



*****SPECIAL MEETING*****

RTA BOARD AGENDA

**Wednesday, August 1, 2018
BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER**

1055 Monterey Street, San Luis Obispo, California 93401

RTA preceding the San Luis Obispo Council of Governments (SLOCOG) Board Meeting (SLOCOG starts approximately at 9:00 am)

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

President: Tom O'Malley

Vice President: Dan Rivoire

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)
Tim Brown (Arroyo Grande)

Tom O'Malley (Atascadero)
John Shoals (Grover Beach)
John Heading (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Dan Rivoire (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 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

FLAG SALUTE

CALL TO ORDER AND ROLL CALL

PUBLIC COMMENTS: 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

None

B. ACTION AGENDA

B-1 Agreement for Bus Maintenance Facility Design & Engineering Services (Approve)

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 Resolution Electing to no Longer be Subject to the Public Employee' Medical and Hospital Care Act (Approve)

D. CLOSED SESSION: None

E. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on September 5, 2018

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

August 1, 2018

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: New Bus Maintenance Facility

ACTION: Agreement for Design & Engineering Services

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to Finalize Negotiations and Execute an Agreement with Stantec Architecture

SUMMARY:

At its September 16, 2017 meeting, the RTA Board of Directors adopted the Mitigated Negative Declaration for the planned new Bus Maintenance Facility project. In addition, the Board directed staff to procure design and engineering services for the project. In response, staff published a Request for Qualifications on May 7, 2018. Staff conducted an on-site pre-bid meeting on May 23rd, and we received six proposals by the June 20th deadline. Interviews were conducted with the four highest-ranked firms on June 29th, and Stantec Architecture was ranked highest and selected for further negotiations. Three senior RTA staff members and one from the City of San Luis Obispo participated on the selection panel.

Staff then began negotiations with Stantec. However, we are still negotiating final contract terms – primarily with regard to Indemnity. Attached is the first 8 pages of final draft Agreement that includes the latest version of the Indemnity language; the full 235-page document that includes all exhibits/attachments can be downloaded at:

<http://www.slorta.org/about-rta/agency-reports/>

Staff is seeking authority to execute a lump-sum agreement not to exceed \$2,351,478.76, which is roughly 18% of the projected construction cost. This figure is slightly lower the one developed during staff Independent Cost Estimate process. As part of staff recommendation, we seeking the Board's authority for the Executive Director to execute the final Agreement document after consent of RTA Counsel.

It should be noted that Stantec has provided an optional bid for consulting services to certify the facility for certification, which would require an additional \$91,200 in design costs. Stantec staff estimates LEED certification at the Silver level would require an additional 1% to 2% in additional construction costs, while Gold certification would require an additional 3% to 5%. The City of San Luis Obispo requires all new non-residential construction over 5,000 square feet conduct a green building checklist, which is included in Stantec's bid price. Staff

is recommending that, due to estimated construction budgetary constraints that the RTA not seek full LEED certification but that we be mindful of sustainable design and life-cycle costs throughout the design phase.

The design and engineering phase is fully-funded using a mix of FTA Section 5307 formula funds, discretionary Proposition 1B capital funds, and Senate Bill 1 (SB-1) funds. With regard to the SB-1 funds: these have already been allocated and would not be in jeopardy should Proposition 6 – the effort to repeal SB-1 – be ratified by voters in the November 2018 general election. However, staff estimates the need for approximately \$3,038,400 in local funds for construction of the facility, assuming we are fortunate enough to be awarded 80% Federal funding. Future SB-1 funds are presumed to account for the lion's share of this local match requirement, which if repealed, would likely result in the RTA “taking” a greater proportion of the region's Transportation Development Act funds that have traditionally been used for streets/roads purposes.

Staff Recommendation

Following RTA Counsel's consent, authorize the Executive Director to execute an agreement with Stantec Architecture for design and engineering services for the long-term Bus Maintenance Facility in San Luis Obispo not to exceed \$2,351,478.76.

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH STANTEC ARCHITECTURE, INC.**

AGREEMENT NUMBER 18- _____

This "Agreement" is made as of this day of _____, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and "Stantec Architecture, Inc." ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional architectural firm or team of firms to provide design and engineering services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of specially trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

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") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress

report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$2,351,438.76. The RTA's Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. 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

To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, CONTRACTOR shall indemnify, defend, and hold harmless RTA and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation), of every nature arising out of the Agreement to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or its agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of RTA.

5. INSURANCE

Contractor 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 Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any 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 the Insurance Requirements at Attachment One.

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

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Upon payment of all monies owed to Contractor, Contractor shall promptly deliver to the RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

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

Contractor Representative:

Patrick M. McKelvey, AIA
Stantec Architecture, Inc.
523 W, 6th Street, Suite 1200
Los Angeles, CA 90014
(213) 955-9775
Pat.mckelvey@stantec.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. 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) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

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 Sonoma 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.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director’s decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(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>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, 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 //////////////////////////////////

CONSULTANT:

Name of Firm: **Stantec Architecture, Inc.**

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Geoff Straw
RTA Executive Director

Signature of Authorized Person:

APPROVED AS TO FORM:

By: _____

RTA Counsel

Print Name: _____

ATTEST:

Title: _____

RTA Clerk

Taxpayer I.D. No. _____

Attachments:

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Stantec Approach
- San Luis Obispo Regional Transit Authority Request for Qualifications & Addenda
- Contractor's Submittal
- Contractor's Best and Final Offer

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

AUGUST 1, 2018

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Resolution Electing to no Longer be Subject to the Public Employee' Medical and Hospital Care Act

ACTION: Approve Resolution

PRESENTED BY: Tania Arnold, Deputy Director

STAFF RECOMMENDATION: Adopt Resolution and Provide Staff Direction

BACKGROUND/DISCUSSION:

The San Luis Obispo Regional Transit Authority (RTA) has completed a review of our current healthcare insurance offering as established by the Public Employees Medical and Hospital Care Act (PEMHCA) between California Public Employee' Retirement System (CalPERS) and the RTA, and insurance offerings provided directly to RTA from Anthem, to ensure we are effectively managing the benefits program and providing affordable healthcare options to employees and retirees.

Staff will be recommending joining California State Association of Counties Excess Insurance Authority (CSAC EIA) Health insurance pool for a variety of reasons as part of the September 5, 2018 Board meeting. Prior to that action, staff is herein recommending approval of the attached Resolution Electing to no Longer be Subject to the PEMHCA. This advance notice is required, since CalPERS allows agencies a maximum of 60 days from the date final premium rates are released to terminate their participation from PEMHCA. As such, a termination resolution must be submitted to CalPERS by 5 P.M. on August 20, 2018.

In transitioning to CSAC EIA Health for the 2019 plan year, the RTA would be able to provide equal, if not enhanced, benefit plans to all participating employees and retirees, and equity between all employee groups within the organization, along with added plan stability. The RTA would benefit in the future from the unique arrangement of the EIA Health insurance pool by being able to take advantage of the shared risk model offered by an insurance pool of small agencies as well as large agencies. The goal of the shared risk model is to stabilize premium rates across a large pool of members. As a member of CalPERS, the RTA benefited from the pool size, but we had no control or influence on decisions that directly impact premium rates paid by employees. With EIA Health, the RTA is provided the opportunity to actively engage and evaluate new benefit offerings.

Staff Recommendation

Approve the attached resolution electing to no longer be subject to the Public Employee' Medical and Hospital Care Act. Direct staff to submit to CalPERS no later than 5 p.m. on August 20, 2018 if final negotiations continue as anticipated and RTA moves forward with joining CSAC-EIA.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 18-_____**

**RESOLUTION ELECTING TO NO LONGER BE SUBJECT TO THE PUBLIC EMPLOYEES'
MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, on the Board of the San Luis Obispo Regional Transit Authority, as a contracting agency, elected to be subject to the Public Employees' Medical and Hospital Care Act (Gov. Code Sec. 22750 et seq.); and

WHEREAS, effective July 1, 1994, the San Luis Obispo Regional Transit Authority employees, retired employees, and survivors became eligible to obtain health benefit coverage from the Board of Administration of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the San Luis Obispo Regional Transit Authority now desires to obtain health benefit coverage for its employees, retirees and survivors through the California State Association of Counties Excess Insurance Authority (CSAC EIA); and

WHEREAS, Government Code Section 22938 provides that a contracting agency which has elected to be subject to the Public Employees' Medical and Hospital Care Act (the "Act") may cease to be so subject by proper application by the contracting agency; and

WHEREAS, the San Luis Obispo Regional Transit Authority is a contracting agency under Government Code Section 22920 and subject to the Act;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. The San Luis Obispo Regional Transit Authority elects to no longer be subject to the Public Employees' Medical and Hospital Care Act; and
2. That coverage under the Act cease on December 31, 2018.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of August 2018.

Tom O'Malley
President of the RTA Board of Directors

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Timothy McNulty
County Counsel

By: _____
RTA Legal Counsel

Dated: _____
(Original signature in BLUE ink)

San Luis Obispo Regional Transit Authority
Resolution No. 18-_____
Resolution Electing to No Longer be Subject to the Public Employee' Medical and Hospital Care Act