luis Obispo County Employees Retirement Plan.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
OCTOBER 2, 2019  
STAFF REPORT**

**AGENDA ITEM:** C-4

**TOPIC:** Agreement for Shared Use of Paso Robles Restroom Facility

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Execute Agreement

**BACKGROUND/DISCUSSION:**

The RTA struggles to provide consistent access to restrooms for Bus Operators over such a large service area. This is particularly challenging on weekends and late evenings when public facilities are not open. For example, in May 2018 staff worked with our partners at the County, and negotiated a Memorandum of Understanding that allows Bus Operators to use the public restrooms at the Main Library in San Luis Obispo.

In the City of Paso Robles, RTA staff currently uses a portable restroom facility located at the transit center while the RTA staff works with the City of Paso Robles to establish a permanent restroom facility. The transit center is also a bus stop for service provided by Monterey-Salinas Transit District (MST) and they have requested shared access to the restroom facilities for their drivers.

Attached is the proposed agreement between the RTA, the City of Paso Robles, and MST regarding the use and care of the facilities. Staff is working on finalizing the agreement and is requesting authority to execute the agreement as long as there are no substantial changes from the attached proposed agreement.

**Staff Recommendation**

Authorize the RTA Executive Director, with the consent of County Counsel, finalize and execute the agreement for shared use of Paso Robles restroom facility.

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**AGREEMENT BETWEEN  
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY,  
CITY OF EL PASO DE ROBLES  
AND MONTEREY SALINAS TRANSIT DISTRICT**

This Agreement is entered into by and between the San Luis Obispo Regional Transit Authority ("RTA"), an independent joint powers authority, the City El Paso de Robles ("Paso Robles"), the and Monterey-Salinas Transit District ("MST"), an independent joint powers authority .

In consideration of the conditions and agreements set forth herein, the parties agree as follows:

A. RTA shall:

1. Provide a combination lock secured porta-potty toilet ("Facility") at 8th and Pine Streets, Paso Robles, California ("Location"), which Facility shall be jointly shared with MST and RTA for use by their bus operators; and
2. Provide and pay for weekly commercial cleaning services of the Facility.

B. Paso Robles hereby agrees to permit the Facility to be installed at the Location.

C. MST agrees to pay an annual fee of \$732, payable quarterly to RTA for reimbursement of the rental fee of the Facility.

The billable monthly rate for the services identified above is \$61 per month with a minimum billed amount per fiscal year of \$732. MST will be billed by invoice on a quarterly basis. The cost of any additional services other than those specific in Section A above, will be negotiated separately.

D. EFFECTIVE DATE AND TERM OF CONTRACT:

1. The effective date of the Agreement is October 2, 2019.
2. The Agreement shall continue on a month to month basis. Any party may terminate this Agreement at any time by giving to the other parties at least thirty (30) days written notice. Any accrued and owing costs shall be paid by the responsible party within thirty days of termination.
3. Notices. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed or sent by a nationally recognized overnight courier to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

to the RTA at:

Omar McPherson, Operations Manager  
San Luis Obispo RTA  
179 Cross Street  
San Luis Obispo, CA 93401  
Office (805) 781-4465

to MST at:

Mike Gallant, Business Development Transit Planner  
Monterey-Salinas Transit  
19 Upper Ragsdale Dr, Suite 200  
Monterey, CA 93940  
Office (831) 264-5888

to the City of Paso Robles at:

Dick McKinley, Public Works Director  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Office (805) 237-3861

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (c) in the case of mailing, on the third business day following posting.

- E. All parties shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by all parties in exchange for the RTA's agreement to provide the Facility. Failure by any party to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement.

Notwithstanding the foregoing, failure by any party to maintain required insurance coverage shall not excuse or alleviate the party from any of its other duties or obligations under this Agreement.

The individuals whose signatures are affixed hereto are authorized to represent their respective agencies and to agree to the terms and conditions presented in this Agreement.



**SIGNATURES**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
Omar McPherson, Operations Manager

Approved as to Form and Legal Effect

\_\_\_\_\_  
Nina Negranti, RTA Counsel

MONTEREY-SALINAS TRANSIT DISTRICT

\_\_\_\_\_  
Mike Gallant, Business Development Transit Planner

CITY OF PASO ROBLES

\_\_\_\_\_  
Dick McKinley, Public Works Director

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## ATTACHMENT ONE INSURANCE REQUIREMENTS

- A. Insurance Policies:** Each party to the Agreement (“Contractor”) shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers’ compensation and employer’s liability	\$1 million	As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
OCTOBER 2, 2019  
STAFF REPORT**

**AGENDA ITEM:** C-5

**TOPIC:** Amendment to Agreement with CPS HR Consulting for Audit and Compliance Review

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Execute Amended Completion Date to Agreement with CPS HR Consulting for Audit and Compliance Review

**BACKGROUND/DISCUSSION:**

In April 2019, the Board authorized the RTA Executive Director to execute the agreement with CPS HR Consulting for an audit and compliance review with consent from the RTA Counsel. Staff request this authority in order to ensure the RTA is adhering to best practices associated with legal requirements and policies and that procedures adopted by the RTA Board regarding human resources are being followed and in the best interest of the agency. Staff worked with the County of San Luis Obispo to identify an outside agency that could provide a professional review. They identified CPS HR Consulting as a firm that would be suitable to conduct such work and is used by not only the County but many of the cities within the County. The agreement was for services up to \$8,550.

Due to timing of various project, the response to CPS HR Consulting from staff was delayed and the proposed amendment is to extend the due date for the report to March 2020 from the original due date of June 2019.

**Staff Recommendation**

Authorize the RTA Executive Director to execute the amended agreement with CPS HR Consulting for an audit and compliance review with consent from the RTA Counsel.

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September 5, 2019

Geoff Straw  
Executive Director  
San Luis Obispo Regional Transit Authority  
179 Cross Street  
San Luis Obispo, CA 93401

Via e-mail to [gstraw@slorta.org](mailto:gstraw@slorta.org)

Dear Mr. Straw:

CPS HR Consulting is formally requesting an extension to the original contract agreement to complete the audit and compliance project for San Luis Obispo Regional Transit Authority. The current contract expired on June 30, 2019. CPS HR would like to extend services through March 31, 2020.

For the duration of the extension through March 31, 2020, the current staffing, terms, and billing rates specified in the original contract will remain in effect without change.

Please let us know if you require further information or documentation relative to the extension. We will ensure staffing remains in place and continue to provide services to San Luis Obispo Regional Transit Authority.

Should you have questions or comments about the information presented in this proposal, please do not hesitate to contact me at (916) 471-3426 and [cbpeacock@cpshr.us](mailto:cbpeacock@cpshr.us).

Sincerely,



Christina Batorski Peacock  
Manager, Recruitment Solution