



Regional Transportation Planning Agency - Local Transportation Commission
Monterey County Service Authority for Freeways & Expressways
Monterey County Regional Development Impact Fee Joint Powers Agency
Email: info@tamcmonterey.org

BOARD OF DIRECTORS

Wednesday, September 22, 2021

****9:00 AM****

REMOTE CONFERENCING ONLY

There will be NO physical location of the meeting.

Please see all the special meeting instructions at the end of the agenda.

Join meeting online at:

<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXlCSEFhLzIXVmhoY21yUT09>

OR

By teleconference at: +1 669 900 6833

Meeting ID: 446 951 513

Password: 194463

The agenda and all enclosures are available on the Transportation Agency website: www.tamcmonterey.org, by clicking on Transportation Agency Board, meetings and agendas, click on agenda item and open it, click on report attachments listed at end of report.

1. QUORUM CHECK – CALL TO ORDER

Transportation Agency by-laws require a quorum of a minimum of 9 voting members, including a minimum of 7 city representatives and 1 county representative.

If you are unable to attend, please contact your alternate. Your courtesy to the other Transportation Agency Board members to assure a quorum is appreciated.

PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENTS

Any member of the public may address the Board on any item not on the agenda but within the jurisdiction of the Board. Under this item, each member of the public is allowed three minutes to address concerns. Comments in items on this agenda may be given when that agenda item is discussed. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to Maria at maria@tamcmonterey.org by 5:00 pm the Monday before the meeting, and such comments will be distributed to the Board before the meeting.

3. CONSENT AGENDA

Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

4. **RECEIVE** update on the quarterly Measure X revenue forecasts and status of regional projects.

- Zeller

Measure X revenues from January through March were 37.1% above the first sales period in 2020. However, significant adjustments for delayed payments, and other reporting modifications resulted in actual revenues that increased by only 8.6%. Included with the staff report are revenue estimates by jurisdiction through fiscal year 2022/23.

5. **RECEIVE** the Freeway Service Patrol Annual Report for fiscal year 2018-2019.

- Williamson

The Freeway Service Patrol Annual Report summarizes the program's performance and compares it with the previous two fiscal years. This annual report is based on the latest year of complete data available from the State, which is 2018-19. In 2018-19, the tow truck program provided an average benefit of \$6.00 for every \$1.00 invested in the program, or an annual savings of 66,550 vehicle hours of delay, 114,399 gallons of fuel savings, and a reduction of 1,006,713 kilograms per year in carbon dioxide.

6. **RECEIVE** reports from Transportation Providers:

- Caltrans Director's Report and Project Update - Eades
- Monterey Peninsula Airport - Sabo
- Monterey-Salinas Transit - Sedoryk
- Monterey Bay Air Resources District - Stedman

7. **Reports on meetings attended by Board Members at Transportation Agency expense,**

as required by state law.

8. Executive Director's Report.

9. Announcements and/or comments from Transportation Agency members on matters that they wish to put on future Transportation Agency agendas.

10. ADJOURN

BEGINNING OF CONSENT AGENDA: Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

ADMINISTRATION and BUDGET

- 3. 1.1 APPROVE** the Transportation Agency for Monterey County Board draft minutes of August 25, 2021.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for the month of August 2021 and credit card statements for the month of July 2021.

- Delfino

The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public Accountant to keep the Board informed about the Transportation Agency's financial transactions.

- 3. 1.3 Executive Director Employment Agreement**

1. **APPROVE** agreement with Todd A. Muck to perform services of TAMC Executive Director, beginning on September 25, 2021; and
2. **AUTHORIZE** TAMC Chair to sign Agreement.

- Goel/Hansen

Executive Director Debra L. Hale is retiring effective October 8, 2021. On July 28, 2021, the TAMC Board directed the Chair, 1st Vice Chair, Counsel and Director of Finance & Administration to negotiate an Agreement with Todd A. Muck to perform services of TAMC Executive Director. On August 25, 2021, the Board approved the employment agreement with Todd A. Muck in Closed Session. The proposed contract will be in effect from September 25, 2021 through September 24, 2024.

BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES

- 3. 2.1 ADOPT** Resolution 2021-11 allocating \$853,438 of Fiscal Year 2021-22 SB 1 State of Good Repair funds to Monterey-Salinas Transit to help fund future bus procurement and install a back-up generator at the administrative office.

- Jacobsen

Senate Bill 1 (SB 1) established the State of Good Repair program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain

the public transit system.

PLANNING

- 3. 3.1 RECEIVE** update on state and federal legislative activities.

- Watson

This report includes updates on state and federal legislation.

PROJECT DELIVERY and PROGRAMMING

- 3. 4.1 APPROVE** the appointment of Robin Lee to serve as the pedestrian advocate representative and Laurie Eavey to serve as the alternate pedestrian advocate representative on behalf of Communities for Sustainable Monterey County on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.

- Wright

The Transportation Safety & Investment Plan Policies calls for the formation of a Citizens Oversight Committee representing a diverse range of community interests. Representatives of these interests must be nominated by their organizations and appointed to serve on the Citizens Oversight Committee by the Transportation Agency's Board of Directors.

- 3. 4.2 ADOPT** the Addendum to the Final Environmental Impact Report for the Fort Ord Regional Trail and Greenway project.

- Zeller

The first segment of the Fort Ord Regional Trail and Greenway project is currently in final design. During this process, the alignment has been refined and there are now portions of the trail that fall slightly outside of the certified Environmental Impact Report's Area of Potential Effect. This addendum addresses those areas to study the potential impacts.

- 3. 4.3 Fort Ord Regional Trail and Greenway - GHD Contract Amendment #1:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with GHD, subject to approval by Agency Counsel, in an amount not to exceed \$117,830, for a total not-to-exceed contract amount of \$2,792,113, to conduct additional public outreach and engagement;
2. **AUTHORIZE** the use of Measure X funds budgeted to this project;
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future

modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount; and

4. **APPROVE** sole source finding.

- Zeller

Agency staff is seeking to conduct additional public outreach on the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway. This amendment will provide payment for GHD to assist with the preparation and delivery of additional public outreach materials.

3. 4.4 Property Cleanup Services Contract:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with Smith & Enright for an amount not to exceed \$120,000.00 to provide on-call property cleanup services over a four-year period;
2. **APPROVE** the use of \$120,000.00 in Right-of-Way Lease Revenue funds for this purpose; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work or change the approved contract term or amount.

- Williamson

The Transportation Agency, as part of its management of Agency-owned property, is looking to provide on-call property cleanup services along the Monterey Branch Line and on properties at the former Fort Ord military base.

RAIL PROGRAM

3. 5.1 **APPROVE** land transfer agreement with the City of Salinas for the properties acquired for the rail station improvements at Lincoln Avenue and West Market Street.

- Watson

Transferring seven parcels of TAMC-acquired properties at the Salinas train station to the City of Salinas was approved in the joint Memorandum of Understanding and enables the City to designate the constructed improvements as a City street and City parking. This land transfer agreement needs to also be approved by the City of Salinas and the California Transportation Commission.

3. 5.2 Monterey County Rail Extension - Union Pacific Property Acquisition Request for Proposals:

1. **APPROVE** the scope of work for the request for proposals for real estate acquisition, appraisal, and legal services for Union Pacific Railroad properties

for the Monterey County Rail Extension project, subject to legal counsel approval;

2. **AUTHORIZE** staff to publish the request for proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work;
3. **APPROVE** the use of Traffic Congestion Relief Program funds for this project; and
4. **AUTHORIZE** the Executive Director to take such further actions as may be necessary to fulfill the intent of the program, including modifications that do not significantly alter the scope of work.

- Zeller

Package 2 (Salinas Layover Facility) and Package 3 (Gilroy Track Improvements) of the Monterey County Rail Extension project potentially require the acquisition of parcels owned by Union Pacific. Staff is seeking proposals from teams of specialists to assist with real estate acquisition, appraisals, and legal services.

3. 5.3 Salinas Rail Project Packages 2 & 3 - HDR Engineering Contract Amendment #2:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #2 with HDR Engineering Inc., subject to approval by Agency Counsel, in an amount not to exceed \$284,938, for a total not-to-exceed contract amount of \$3,939,610, to complete the design work for Package 2, Salinas layover facility and Package 3, Gilroy track connections;
2. **AUTHORIZE** the use of reserves or state funds budgeted to this project that may become available;
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount; and
4. **APPROVE** sole source finding.

- Watson

The Salinas Rail Extension Kick Start Project, package 2 (Salinas layover facility) and package 3 (Gilroy track connections) are at 75% design. HDR Engineering, Inc. was originally hired for this work in April 2020 after a formal Request for Proposals process. The contract now needs to be amended to add funding to the contract for the following unforeseen activities: 1) additional work on 10th Street and Luchessa Avenue in Gilroy, as required by the California Public Utilities Commission (CPUC) per a site meeting on August 24; 2) geotechnical investigations beyond what was anticipated in the scope of work; 3) additional level of effort on the 90% plans in Gilroy and Salinas per coordination with multiple partner agencies; and 4) additional traffic analysis on 10th Street per the CPUC. Staff recommends a sole source finding for this proposed amendment

#2 based on the related nature of the tasks and efficiencies involved.

REGIONAL DEVELOPMENT IMPACT FEE - No items this month

COMMITTEE MINUTES and CORRESPONDENCE

3. 7.1 ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of September 1, 2021
- Rail Policy Committee - [agenda of September 13, 2021](#) (minutes will be posted to October Board)
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of September 1, 2021
- [Technical Advisory Committee](#) - draft minutes of September 2, 2021
- [Excellent Transportation Oversight Committee](#) - No meeting

- Rodriguez

3. 7.2 RECEIVE correspondence to and from TAMC for the month of September 2021.

- Rodriguez

END OF CONSENT AGENDA

ANNOUNCEMENTS

Next Transportation Agency for Monterey County meeting will be on
Wednesday, October 27, 2021
9:00 A.M.

Important Meeting Information

Remote Meetings: On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health. As permitted by recently-updated orders from Governor Newsom's office, effective July 28, 2021, the TAMC Board of Directors and committee meetings will continue to convene remotely, until further notice. For remote meetings, the public is strongly encouraged to use the Zoom app for best reception. Prior to the meeting, participants should download the Zoom app at: <https://zoom.us/download>. A link to simplified instruction for the use of the Zoom app is: <https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/>.

Remote Meeting Public Comment: Due to current circumstances, there may be limited opportunity to provide verbal comments during remote meetings. Persons who wish to address the Committee for public comment or on an item on the agenda are encouraged to submit comments in writing to maria@tamcmonterey.org by 5:00pm the Monday before the meeting. Such comments will be distributed to the Committee before the meeting. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

Agenda Packet and Documents: Any person who has a question concerning an item on this agenda may call or email the Agency office to make inquiry concerning the nature of the item described on the agenda. Complete agenda packets are on display online at the Transportation Agency for Monterey County website. Documents relating to an item on the open session that are distributed to the Committee less than 72 hours prior to the meeting shall be available for public review at the Agency website. Agency contact information is as follows:

Transportation Agency for Monterey County
www.tamcmonterey.org
Office is closed an all employees are working remotely until further notice
TEL: 831-775-0903
EMAIL: info@tamcmonterey.org

Agenda Items: The agenda will be prepared by Agency staff and will close at noon nine (9) working days before the regular meeting. Any member of the Board may request in writing an item to appear on the agenda. The request shall be made by the agenda deadline and any supporting papers must be furnished by that time or be readily available.

Alternative Agenda Format and Auxiliary Aids: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals requesting a disability-related modification or accommodation, including auxiliary aids or services, may contact Transportation Agency staff at 831-775-0903. Auxiliary aids or services include wheelchair accessible facilities, sign language interpreters, Spanish language interpreters, and printed materials in large print, Braille or on disk. These requests may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting and should be made at least 72 hours before the meeting. All reasonable efforts will be made to accommodate the request.



Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: Measure X Quarterly Revenue Forecast

RECOMMENDED ACTION:

RECEIVE update on the quarterly Measure X revenue forecasts and status of regional projects.

SUMMARY:

Measure X revenues from January through March were 37.1% above the first sales period in 2020. However, significant adjustments for delayed payments, and other reporting modifications resulted in actual revenues that increased by only 8.6%. Included with the staff report are revenue estimates by jurisdiction through fiscal year 2022/23.

FINANCIAL IMPACT:

Prior to Monterey County voters adopting Measure X in November 2016, revenues were conservatively estimated to be \$20 million per year. Actual revenues have been significantly higher, with 2018/19 receipts (the second full year of Measure X receipts) totaling \$30.5 million. Measure X revenues dropped to \$28.198 million in 2019/20, and are projected to total \$32.01 million in 20/21. Fiscal year 2021/22 revenues are projected to be slightly less, at \$30.665 million.

DISCUSSION:

The State's response to the pandemic and the limitations it placed on travel and commuting had an immediate and negative effect on sales at gas stations, hotels, and restaurants. However, auto sales and construction activity, along with online purchasing, conversely posted strong gains again in this quarter.

The net effect is that Measure X sales tax revenues exceeded prior projections this past fiscal year, and are forecast to remain steady in subsequent years. The result is a 7.4% decline from \$30.46 million of revenues in 2018/19 to \$28.198 million in 2019/20, and an increase of 13.1% in 2020/21 to \$32.01 million. This latest forecast is a significantly better return than the originally projected \$30.109 million in 2020/21. In 2021/22, a slight decrease of 4.5% to \$30.665 million is expected, however this remains significantly higher than the original \$20 million estimates for Measure X. These figures are approximate to last year's projections, and are subject to change as the full implications of the COVID-19-related economic impacts are realized. The budget reflects COVID-19 Stay Home Orders that ended January 2021, statewide restrictions ending June 15, 2021, and a successful widespread vaccine deployment.

While the fluctuations in Measure X revenues as projected from the prior year presents challenges, the conservative approach taken by the Agency still provides full-funding for near-term projects as programmed in the 2021 Integrated Funding Plan (an update to the funding plan will be brought to the Board at the October 2021 meeting).

The Measure X program's existing fund balance along with new revenues will allow the Measure X program of projects to stay on track to meet programmed local match requirements for the next five years. Since 60% of the Measure X funds are allocated to the cities and County, these increased revenues will primarily accrue local road and street projects. Priority regional projects that are expected to start construction during the five-year time frame include the Imjin Road Widening project, which uses \$18.1 million of Measure X funds as match to a \$19 million Senate Bill 1 Local Partnership Program grant, the Highway 218 Segment of the Fort Ord Regional Trail and Greenway, which uses \$1.0 million of Measure X funds as a match to a \$9.2 million Active Transportation Program grant, and the State Route 156 / Castroville Boulevard project, which received a \$20 million Senate Bill 1 Trade Corridors grant that is matched with \$389,000 of Measure X and \$5 million of developer fees.

ATTACHMENTS:

- ▣ Measure X First Quarter 2021 Update
- ▣ Measure X Local Road Maintenance Revenue Projections by Jurisdiction

TAMC - MEASURE X

SALES TAX UPDATE

1Q 2021 (JANUARY - MARCH)



TAMC - MEASURE X

TOTAL: \$ 6,848,954

8.6%
1Q2021



5.2%
COUNTY

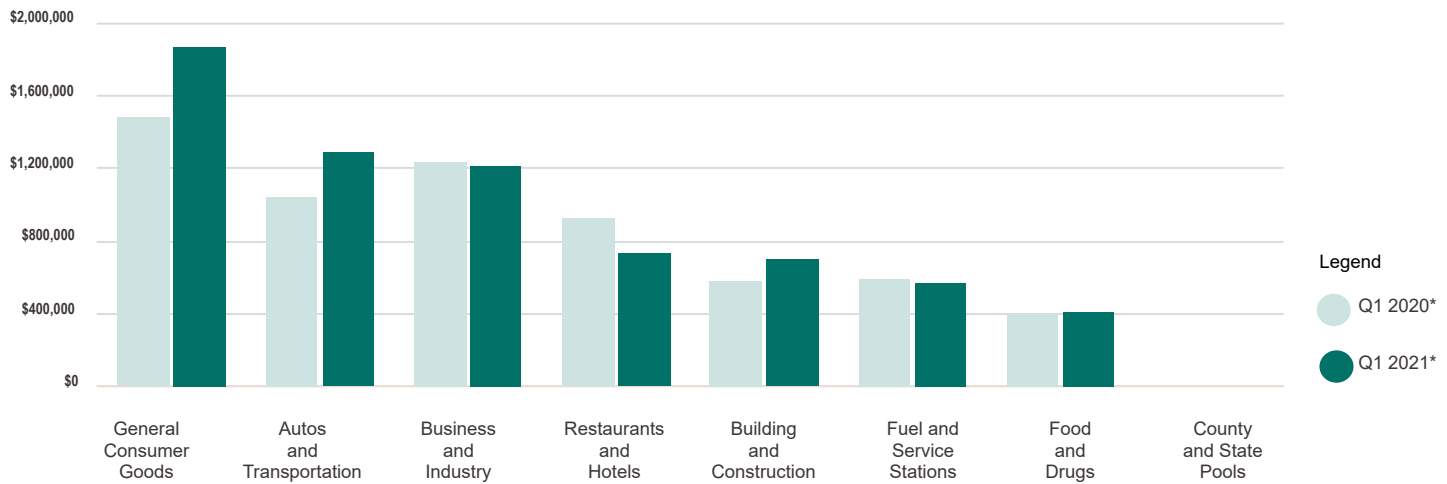


9.5%
STATE



**Allocation aberrations have been adjusted to reflect sales activity*

SALES TAX BY MAJOR BUSINESS GROUP



MONTEREY COUNTY (TAMC) - MEASURE X HIGHLIGHTS

Monterey County (TAMC) – Measure X’s place of sale receipts from January through March were 37.1% above the first sales period in 2020. However, significant adjustments for delayed payments, and other reporting modifications resulted in actual sales that increased 8.6%.

Greater spending in most general consumer

goods segments, including apparel, sporting goods, home furnishings and specialty stores, reflected increased foot traffic and buying activity in the county’s shopping centers – as well as online merchandise purchasing. Mirroring a statewide trend, new auto sales helped drive an impressive 23.4% spike in autos-transportation

revenues. Home/building projects and the high cost of lumber continued during the quarter – pushing building-construction revenues up. Agriculture and farm supply sales and repair shop/equipment rentals improved – although several other sectors pulled down the total business-industry proceeds.

TOP NON-CONFIDENTIAL BUSINESS TYPES

Monterey County (TAMC) - Measure X			HdL State	
Business Type	Q1 '21*	Change	Change	
New Motor Vehicle Dealers	769.8	31.5%	33.2%	↑
Service Stations	448.2	-4.1%	-3.8%	↓
Discount Dept Stores	406.9	21.1%	8.4%	↑
General Merchandise	385.6	44.3%	7.1%	↑
Building Materials	368.8	22.7%	18.9%	↑
Casual Dining	294.0	-17.1%	-18.9%	↓
Quick-Service Restaurants	257.4	1.6%	1.1%	↑
Contractors	232.5	18.5%	3.6%	↑
Used Automotive Dealers	205.5	27.8%	10.3%	↑
Electronics/Appliance Stores	194.9	28.0%	1.4%	↑

**Allocation aberrations have been adjusted to reflect sales activity*

**In thousands of dollars*

Conversely, gains in fast-casual dining were eclipsed by declines in other dining categories – as well as in hotels/leisure – all of which were severely impacted by closures and occupancy restrictions. Fuel and service station revenues reflected reduced driving miles and lower fuel prices during the quarter.

Net of adjustments, taxable sales for all of Monterey County grew 5.2% over the comparable time period; the Central Coast region was up 9.7%.

Transportation Agency for Monterey County

REVISED - September 2021

Measure X - Transportation Safety & Investment Plan

2021 Cash Flow & Revenue Forecast

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Revenues	Actual	Actual	Actual	Actual	HdL Forecast	HdL Forecast
Measure X Sales Tax Revenue	\$ 28,026	\$ 30,461	\$ 28,198	\$ 32,100	\$ 30,665	\$ 31,495
<i>Growth</i>	N/A	8.7%	-7.4%	13.8%	-4.5%	2.7%
Local Road Maintenance (60%, less Administrative Costs)	\$ 16,635	\$ 18,132	\$ 16,805	\$ 19,131	\$ 18,276	\$ 18,771
<i>Carmel</i>	\$ 196	\$ 214	\$ 198	\$ 214	\$ 205	\$ 210
<i>Del Rey Oaks (loan repayment)</i>	\$ 71	\$ 78	\$ 72	\$ 83	\$ 79	\$ 81
<i>Gonzales (loan repayment)</i>	\$ 230	\$ 217	\$ 201	\$ 282	\$ 269	\$ 276
<i>Greenfield</i>	\$ 427	\$ 466	\$ 433	\$ 553	\$ 528	\$ 543
<i>King City</i>	\$ 389	\$ 424	\$ 393	\$ 463	\$ 442	\$ 454
<i>Marina</i>	\$ 671	\$ 733	\$ 680	\$ 852	\$ 814	\$ 836
<i>Monterey</i>	\$ 1,028	\$ 1,123	\$ 1,042	\$ 1,098	\$ 1,049	\$ 1,078
<i>Pacific Grove</i>	\$ 558	\$ 609	\$ 565	\$ 659	\$ 630	\$ 647
<i>Salinas</i>	\$ 4,248	\$ 4,639	\$ 4,308	\$ 4,889	\$ 4,670	\$ 4,797
<i>Sand City</i>	\$ 28	\$ 31	\$ 28.62	\$ 32	\$ 31	\$ 32
<i>Seaside</i>	\$ 1,008	\$ 1,101	\$ 1,023	\$ 1,088	\$ 1,039	\$ 1,067
<i>Soledad</i>	\$ 570	\$ 622	\$ 577	\$ 730	\$ 698	\$ 717
<i>County</i>	\$ 7,213	\$ 7,874	\$ 7,285	\$ 8,188	\$ 7,822	\$ 8,034



Memorandum

To: Board of Directors
From: Laurie Williamson, Senior Transportation Engineer
Meeting Date: September 22, 2021
Subject: Freeway Service Patrol Annual Report FY 2018-2019

RECOMMENDED ACTION:

RECEIVE the Freeway Service Patrol Annual Report for fiscal year 2018-2019.

SUMMARY:

The Freeway Service Patrol Annual Report summarizes the program's performance and compares it with the previous two fiscal years. This annual report is based on the latest year of complete data available from the State, which is 2018-19. In 2018-19, the tow truck program provided an average benefit of \$6.00 for every \$1.00 invested in the program, or an annual savings of 66,550 vehicle hours of delay, 114,399 gallons of fuel savings, and a reduction of 1,006,713 kilograms per year in carbon dioxide.

FINANCIAL IMPACT:

The Freeway Service Patrol program is funded by the California Department of Transportation, with a 25% local match from the Transportation Agency. The state program funding is specifically designated for Freeway Service Patrol operations. The 25% match comes from Service Authority for Freeways and Expressways funds, which originates from a \$1 per registered vehicle fee collected by the Department of Motor Vehicles. The total cost of the program in fiscal year 2018-19 was \$414,200.

DISCUSSION:

The Freeway Service Patrol (FSP) is responsible for clearing the freeway of stalled or broken down automobiles, motorcycles, small trucks (vehicles with a gross weight of 6,000 pounds or less) and small debris. The Freeway Service Patrol operators contracting with the Transportation Agency provide "quick fix" items to motorists, e.g., furnishing one gallon of gasoline, changing flat tires, providing a "jump" start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs. They also provide towing needs for minor collisions. If the disabled vehicle cannot be repaired in this manner, it is towed to a California Highway Patrol designated drop location. In that case, the motorist can request the vehicle operator to contact the California Highway Patrol Communication center to call for a tow truck or a friend/relative to assist them. The Freeway Service Patrol program is managed by a partnership of the Transportation Agency for Monterey County, the California Department of Transportation, and the California Highway Patrol.

This annual report is based on the latest year of complete data available from the State, which is 2018-19. During fiscal year 2018-19, Monterey County Freeway Service Patrol operated on four service routes on three road segments: one along Highway 101 from Gould Road south of Salinas to the San Benito County line (Beat 1), one along State Route 1 between Rio Road near Carmel-by-the-Sea and State Route 156/183 in Castroville (Beat 2) and one

along Highway 101 from Arroyo Seco Road south of Soledad to Gould Road (Beat 3). For a portion of this fiscal year, a service truck operated along same limits as Beat 2 on State Route 1 (Beat 4). This was discontinued pending further evaluation by Caltrans into the use of service trucks instead of tow trucks.

Freeway Service Patrol drivers patrol these three beats during times of peak traffic congestion from 7:00 - 9:00 a.m. and 3:00 - 7:00 p.m., Monday through Friday. These Beats may also operate during special event weekends, such as the AT&T Pebble Beach National Pro-Am. Beat 1 (or Beat 3) also operates on Sundays from Arroyo Seco Road to the San Benito County line during the summer months to accommodate the increase in traffic due to tourists visiting the Monterey County area, while Beat 2 operates on Saturdays during the summer months to accommodate increased tourist traffic on the peninsula.

In the last three fiscal years, there were a total of 9,846 assists. The FSP operators provided a high level of service, exceeding the expectations of motorists as demonstrated by user surveys. The majority of survey respondents rate the service they received as excellent.

The effectiveness of the Freeway Service Patrol Program is assessed by calculating the annual benefit/cost ratio of each beat. The California Department of Transportation contracts with the Institute of Transportation Studies at the University of California at Berkeley for the analysis and preparation of the statewide annual FSP report. This includes the benefit/cost analysis for each FSP program as well as the statewide average ratio. In fiscal year 2018-19, the overall benefit/cost ratio for the Monterey County Freeway Service Patrol Program was 6:1, which indicates that the tow truck program provided an average benefit of \$6.00 for every dollar invested in the program. This is a 33% decrease from fiscal year 2017-18 when the ratio was 9:1 but is slightly higher than the ratio of 5:1 for fiscal year 2016-17. Although the number of assists varies from year to year, the program continues to provide high value assists to motorists in need.

The annual savings in incident delay, fuel consumption and air pollutant emissions due to the tow truck service are calculated based on the number of assists, beat geometries and traffic volumes. The savings are then translated into benefits using monetary values for delay (\$21.79/vehicle-hour) and fuel consumption (\$3.52/gallon). The costs include the annual capital, operating and administrative costs for providing FSP service.

Moving forward, the Freeway Service Patrol will continue to patrol Monterey County's busiest commute corridors, clearing the roads of incidents and helping motorists in need. With the passage of Senate Bill 1 in 2017 an additional \$25 million is dedicated to the statewide program annually, which has resulted in additional funding for the Monterey County Freeway Service Patrol.

WEB ATTACHMENTS:

[FSP Annual Report 2018-19](#)



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	North District Crosswalk Enhancements (1G760)	Various locations throughout Monterey and Santa Cruz (SRs 1, 9, 68, 129, 152, 183)	Electrical/ Signs/ Flashing Beacons/ Markings/ Pavements	Fall 2020 /Spring 2021	\$1 million	Minor	Mike Lew (RJ)	Alfaro Communications Construction Inc., Compton, CA	Contract was accepted on 8/10/2021.
2.	US 101 Paris Valley 2R Rehab (1F740)	Near King City south of Paris Valley Road overcrossing to Rancho undercrossing (PM R28.0/R30.6)	Pavement rehabilitation	Summer 2019 - Winter 20/21	\$26.9 million	SHOPP	Aaron Henkel (AN)	Papich Construction Company	Contract acceptance complete.
3.	US 101 King City Combined Projects (1F75U4)	Near King City from South of Wild Horse Road to Teague Avenue (PM 36.9/47.7)	Pavement Rehabilitation, Seismic Retrofit with widening and median barrier	Spring 2019— Summer 2023	\$77.7 million	SHOPP	Aaron Henkel (TL)	OHL, USA, Irvine, CA	Construction underway. Lanes have been reduced to 1 lane each direction from First Street to north of Jolon Road. The work is being done to the No. 1 lane.
4.	US 101 Salinas CAPM (1F700)	North of Gonzales to East Market Street (PM 73.8/87.3)	Pavement preservation	Summer 2019- Spring 2021	\$25.9 million	SHOPP	Jackson Ho (TL)	Granite Rock Company San Jose, CA	Construction Contract Acceptance complete.
5.	US 101 Mon 101 Transportation Management System (0N200)	Near Salinas north of the Airport Blvd south of the San Miguel Canyon (86.0/95.8)	Construct Transportation Management System	Winter 2020/21-Spring 2021	\$1.6 million	SHOPP	Jackson Ho (RJ)	Sturgeon Electric California, LLC Chino, CA	Construction Contract Acceptance complete.
6.	US 101 Salinas Rehabilitation (1C890)	East Market Street overcrossing to just south of Russell/Espinosa Road (PM 87.31/R91.5)	Roadway rehabilitation	Spring 2019 – Summer 2021	\$37 million	SHOPP	Aaron Henkel (TL)	Granite Rock Company, Watsonville, CA	Construction is on-going, with primarily overnight work. Remaining work will be completed by the end of September 2021. This will be followed by 60 days of plant establishment.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
7.	TMS Detection Repair (1H990)	Various locations throughout District 5 (SRs 1, 17, 68, 156, 101) (PM Various)	Replace failed TMS Detection	Winter 2020/21	\$3 million	SB1 SHOPP	Brandy Rider	PS&E/RW	Construction is currently underway.
8.	US 101 Monterey-San Benito Co Roadside Safety Improvements (1F900)	In Monterey and San Benito Counties North Gonzales to SCL Line (PM 73.0/96.8)	Roadside safety improvements	Fall 2020 - Spring 2021	\$4.5 million	SHOPP	Terry Thompson (CM Patrick Dussell)	PS&E/RW	Construction is currently underway.
9.	US 101 Camp Roberts SRRA Infrastructure Upgrade (1H020)	Northbound and southbound at the Camp Roberts Rest Area (PM R2.9/R5.3)	Safety roadside rest area infrastructure upgrade	Winter 2021	\$5.5 million	SHOPP	Barak Miles	CONSTRUCTION	Awarded and Approved. Submittals have begun coming in and the start of construction is likely to be begin at the end of July, due to delays in getting materials.
10.	US 101 San Antonio River Bridge-Seismic Retrofit (1F820)	Near King City at the San Antonio River Bridge (PM R6.7)	Seismic retrofit 2 bridges	Winter 2020	\$6.3 million	SHOPP	Luis Duazo	CONSTRUCTION	Project was awarded September 2020. Construction to be completed by 8/13/21.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
11.	Highway 1 Replace Culvert Near Limekiln Creek (0Q500)	Near Lucia south of Limekiln Bridge (PM 20.4)	Replace culvert and repair erosion	Fall 2021	\$850,000	SHOPP	Carla Yu	Construction	Construction contract awarded to Serafix Engineering Contractors. Construction was delayed to August 2021 due to water still flowing in culvert. Construction has begun.
12.	Highway 1 Orient Express Tieback Wall (1K010)	Near Lucia south of Big Creek Bridge (27.5/27.7)	Construct tieback wall, restore roadway and facilities, place Water Pollution Control BMPs, and erosion control	Spring/Summer 2023	\$6.2 million	SHOPP	Aaron Henkel	PA&ED	The schedule was moved out to further identify biological and cultural concerns within the project limits. PA&ED: Moved to 9/1/22
13.	Highway 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (PM 43.1)	Replace bridge rail	Spring/Summer 2023	\$3 million	SHOPP	Aaron Henkel	PS&E	Project is now in the Design phase.
14.	Highway 1 Coastlands Wall Permanent Restoration (1M460)	Near Big Sur at 1.0 Miles south of Pfeiffer Canyon Bridge (PM -44.5/44.45)	Permanent Restoration/Tieback retaining wall	Spring/Summer 2022	\$2.1 million	SHOPP	Carla Yu	PS&E	PS&E is in final design stage and project is on schedule to be Ready To List in late September 2021.
15.	Highway 1 Little Sur Retaining Wall (1K050)	Between Little Sur River and North of Big Sur (PM 55.9/55.9)	Construct earth retaining system	Fall 2022	\$2.2 million	SHOPP	Carla Yu	PS&E	Project delivery was accelerated from May 2022 to RTL in June 2021, 11 months ahead of schedule. Project is scheduled to advertise 9/7/2021.
16.	Highway 1 Garrapata Creek Bridge Rail Replacement (1H800)	At Garrapata Creek Bridge (PM 62.97)	Bridge rail rehabilitation	Fall 2023	\$3 million	SHOPP	Carla Yu	PS&E	Project is “long lead” with a longer than normal environmental study period needed to develop a context sensitive solution for the bridge rail with historic structures were completed in May 2021. Project is in Design phase and CA Type 86H rail is undergoing crash testing.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
17.	Highway 1 Garrapata Creek Bridge Rehab (1H460)	At Garrapata Creek Bridge (PM 63.0)	Electrochemical Chloride Extraction (ECE) of bridge structure	Summer 2021- Summer 2023	\$8.6 million	SHOPP	Carla Yu	Construction	Project awarded to FCE, Contract Approval was achieved July 20, 2021. Construction submittals are ongoing.
18.	Highway 68 Hwy 68 Curve Correction (1J460)	Near Pacific Grove West of Community Hospital Entrance (PM 0/0)	Improve superelevation, widen shoulders, install rumble strip	Fall 2023	\$3.2 million	SHOPP	Aaron Henkel	PS&E	Project is in the design phase.
19.	Highway 68 Route 68 Drainage Improvements (1J880)	From west of Sunset Dr to Toro Park (PM 0.2/15.7)	Drainage improvement, replace lighting, and install count stations	Winter 2024	\$5 million	SHOPP	Carla Yu	PA&ED	PA&ED has begun. Target completion of Environmental phase is June 2022.
20.	Highway 68 Pacific Grove ADA Pathway (1H220)	From 17 Mile Drive to Congress Avenue (PM 0.5/0.8)	Provide accessible pathway	Winter 2022	\$0.75 million	SHOPP	Mike Lew	PS&E	Project is expected to RTL in the Fall 2021.
21.	Highway 68 Pacific Grove CAPM (1H000)	From Forest Avenue to the SR 1/68 Junction (PM 1.1/L4.3)	Pavement preservation	Winter 2022	\$6.3 million	SHOPP	Carla Yu	DESIGN	RTL was achieved June 30, 2021, project is scheduled for advertisement on 9/13/2021.
22.	US 101 North Soledad OH Deck Replacement (0F970)	North Soledad Bridge (PM 62.1/63.2)	Bridge deck rehabilitation	Summer 2022 – Summer 2023	\$6.6 million	SHOPP	Jackson Ho	PS&E/RW	Project team is working on a high risk accelerated schedule towards M500 by 3/30/2022. RTL targeted for 10/4/2021.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
23.	US 101 Spence Rd Acceleration Lane (1M760)	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	Winter 2024	\$1 million	MINOR	Aaron Henkel	PAED	Draft Project Report is in review. On Schedule to meet PA&ED Fall of 2021.
24.	US 101 Market Street Northbound On-ramp Improvements (1H050)	Near Salinas from East Market Street to South of Sherwood Drive (PM 87.4/87.8)	Roadway and Retaining Wall	Summer 2022- Winter 2023	\$4.7 million	SHOPP	Jackson Ho	Design	Target RTL by Winter 2021. Construction is scheduled to begin in Summer 2022.
25.	US 101 Prunedale Rehab (1H690)	Near Prunedale North of Boronda Road overcrossing to Monterey/San Benito County Line (PM R91.5/101.3)	Pavement rehabilitation	Winter 2022- Spring 2024	\$41.5 million	SB 1 SHOPP	Jackson Ho	PA&ED	Design Consultant and team are working towards 60% PS&E package.
26.	Highway 156 Castroville Overhead (0A090)	On SR 156 between the SR 183/156 separation and Castroville Boulevard (PM R1.1/R2.1)	Replace Bridge Railing	Winter 2020/21- Winter 2022	\$5.5 million	SHOPP	Jackson Ho	PS&E/RW	Project is in Advertisement. Construction targeted for Winter of 2020/21.
27.	Highway 156 Castroville Boulevard Interchange (31601)	Castroville Boulevard and Highway 156 (R1.6/1.4)	Construct a new interchange	Fall 2022	\$24.0 million	STIP Measure X Federal Demo	Mike Lew	PS&E/RW	The Design Phase (PS&E) is well underway. The Project team is working on 95% plans submittal expected in the next month or two. Also, Environmental team continues to work on permits.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 22, 2021 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
28.	Highway 183 Salinas to Castroville CAPM (1K430)	South of Old Cemetery Rd near Salinas south of Del Monte Ave at Castroville (PM 2.1/8.3)	Roadway rehabilitation, TMS elements, lighting, and sign panel replacement	Winter 2023	\$5.1 million	SHOPP	Brandy Rider	PID	The Environmental Phase (PA&ED) which is underway. PA&ED is scheduled to be completed 9/7/2021
29.	Highway 183 Castroville Improvement Project (1H650)	Community of Castroville from Del Monte Ave. to Washington St (PM R8.4/9.8)	Asset Management Pilot Project	Fall 2023-Summer 2025	\$20 million	SHOPP	Jackson Ho	PS&E	Environmental document completed July 7, 2021. New project manager assigned in August. PS&E and RW phase are being started.
30.	Highway 218 Seaside ADA (1H230)	From Del Monte Road to Fremont Boulevard (PM R0.2/L0.9)	ADA compliant pedestrian access	Summer 2022	\$1.2 million	SHOPP	Jackson Ho	PS&E	Team is working towards RTL December 2021.

ACRONYMS USED IN THIS REPORT:

ADA	Americans With Disabilities Act
EIR	Environmental Impact Report
PA&ED	Project Approval and Environmental Document
PID	Project Initiation Document
PS&E	Plans, Specifications, and Estimates
SB	Senate Bill, the Road Repair and Accountability Act of 2017
SCL	Santa Clara County Line
SHOPP	Statewide Highway Operation and Protection Program
SR	State Route
TMS	Traffic Management System



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: September 22, 2021
Subject: TAMC draft minutes of August 25, 2021

RECOMMENDED ACTION:

APPROVE the Transportation Agency for Monterey County Board draft minutes of August 25, 2021.

ATTACHMENTS:

- TAMC draft minutes of August 25, 2021

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
MONTEREY COUNTY REGIONAL DEVELOPMENT IMPACT FEE
JOINT POWERS AGENCY
DRAFT MINUTES OF AUGUST 25, 2021, TAMC BOARD MEETING
Via Zoom Meeting Video/Audio Conference Call

TAMC BOARD MEMBERS	OCT 20	DEC 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	JUL 21	AUG 21
L. Alejo, Supr. Dist. 1, Past Chair (L. Gonzales; J. Gomez)	P	P	P	P	P	P	P	P	P(T)	P
J. Phillips, Supr. Dist. 2, (J. Stratton)	P	P	P	P	P	P(A)	P	P(A)	P	P(A)
C. Lopez, Supr. Dist. 3, County Rep (P. Barba)	P	P	P	P(A)	P(A)	P(A)	P	P(A)	P	P
W. Askew, Supr. Dist. 4 (Y. Anderson)	P	P	P	P(A)	P	P	P(A)	P(A)	P	P
M. Adams, Supr. Dist. 5, 1st Vice Chair (S. Hardgrave, C. Courtney)	P	P(A)	P	P	P	P	P(A)	P	P	P
D. Potter, Carmel-by-the-Sea (J. Baron)	P	P	P	P	P	P	P	P	P	E
A. Kerr, Del Rey Oaks (P. Lintell)	P	P	P	P	P	P	P	P	P	P
J. Rios, Gonzales (L. Worthy)	P	P	P	P	P	P	E	P	P	P(A)
B. White, Greenfield (A. Tipton)	P	P	P	P	P	P(A)	P	P	P	A
M. LeBarre, King City, 2nd Vice Chair (C. DeLeon)	P	P	P	P	P	P	P	P	P	P
C. Medina Dirksen, Marina (B. Delgado)	A	P(A)	P	P	A	P	P	P(A)	P	P
E. Smith, Monterey, Chair (D. Albert; A. Renny)	P	P	P	P	P	P	P	P	P	P
C. Poduri, Pacific Grove, (B. Peake)	P	P	P	P	P	P	P	P	P	P
K. Craig, Salinas, City Representative (C. Cromeenes)	P	A	P	P	P	P(A)	P	P	P(A)	P
Gregory Hawthorne, Sand City (J. Blackwelder; K. Cruz)	P	A	A	P(A)	P	P	P(A)	P	A	P
I. Oglesby, Seaside (D. Pacheco)	P	P	P	P	P	P	P	P	P	P
A. Chavez, Soledad (A. Velazquez)	P	P	P	P	P	P	P	P	P	A

Ex Officio Members:	OCT 20	DEC 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	JUL 21	AUG 21
M. Twomey, AMBAG (H. Adamson, B. Patel , S. Vienna)	P(A)	P(A)	P(A)	P(A)	P	P	P	P	P	P(A)
T. Gubbins, Caltrans, Dist. 5 (S. Eades, O. Monroy Ochoa , J. Olejnik, K. McClendon)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	E	P(A)
R. Stedman, Monterey Bay Air Resources District (A. Romero, D. Frisbey, A. Clymo)	P	A	A	P	P	A	P	A	E	P
B. Sabo, Monterey Regional Airport District	P	P	P	P	P	P	P	P	E	P
C. Sedoryk, Monterey-Salinas Transit (L. Rheinheimer, M. Overmeyer)	P	P	P	P	P	P	P(A)	P(A)	E	P(A)
Aurelio Gonzalez-Gomez, Watsonville	A	A	A	A	A	A	A	A	E	A
E. Ochoa, CSUMB (A. Lewis, L. Samuels)	A	A	P(A)	A	P(A)	P(A)	A	A	E	A

P = present; P(A) = alternate present; E = excused absence; A = unnoticed absence

TAMC STAFF	OCT 21	DEC 21	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	JUL 21	AUG 21
D. Bilsle, Transportation Engineer					P	P	P	P	E	E
T. Burke-Vasquez, GO831 Coordinator	P	P	P	P	P	P	P	P	E	P
D. Delfino, Finance Officer/Analyst	P	P	P	P	P	P	P	P	E	E
R. Goel, Dir. Finance & Administration	P	P	P	P	P	P	P	P	P	P
A. Green, Principal Trans. Planner	P	P	P	P	P	P	P	P	E	P
D. Hale, Executive Director	P	P	P	P	P	P	P	P	P	P
K. Hansen, Legal Counsel	P	P	P	P	P	P	P	P	P	P
A. Hernandez, Transportation Planner										P
M. Jacobsen, Associate Trans. Planner	P	P	P	P	P	P	P	P	E	P
M. Montiel, Administrative Assistant	P	P	P	P	P	P	P	P	E	P
T. Muck, Deputy Executive Director	P	P	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board/ Senior Administrative Assistant	P	P	P	P	P	P	P	P	E	P
L. Terry, Accountant Assistant	P	P	P	P	P	E	P	P	E	P
C. Watson, Principal Trans. Planner	P	P	P	P	P	P	P	P	E	P
L. Williamson, Senior Trans. Engineer	P	P	P	P	P	P	P	P	E	P
T. Wright, Community Outreach	P	P	P	P	P	P	P	P	E	P
M. Zeller, Principal Trans. Planner	P	P	P	P	P	P	P	P	E	P

OTHERS PRESENT

Paul Schlesinger
Gus Khouri

Alcalde & Fay
Khouri Consulting

1. CALL TO ORDER

Chair Smith called the meeting to order at 9:00 a.m. Elouise Rodriguez, Clerk of the Board, called the roll and confirmed a quorum was established. Board Member Kimbley Craig led the pledge of allegiance.

2. PUBLIC COMMENTS

None this month.

3. CONSENT AGENDA**M/S/C**

Kerr/Lopez/unanimous

The Board approved the consent agenda as follows:

Item 3.4.2 was pulled for comment by Deputy Executive Director Muck.

ADMINISTRATION and BUDGET

- 3.1.1** Approved minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of June 23, 2021. and Special Meeting of July 28,2021.
- 3.1.2** Approved minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County and Special Meeting of July 28,2021.
- 3.1.3** Accepted the list of checks written for June and July 2021 and credit card statement for the month of May and June 2021.
- 3.1.4** Received a list of contracts awarded under \$50,000.
- 3.1.5** Received report on conferences or trainings attended by agency staff.
- 3.1.6** Received the 2020/21 workforce data analysis for the Voluntary Equal Employment Opportunity Plan.
- 3.1.7** Approved closure of Transportation Agency for Monterey County offices on December 28, 29 and 30, 2021.
- 3.1.8** Adopted Memorandum of Understanding (MOU) with the Central Coast Coalition for federal legislative assistance and Authorized the Executive Director to make administrative changes to the MOU if such changes do not increase the Agency's net cost, subject to approval by Agency counsel.
- 3.1.9** Adopted a Racial Equity Program for the Transportation Agency.

BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES

3.2.1 Regarding Transportation Development Act Allocation:

1. Approved Monterey-Salinas Transit's application for State Transportation Development Act funds; and
2. Adopted Resolution 2021-10 allocating a total of \$22,334,739 in Transportation Development Act funds to Monterey-Salinas Transit, composed of \$18,341,184 in Local Transportation Funds and \$3,992,555 in State Transit Assistance funds for Fiscal Year 2021-22.

PLANNING

3.3.1 No items this month.

PROJECT DELIVERY and PROGRAMMING

3.4.1 Authorized the Executive Director to enter into a Funding Agreement with the County of Monterey, subject to Agency Counsel approval, for an amount not to exceed \$500,000 to fund the Preliminary Engineering (including Environmental and Preliminary Design / Engineering) phase of the Blackie Road Extension project.

3.4.2 Regarding CSUMB Safe Routes to School Contract:

1. Authorized Executive Director to execute a sole source contract with California State University Monterey Bay for work on Safe Routes to School projects, programming and events through their Sustainable City Year program;
2. Approved the use of funds from the Agency's approved budget for this contract in an amount not-to exceed \$390,000 over five (5) years; and
3. Authorized the Executive Director to make administrative changes to the contract if such changes do not increase the Agency's net cost, subject to approval by Agency counsel.

Deputy Executive Director Muck noted that the CSUMB Safe Routes to School contract had minor changes from what is published in the agenda and Agency Counsel Hansen has reviewed all changes.

3.4.3 Authorized the Executive Director to enter into a Cooperative Agreement with Caltrans to allow the expenditure of \$312,000 of federal DEMO funds to complete the right-of-way process for the State Route 156 / Castroville Boulevard Interchange project, subject to Agency Counsel approval.

RAIL PROGRAM

3.5.1 Adopted the final Monterey Bay Area Rail Network Integration Study.

REGIONAL DEVELOPMENT IMPACT FEE

3.6.1 Approved the 2021 Strategic Expenditure Plan Update for the Regional Development Impact Fee program.

COMMITTEE MINUTES AND CORRESPONDENCE

- 3.7.1** Accepted draft minutes from Transportation Agency committees:
- Executive Committee - draft minutes of August 4, 2021
 - Rail Policy Committee - draft minutes of August 2, 2021
 - Bicycle and Pedestrian Facilities Advisory Committee - draft minutes of August 4, 2021
 - Technical Advisory Committee - draft minutes of August 5, 2021
 - Excellent Transportation Oversight Committee – No meeting this month.
- 3.7.2** Received Transportation Agency for Monterey County correspondence for August 2021.
-

4. EMPLOYEE OF THE QUARTER

The Board Presented Transportation Agency Employee of the Quarter to Lynn Terry.

Lynn Terry, Accounting Assistant, has been selected by her colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for April 1 – June 30, 2021. Agency employees recognized Lynn for always being willing to help and being very flexible in the hours/days she works, her professionalism, diligence, and hard work, most notably for going into the office before we were vaccinated, as needed to keep payroll/ accounts payables and accounting related files up to date.

5. STATE LEGISLATIVE UPDATE

M/S/C Alejo/LeBarre/unanimous

The Board received an update on state legislative activities and adopted positions on proposed legislation.

Gus Khouri, Khouri Consulting, presented updates on the state legislative activities and reviewed recommended positions on proposed legislation. He reported that the legislature will conclude regular session on September 10. He noted the budget bills authorizing revenue for transportation infrastructure and funding to augment the Active Transportation Program (ATP), Transit and Intercity Rail Capital Program (TIRCP), and State and Local Climate Adaption would not be available unless additional legislation is enacted by October 10 related to the remaining \$4.2 billion Proposition 1A appropriation for high-speed rail. He noted that on June 11, Governor Newsom extended the Brown Act rules for meetings through September 30, noting that the biggest focus right now is the recall.

6. FEDERAL LEGISLATIVE UPDATE**M/S/C** Adams/Kerr/unanimous

The Board received an update on federal legislative activities and endorsed the California coalition letter to the federal delegation.

Paul Schlesinger, Alcalde & Fay, reported that the Senate infrastructure bill eliminated earmarks that had been in the House transportation authorization bill, which included \$2 million for the US 101 South of Salinas project. The next step is reconciliation between the Senate and the House versions of the bill. Board member Adams asked what is at risk. Mr. Schlesinger noted that the funding for the US 101 project is in serious jeopardy.

7. REGIONAL TELEWORK SURVEY RESULTS

The Board received presentation on the 2021 Regional Telework Survey results.

Tracy Burke-Vasquez, GO 831 Coordinator, reported that the Transportation Agency for Monterey County's Go 831 program staff worked with Santa Cruz and San Benito Counties, the City of Santa Cruz, and Monterey Bay Economic Partnership to develop and administer a regional telework survey. The survey was distributed to employers at management level in the Tri-County region in April 2021. She noted that the results of the 2021 Regional Telework Survey were presented to the TAMC Board of Directors. 220 employers from the private and public sector responded, with the results revealing an overwhelming support for teleworking.

Key findings of the survey are:

- 76% of employers have adopted a telework policy.
- 81% of employers plan to continue to support teleworking while 17% are undecided.
- Almost half of respondents (42%) prefer that employees telework no more than 3 days per week.
- The top issues that employers and employees faced while teleworking are technical issues, video conference fatigue and inadequate access to Wi-Fi/broadband.
- The top benefits that employers and employees experience by teleworking are saving money by not driving as much, saving time by not traveling to in-person meetings and having more time with family/loved ones at home.
- Most employers manage teleworking employees by online meeting or phone calls (33%); or email activity (27%).
- More than half of employers (52%) reimburse employees for telework equipment, technology, or other expenses.
- 64% of respondents answered that use of office resources (water, waste, energy, etc.) has declined due to an increase in teleworking.

Ms. Burke noted that the survey results will be used to create a telework toolkit, including resources, templates and tips tailored to the needs identified in the survey. The toolkit will be accessible online and shared across the partners' networks and communication channels.

8. **REPORTS FROM TRANSPORTATION PROVIDERS**

Caltrans, District 5 – Scott Eades, Deputy Transportation of Planning, announced that the Interregional Transportation Strategic Plan (ITSP) is available for public comment through September 10, 2021. The ITSP provides direction to programs, districts, and partner agencies on the policies and strategies that should be considered when assessing the interregional transportation system and identifying improvements. The ITSP also provides policy direction for the development of the Interregional Transportation Improvement Program (ITIP).

The Caltrans Division of Transportation Planning - Office of Multi-Modal System Planning welcomes your comments on improving interregional travel across California. Please send your comments to itsp@dot.ca.gov

[2021 DRAFT Interregional Transportation Strategic Plan, August 2021 \(PDF\)](#)

Monterey Regional Airport District – Bill Sabo, District Board Member, reported as part of the GO831 Program, use the Monterey Airport to reduce trips to San Francisco and San Jose which reduces emissions. He noted that the Airport was very successful during the Pebble Beach Concours d'Elegance. Mr. Sabo reported that flights are performing at a steady level with over 84% of passengers coming from the Salinas Valley. The TSP pre-check-in is a very successful operation. He noted that the Airport safety project is moving forward. In conclusion, Mr. Sabo noted that the new flights will only continue if passengers “Fly Monterey”.

Monterey Salinas Transit District – Michelle Overmeyer, Director of Planning, announced that MST is hosting a Ribbon Cutting for the King City Maintenance Yard on October 11, 2021. She reported that MST will discontinuing Sunday free rides and the trolley service on Labor Day.

Monterey Bay Air Resources District – Richard Steadman reported that the Rebate Incentive Program Rebates and incentives are based on where you live, the type of vehicle purchased or leased and household income. Some rebates and incentive programs are provided at point of purchase of the vehicle and others are provided after the vehicle is purchased. He also noted that low-income buyers' incentives double these rebates include hybrid vehicle purchases.

Board member Alejo noted that most of the charging stations are in North and South Salinas areas and asked that more charging stations be installed in the East Side of town. Mr. Steadman concurred with Boardmember Alejo and noted that there is funding available for disadvantaged low-income areas.

9. **REPORTS ON MEETINGS ATTENDED BY BOARD MEMBERS AT AGENCY EXPENSE**

None this month.

10. EXECUTIVE DIRECTOR'S REPORT

Executive Director Hale announced the Central Coast Charging Network Plan was awarded a Caltrans Grant for electric vehicle charging. Ms. Hale thanked the Board for adopting their support for the TAMC Racial Equity Plan, noting she is proud of our Agency for taking a leadership role. Ms. Hale announced that Board Member Poduri was invited to the Complete Streets Champions Institute with Smart Growth America. Mr. Poduri noted that he hopes to learn more about complete streets. Ms. Hale expressed her thanks to the team taking the lead on the Fort Ord Regional Trail and Greenway (FORTAG) project. She thanked Board Member Kerr and Agency staff for going above and beyond at a recent Del Rey Oaks meeting on the project. Ms. Hale noted that she is stepping back as she will be retiring. Mayor Kerr expressed her gratitude, noting she concurred with Director Hale that the team went above and beyond at the meeting.

11. ANNOUNCEMENTS AND/OR COMMENTS

None this month.

12. CLOSED SESSION

Pursuant to Government Code section §54957, the Board of Directors conferred concerning public employment appointment.

Reconvened in open session:

Agency Counsel Hansen reported the Board met in closed session and voted 13-0 to approve the employment agreement for the executive director candidate; this matter shall now go to the following meeting for adoption.

13. ADJOURNMENT

Chair Smith adjourned the meeting at 11:22 a.m.



Memorandum

To: Board of Directors
From: Dave Delfino, Finance Officer / Analyst
Meeting Date: September 22, 2021
Subject: TAMC payments for the month of August 2021

RECOMMENDED ACTION:

ACCEPT the list of checks written for the month of August 2021 and credit card statements for the month of July 2021.

SUMMARY:

The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public Accountant to keep the Board informed about the Transportation Agency's financial transactions.

FINANCIAL IMPACT:

The checks processed this period total \$288,275.46 which, included checks written for August 2021 and payments of the July 2021 Platinum Plus Credit Card statements.

DISCUSSION:

During the month of August 2021 normal operating checks were written, as well as two checks totaling \$59,815.27 to the Monterey County Health Department for services for the Salinas Safe Routes to School and ATP Every Child projects, a check for \$3,684.00 to the City of Salinas for services for the Salinas Safe Routes to School project, a check for \$1,597.50 to DKS Associates Inc. for creation and implementation of an electronic file management system, a check for \$5,002.50 to Whitson Engineers for services for the Wayfinding project, a check for \$558.00 to Boots Road Group LLC for design services for the RTP report and Safe Routes to School projects, a check for \$1,500.00 to James Edward Weller for right of way services for the Salinas Rail Extension Kick-Start project, a check for \$4,860.00 to Alvarez Technology Group Inc. for creation of a laptop network and a check for \$3,000.00 to Action Council of Monterey County Inc. for sponsorship for the City of Soledad Ciclovía event.

ATTACHMENTS:

- ▣ Checks August 2021
- ▣ Credit Cards July 2021

Transportation Agency for Monterey County (TAMC)
Union Bank Operating Account
August 2021

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
08/02/2021	ACH CalPers Health Benefits	12,320.67		Employee Benefit
08/05/2021	20086 Alvarez Technology Group, Inc. (CA)	2,460.30		Computer Support
08/05/2021	20087 AT & T (Carol Stream, Il.)	427.38		Telecommunications, Call Box and Rideshare - Phone Service
08/05/2021	20088 Calcog	3,399.00		Membership Dues
08/05/2021	20089 CAPIO	275.00		Membership Dues
08/05/2021	20090 City of Salinas	3,684.00		Services for Salinas SRTS
08/05/2021	20091 Clinica de Salud del Valle de Salinas	307.20		Electricity of EV Charging Stations
08/05/2021	20092 County of Monterey Environmental Health	975.00		Permit for Soil Boring for Salinas Rail Extension Kick-Start Project
08/05/2021	20093 DKS Associates Inc.	1,597.50		Creation & Implementation of an Electronic File Management System
08/05/2021	20094 Monterey County Health Dept.	48,820.57		Services for Salinas SRTS & ATP Every Child
08/05/2021	20095 The Maynard Group	357.61		Telecommunication Equipment
08/05/2021	20096 VSP	198.66		Employee Benefits
08/05/2021	20097 Whitson Engineers	5,002.50		Services for Wayfinding Project
08/05/2021	20098 Monterey County Health Dept.	10,994.70		Services for Salinas SRTS & ATP Every Child
08/06/2021	EFT Payroll	48,721.29		Payroll
08/06/2021	EFT United States Treasury	11,682.12		Payroll Taxes & Withholding
08/06/2021	EFT EDD	4,797.21		Payroll Taxes & Withholding
08/06/2021	EFT EDD	33.46		Payroll Taxes & Withholding
08/06/2021	EFT Pers Retirement	9,751.39		Employee Benefits
08/06/2021	EFT Pers Retirement PEPR	1,659.71		Employee Benefits
08/06/2021	EFT CalPERS	6,572.28		Employee Benefits
08/06/2021	DEP County of Monterey		24,000.00	Reimbursement for VMTT Study
08/06/2021	DEP State of California		35,951.52	SAFE - Revenue June 2021
08/06/2021	DEP Monterey Motors, Lithia, Hyland, Cardinale and Marina Concrete		70,838.35	Railroad Right of Way Rent
08/09/2021	20099 Delta Dental	1,010.22		Employee Benefits
08/09/2021	20100 ESRI Inc.	1,400.00		Licenses for GIS Software
08/09/2021	20101 James Edward Weller	1,500.00		Right of Way Services for Salinas Rail Extension Kick-Start Project
08/09/2021	20102 Khouri Consulting LLC	4,000.00		Legislative Consultant
08/09/2021	DEP City of Pacific Grove		5,153.00	Local Agency Contribution 21/22
08/09/2021	DEP State of California		1,283,212.03	Traffic Congestion Relief Funds for Salinas Rail
08/09/2021	DEP State of California		98,405.79	Access Funds for TAMC to Administer
08/09/2021	DEP Lexus		2,490.62	Railroad Right of Way Rent
08/16/2021	EFT Aaron Hernandez	500.00		Equipment Stipend
08/16/2021	EFT Madilyn Jacobsen	377.00		125 Plan Reimbursement
08/16/2021	EFT Laurie Williamson	95.00		Reimbursed Office Supplies
08/17/2021	20103 -11 Void	0.00		Void
08/17/2021	20112 Alvarez Technology Group (TX)	680.09		Computer Leases
08/17/2021	20113 Alvarez Technology Group, Inc. (CA)	4,860.00		Downpayment for Laptop Network
08/17/2021	20114 Boots Road Group LLC	558.00		Design Services for RTP Report and SRTS
08/17/2021	20115 Business Card	307.99		Office Supplies, Monthly Software Subscriptions and Micellaneous Expenses
08/17/2021	20116 California Highway Patrol	385.14		CHP Expenses for the Freeway Service SAFE Call Box Program

Transportation Agency for Monterey County (TAMC)
Union Bank Operating Account
August 2021

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
08/17/2021 20117	Clinica de Salud del Valle de Salinas	8,393.07		Rent
08/17/2021 20118	Comcast	145.06		Telecommunications
08/17/2021 20119	Lincoln National Life Insurance Co.	804.59		Employee Benefits
08/17/2021 20120	Oppidea, LLC	2,335.00		Accounting Services
08/17/2021 20121	Action Council of Mo. Co. Inc.	3,000.00		Sponsorship for Soledad Ciclovía
08/20/2021 EFT	Payroll	48,782.25		Payroll
08/20/2021 EFT	United States Treasury	11,586.92		Payroll Taxes & Withholding
08/20/2021 EFT	EDD	4,703.10		Payroll Taxes & Withholding
08/20/2021 EFT	EDD	36.23		Payroll Taxes & Withholding
08/20/2021 EFT	Pers Retirement	9,769.54		Employee Benefits
08/20/2021 EFT	Pers Retirement PEPRA	1,673.60		Employee Benefits
08/20/2021 EFT	CalPERS	6,590.23		Employee Benefits
08/23/2021 EFT	CALPERS Financial & Acct Services	700.00		GASB 68 Reporting Services Fee
08/25/2021 EFT	Union Bank	44.88		Bank Service Charges
08/26/2021 EFT	Graniterock		8,279.65	Railroad Right of Way Rent
8/31/2021 DEP	Newton Bros. and Lithia		3,257.45	Railroad Right of Way Rent
8/31/2021 DEP	State of California		126.81	Interest from Condemnation Account
8/31/2021 DEP	SDRMA		2,170.33	Refund from 20/21 Workers Compensation Audit
TOTAL		288,275.46	1,533,885.55	

ELOUISE RODRIGUEZ

Platinum Plus® for Business

July 05, 2021 - August 04, 2021

Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 660441
DALLAS, TX 75266-0441

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total \$245.00
Minimum Payment Due **\$25.00**
Payment Due Date **08/31/21**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
\$19.00 for balance less than \$100.01
\$29.00 for balance less than \$1,000.01
\$39.00 for balance less than \$5,000.01
\$49.00 for balance equal to or greater than \$5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance \$404.88
Payments and Other Credits -\$404.88
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$245.00
Fees Charged **\$0.00**
Finance Charge **\$0.00**
New Balance Total \$245.00

Credit Limit \$7,600
Credit Available \$7,355.00
Statement Closing Date 08/04/21
Days in Billing Cycle 31

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
07/19	07/17	Payments and Other Credits PAYMENT - THANK YOU		
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		- 404.88
		Purchases and Other Charges		-\$404.88
07/07	07/06	DEVICE MAGIC INC RALEIGH NC	----	
07/09	07/08	QUICKBOOKSTIME 8888362720 ID		150.00
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		95.00
				\$245.00

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

ELOUISE RODRIGUEZ
TAMC
ATTN DAVE DELFINO
55 PLAZA CIR STE B
SALINAS, CA 93901-2952

Account Number:
July 05, 2021 - August 04, 2021

New Balance Total \$245.00
Minimum Payment Due **\$25.00**
Payment Due Date **08/31/21**

Enter payment amount

\$

For change of address/phone number, see reverse side.

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

PAID BY DEBRA L HALE

Platinum Plus® for Business

July 05, 2021 - August 04, 2021

Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 660441
DALLAS, TX 75266-0441

Mail Payments to:
BUSINESS CARD
PO BOX 15796
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Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment to Account:

New Balance Total \$62.99
Minimum Payment Due **\$25.00**
Payment Due Date **08/31/21**
Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
 \$19.00 for balance less than \$100.01
 \$29.00 for balance less than \$1,000.01
 \$39.00 for balance less than \$5,000.01
 \$49.00 for balance equal to or greater than \$5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance \$1,611.50
 Payments and Other Credits -\$1,611.50
 Balance Transfer Activity \$0.00
 Cash Advance Activity \$0.00
 Purchases and Other Charges \$62.99
Fees Charged **\$0.00**
Finance Charge **\$0.00**
 New Balance Total \$62.99
 Credit Limit \$5,000
 Credit Available \$4,937.01
 Statement Closing Date 08/04/21
 Days in Billing Cycle 31

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
07/26	07/24	Payments and Other Credits PAYMENT - THANK YOU		-1,611.50
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		-1,611.50
07/28	07/27	Purchases and Other Charges MAILCHIMP *MONTHLY MAILCHIMP.COMGA		62.99
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		\$62.99



Memorandum

To: Board of Directors
From: Rita Goel, Director of Finance & Administration
Meeting Date: September 22, 2021
Subject: Executive Director Employment Agreement

RECOMMENDED ACTION:

Executive Director Employment Agreement

1. **APPROVE** agreement with Todd A. Muck to perform services of TAMC Executive Director, beginning on September 25, 2021; and
2. **AUTHORIZE** TAMC Chair to sign Agreement.

SUMMARY:

Executive Director Debra L. Hale is retiring effective October 8, 2021. On July 28, 2021, the TAMC Board directed the Chair, 1st Vice Chair, Counsel and Director of Finance & Administration to negotiate an Agreement with Todd A. Muck to perform services of TAMC Executive Director. On August 25, 2021, the Board approved the employment agreement with Todd A. Muck in Closed Session. The proposed contract will be in effect from September 25, 2021 through September 24, 2024.

FINANCIAL IMPACT:

The compensation for the performance of Executive Director services is \$202,092 a year. This amount is included in the fiscal year 2021/22 adopted budget.

ATTACHMENTS:

- ▢ Executive Director Employment Agreement-Todd A.Muck

**EMPLOYMENT AGREEMENT
BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND TODD A. MUCK**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into in the State of California by and between the TRANSPORTATION AGENCY FOR MONTEREY COUNTY ("TAMC") and TODD A. MUCK ("Todd").

RECITALS

- A. TAMC has a need for an Executive Director.
- B. Todd is duly qualified and experienced, and is ready, able, and willing to perform the services of TAMC Executive Director.
- C. TAMC and Todd desire that the latter fill the position of Executive Director as described in **Exhibit "A,"** in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

1. CONTRACTUAL SERVICES.

1.1 Scope of Services. Todd agrees to serve as Executive Director as provided in "**Exhibit A,**" which is attached hereto and incorporated herein by reference as though set forth in full and by such reference made a part of this Agreement. Todd agrees to perform such services in conformity with the terms of this Agreement and to expend his best professional efforts in performance of his obligations under this Agreement. Todd shall at all times act in good faith to ensure TAMC will provide a high quality of work. Todd agrees to work constructively with the TAMC Board of Directors ("Board") in carrying out his duties, responsibilities, and obligations under this Agreement.

1.2 Non-Interference with Administrative Service. The TAMC Board and its members shall deal with administrative services solely through the Executive Director, and neither the TAMC Board nor any member thereof shall give orders to any subordinate of the Executive Director, either publicly or privately. The TAMC Board agrees none of its members will publicly censure or criticize TAMC staff and will instead relay any criticism of a TAMC staff member privately through the Executive Director. The TAMC Board will not interfere in any way in the Executive Director's authority over employees and how the organization does its work.

1.3 Hours of Work. Todd shall perform work during those hours and days which are necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. Todd shall diligently attend to the business of TAMC, including attendance at meetings and proper supervision of those individuals who report directly to Todd. Todd shall also attend periodic meetings of TAMC and other agencies or groups, as announced and/or necessary for the proper rendition of services.

1.4 TAMC Bylaws, Rules and Regulations. Todd shall provide the services in strict accordance with all applicable laws, ordinances, and TAMC rules and regulations.

1.5 Reports. Todd shall be responsible for making all requested or necessary reports, either by himself or by staff designated by Todd, to the TAMC Board, and/or to other groups and/or agencies, as is customary and proper, or as may be designated from time to time by the TAMC Board.

2. AT-WILL STATUS.

Todd shall be employed as an at-will employee. As Executive Director, Todd is the top managerial employee of TAMC and occupies a sensitive managerial and confidential position. TAMC may have the need to terminate Todd's employment at any time in the exercise of its powers and duties under California law or for other reasons in the best interest of TAMC.

3. EXCLUSIVE SERVICES.

3.1 Exclusivity. The professional services provided by Todd hereunder are intended to be exclusive in nature.

3.2 Conflict of Interest. Todd affirms that he presently has no interest and shall not acquire any interest which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Todd further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Commission or any other applicable federal, state or TAMC provision of law or regulation.

4. COMPENSATION.

4.1 Compensation. As full and total compensation for the performance of those Services set forth herein, including those in "**Exhibit A**," effective September 25, 2021, TAMC shall pay Todd a base salary of \$ 202,092 per year, in equal bi-weekly installments through the regular TAMC payroll procedure, subject to the terms listed below in Section 4.3 and Section 6.2.

4.2 Business Expenses. Todd's reasonable business expenses, when incurred within the course and scope of the professional services rendered pursuant to this Agreement, shall be reimbursed in accordance with current applicable TAMC policies.

4.3 Benefits. Todd shall receive benefits normally provided to TAMC management staff, including adjustments to salary based on acceptable performance, Cost of Living Allowances (COLAs), PERS contributions, holidays, professional leave, health allowance, miscellaneous annual stipends, tuition reimbursement, vision/dental benefits, Section 125 plan, deferred compensation and PERS retirement.

Except as required by law, all benefits provided pursuant to this Agreement shall cease upon the expiration date of this Agreement or upon termination of Todd, whichever occurs first.

4.4 Vehicle Allowance. Todd shall receive \$395/month as a vehicle allowance. Todd is expected to use his personal vehicle for TAMC business according to adopted TAMC policies, except that he may utilize a TAMC vehicle for out-of county travel and on the days that he uses a vanpool or carpool to travel to and from work.

4.5 Cell Phone Allowance. Todd shall receive \$120/month as a cell phone/remote data allowance. In exchange, Todd is expected to use his personal cell/data phone, purchased at his expense, for TAMC business, rather than a separate cell/data phone provided by TAMC.

4.6 Annual Leave. Todd shall receive 35 days annual leave. All rules and regulations regarding leave wages applicable to TAMC employees shall be applicable to Todd. Annual leave may accrue up to the limit set for management employees in the TAMC Human Resources Rules and Regulations.

5. PROFESSIONAL MEMBERSHIPS, MEETINGS, SEMINARS.

It is understood and agreed that TAMC and Todd mutually benefit from Todd's participation in certain professional activities relating to transportation planning and engineering. Therefore, Todd may maintain his active participation in the American Public Works Association, , American Planning Association, Transportation Research Board, and such other professional organizations as may be properly budgeted by TAMC. As may be approved by the TAMC Board in the budget, Todd may enroll, attend, and participate in conferences, courses, and seminars that benefit TAMC or contribute to the professional development of Todd. Upon such authorization, Todd may incur reasonable costs and expenses in connection with the particular event or activity so authorized, which shall be advanced or reimbursed by TAMC. Todd shall inform the TAMC chairperson or Executive Committee at least 7 days in advance of attendance of any multi-day out-of-town conference, course, seminar or similar activity so that such absence can be anticipated.

6. TERM, EVALUATION AND TERMINATION.

6.1 Term. Subject to the provisions contained in Paragraph 2 and other provisions of this Paragraph 6, the term of employment of Todd shall commence on September 25, 2021 and remain in full force and effect for three years, until September 24, 2024. During said period, Todd is to remain in paid status except as provided in Paragraphs 2 and 6.3. If TAMC terminates the employment of Todd under Paragraph 2 of this Agreement, Todd is entitled to severance benefits equal to six months of salary. If this Agreement is terminated as a matter of law by the death of Todd, the heirs of Todd are not entitled to any future compensation or benefits that Todd may have earned had the Agreement not terminated by his death.

6.1.1 Government Code Section 53260. It is understood and agreed that Todd's employment with TAMC is governed by California Government Code Section 53260 which states in part: "All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exceptions: (1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18."

6.2 Evaluation. The TAMC Board shall evaluate Todd by the December TAMC Board Meeting of each year. As part of the annual evaluation process, Todd shall prepare goals and accomplishments for review by the TAMC Board. At the end of the three-year term, this contract may be extended by mutual agreement for subsequent three-year terms. The TAMC Board reserves the right to conduct additional evaluations.

6.3 Termination With Cause. TAMC may terminate Todd for cause. For purposes of this paragraph, cause includes, but is not limited to, the following:

- a) Immoral or unprofessional conduct;
- b) Dishonesty;
- c) Unsatisfactory performance;
- d) Persistent violation of or refusal to obey federal or the laws of the State of California or the directions of the TAMC Board of Directors;
- e) Conviction of a felony or of any crime involving moral turpitude;
- f) Alcoholism or other drug abuse which makes Todd unfit to perform the duties of his position;
- g) Conviction of any offense involving a violation of his official duties;
- h) Continued incapacity to perform duties in the course of his employment under this Agreement.

TAMC shall give sixty (60) days written notice of the specific complaints or charges to Todd as provided in Government Code section 54957 of his right to have the complaints or charges heard in an open session rather than a closed session of a meeting of the Board. After written notice to Todd, if he does not request to have the complaints or charges heard in open session, he shall be provided the opportunity to meet with the Board in closed session regarding the specific complaints or charges stated in writing. If after a hearing as provided above, the Board decides to terminate Todd, this contract shall be terminated immediately without rights to any appeal, severance pay, or benefits.

6.4 Resignation. Todd is to provide 30 written days' notice of resignation from TAMC. Resignation shall result in Todd's forfeit of any severance pay or benefits except as provided by COBRA and PERS.

7. RIGHTS OF TAMC UPON TERMINATION.

Upon the expiration or termination of the Agreement for any reason, Todd shall immediately vacate and surrender to TAMC all materials located upon such premises belonging to TAMC or all materials belonging to TAMC that are offsite on the effective date of termination.

8. ILLEGALITY.

Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should be deemed illegal, or if for any other reason said performance should be in violation of any statute or ordinance, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, TAMC may, at

its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

9. NOTICES.

Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the following addresses:

TAMC
55 B Plaza Circle
Salinas, CA 93901

TODD A. MUCK
P.O. Box 151
Carmel, CA 93921

Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. Either party hereto may change its respective address by written notice in accordance with this Agreement. Todd shall give prompt notice of any change of address.

10. WAIVER.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to this Agreement, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; the parties further agree that the provisions of this section may not be waived except as herein set forth.

11. AMENDMENT.

This Agreement may be amended or modified only by an instrument in writing, signed by the parties to this Agreement.

12. ASSIGNMENT.

Todd shall have neither the right nor the power to assign this Agreement nor to delegate any of the rights or obligations inuring to or imposed upon his herein except as otherwise provided herein above or unless expressly consented to in advance in writing by TAMC; and any attempted or purported assignment or delegation other than in accordance with this Section shall be null and void and of no effect.

13. MATERIALS AND INVENTIONS.

Royalties and Inventions. TAMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Todd shall not publish any such material without the prior written approval of TAMC.

14. GENERAL PROVISIONS.

14.1 Governing Law. This Agreement shall be construed and enforced, in all respects, according to the laws of the State of California applicable to agreements made and to be performed wholly within this State, and the parties hereby agree that the courts within the County of Monterey shall be the proper venue for any dispute arising under this Agreement.

14.2 Partial Invalidity. Except as otherwise provided herein, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

14.3 Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law and/or regulation, and shall be construed as cumulative; and no one of them is exclusive of any of the others, or of any right or priority allowed by law or regulation.

14.4 Counterparts. This Agreement, and any modification thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14.5 Integration. The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals and exhibits hereto, embodies the entire understanding between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof.

14.6 Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

14.7 Time of Essence. The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts and shall not create a precedent for future such extension thereof.

14.8 Construction of Agreement. The parties agree that each party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein. To that end, it is understood and agreed by the parties hereto that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

14.9 Authority. Any individual executing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity.

14.10 Further Assurances. Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

14.11 No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto.

14.12 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

14.13 Incorporation of Exhibits and Recitals. All exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

DATED: _____

TODD A. MUCK

DATED: _____

TAMC

By _____
EDWIN D. SMITH
TAMC Chair

Approved as to form:

DATED: _____

TAMC Counsel

ATTACHMENT: "Exhibit A"

EXHIBIT "A"

Job Description for TAMC Executive Director

The Executive Director has primary responsibility for advising TAMC Board on transportation policies, strategies, and programs; implementing and administering Board policy, mission, and goals; overseeing transportation planning and programs, policy analysis, and fiscal management in support of TAMC's strategies and programs; coordinating with Caltrans on appropriate transportation projects; creating and maintaining partnerships for achieving Board transportation and air quality goals; preparing a variety of narrative and statistical reports for distribution to the Board, member agencies, and the funding agencies; administering trust fund activities including preparing short and long term revenue forecasts, preparing budgets, developing and administering systems for fiscal control, authorizing payments, and assisting in fund audits. In addition, he/she represents TAMC at the federal, state, regional and local levels on issues pertaining to transportation programming and planning; oversees, reviews, and makes recommendations on funding applications for various programs; ensures compliance with appropriate laws, rules, and regulations; reviews TAMC performance; hires, trains, directs, dismisses, and evaluates subordinate staff; retains and oversees the work of outside consultants; and maintains and updates long-range staffing plans, resource needs, and contingencies to support TAMC projects.



Memorandum

To: Board of Directors
From: Madilyn Jacobsen, Transportation Planner
Meeting Date: September 22, 2021
Subject: **Monterey-Salinas Transit State of Good Repair Funds**

RECOMMENDED ACTION:

ADOPT Resolution 2021-11 allocating \$853,438 of Fiscal Year 2021-22 SB 1 State of Good Repair funds to Monterey-Salinas Transit to help fund future bus procurement and install a back-up generator at the administrative office.

SUMMARY:

Senate Bill 1 (SB 1) established the State of Good Repair program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system.

FINANCIAL IMPACT:

This action will allow Monterey-Salinas Transit to secure \$853,438 in State of Good Repair funds available for Monterey County for Fiscal Year 2021-22.

DISCUSSION:

Senate Bill 1 is a landmark transportation bill adopted in 2017 that will provide over \$50 billion in new transportation funding over the next decade to repair highways, bridges and local roads, to make strategic investments in congested commute and freight corridors, and to improve transit service. The State of Good Repair Program provides approximately \$105 million annually to transit operators in California for capital projects. The Program is funded under a portion of the new Transportation Improvement fee on vehicle registrations due on or after January 1, 2018. The Program investments will benefit the public by providing transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair and improvement of transit infrastructure, and in turn improvement of transit service.

As a transportation planning agency, the Transportation Agency is an eligible recipient of Program funds for Monterey County, and can act as a lead agency on eligible projects or as a "contributing agency" that can pass funds to MST to support an eligible project. Program funds are allocated to regional transportation planning agencies and to transit operators using the State Transit Assistance distribution formula, which allocates funding to transportation planning agencies based on population (PUC 99313) and to transit operators based on transit operator revenues (PUC 99314). The Transportation Agency's allocation of Program funds is \$650,927 and MST's allocation is \$202,511 for a Monterey County total of \$853,438.

Staff recommends that the Transportation Agency act as a "contributing sponsor" and release its FY 2021-22 State of Good Repair allocation to MST to support future bus procurement and purchase and install a back-up generator at MST's administrative office (**attachment**).

ATTACHMENTS:

- ▣ Resolution 2021-11 Approving State of Good Repair Allocation
- ▣ MST Project List - FY 2021-22



**RESOLUTION NO. 2021-11
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

**AUTHORIZATION FOR THE EXECUTION OF THE
REGIONAL ENTITIES APPROVING PROJECT LIST
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM AND PROGRAMMING
FY 2021/2022 STATE OF GOOD REPAIR FUNDS TO
MONTEREY-SALINAS TRANSIT**

WHEREAS, Senate Bill (SB 1), the Road Repair and Accountability Act of 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) is an eligible recipient and may receive State Transit Assistance funding from the State of Good Repair Program (SGR) now or sometime in the future for transit capital projects; and

WHEREAS, the statutes related to the state-funded transit capital projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Caltrans) as the administrative agency for the SGR; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing SGR funds to eligible recipients (local agencies such Monterey-Salinas Transit); and

WHEREAS, the Transportation Agency for Monterey County wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director; and

WHEREAS, the Transportation Agency's allocation of Fiscal Year 2021-22 State of Good Repair Program funds is \$650,927 (PUC 99313) and MST's allocation is \$202,511 (PUC 99314) for a Monterey County total of \$853,438; and

WHEREAS, the Transportation Agency approves the project list and allocation for the PUC 99313 (based on the latest available annual population estimates from the Department of Finance) and PUC 99314 (based on the revenue amount for each eligible operator) of Fiscal Year 2021-22 State of Good Repair Program funds to support Monterey-Salinas Transit's bus procurement and install a back-up generator for the administrative office.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Transportation Agency for Monterey County Board of Directors hereby approves the region's SB 1 State of Good Repair project list for FY 2021/22.
2. The fund recipient (Monterey-Salinas Transit) agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.
3. The Executive Director is hereby authorized to execute all required documents of the SGR programs and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 22nd day of September 2021, by the following votes:

AYES:

NOES:

ABSENT:

**EDWIN D. SMITH, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

ATTEST:

**DEBRA L. HALE, EXECUTIVE DIRECTOR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

Submittal Report

SGR-C12-FY21/22-6011-001

FY 21/22

Submittal Details

Program State of Good Repair Program	Agency Monterey-Salinas Transit	Date Created 08/23/2021	Date Submitted 08/23/2021	Date Approved
Address 19 Upper Ragsdale Drive	City Monterey	State CA	Zip Code 93940	
Contact Matthew Deal		Contact Title Grants Analyst		
Contact Phone (831) 264-9287		Contact Email mdeal@mst.org		
Support Documentation MST Draft Board Resolution TAMC Draft Board Resolution		Additional Information		

Project Details

Title	Description	Asset Type	Project Category	Est. Useful Life	Est. Project Start Date	Est. Project Completion Date	Est. 99313 Costs	Est. 99314 Costs
Bus Replacements: 4	Local matching funds for a discretionary funds awarded under	Rolling Stock/Fleet	Replacement	12	08/01/2021	06/30/2023	\$630,496	\$0
Back Up Generator for	Purchase and install a back up generator for MST's main	Operations Facilities	Maintenance	12	10/30/2021	02/28/2022	\$20,431	\$202,511



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: Legislative Update

RECOMMENDED ACTION:

RECEIVE update on state and federal legislative activities.

SUMMARY:

This report includes updates on state and federal legislation.

FINANCIAL IMPACT:

Some of the proposed legislation may have a financial impact on TAMC. Staff and consultants are keeping a close eye on the potential for a federal earmark for the US 101 South of Salinas project.

DISCUSSION:

The updated state bill list (**attachment 1**) includes no major changes since the Board adoption on August 25, due to the legislature being on recess from July 16 to August 16.

Federal transportation activities are very fluid at the moment. The infrastructure bill/ transportation authorization bill negotiations are ongoing, and if earmarks (community directed funding) are not included in the final version of that bill, they might be considered for appropriations bills, which are expected to be negotiated by the end of 2021.

Attachment 2 is a written update on the status of negotiations.

ATTACHMENTS:

- ▣ State bill list
- ▣ Federal update

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
AB 11 (Ward) Climate Change: regional climate change authorities	1/25/21 TWO-YEAR BILL	This bill would require the Strategic Growth Council to establish up to 12 regional climate change authorities to coordinate climate adaptation and mitigation activities in their regions, and coordinate with other regional climate adaptation authorities, state agencies, and other relevant stakeholders.	Watch Priority 2S
AB 14 (Aguiar-Curry) Communications: broadband services: California Advanced Services Fund	7/13/21 Senate Appropriations	This bill would authorize the board of supervisors of a county to acquire, construct, improve, maintain, or operate broadband internet access service, and any other communications service necessary to obtain federal or state support for the acquisition, construction, improvement, maintenance, or operation of broadband internet access service.	SUPPORT Priority 6S Support letter 5/11/21
AB 34 (Murasutchi) Broadband for All Act of 2022	5/20/21 Assembly Appropriations	This bill would enact the Broadband for All Act of 2022, which, if approved by the voters on November 8, 2022, would authorize the issuance of \$10 billion in general obligation bonds for purposes of providing financial assistance to deploy broadband infrastructure and broadband services.	SUPPORT Priority 6S Support letter 5/11/21
AB 41 (Wood) Broadband Infrastructure deployment	7/14/21 Senate Appropriations	This bill would require Caltrans, the Public Utilities Commission and California Broadband Council to identify priority areas for broadband deployment within the state.	Watch Priority 6S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
<p>AB 43 (Friedman) Traffic Safety</p>	<p>7/13/21 Senate Appropriations</p>	<p>This bill would require Caltrans to convene a committee of external design experts to advise on revisions to the Highway Design Manual to balance integrated mass transportation, highway, aviation, maritime, railroad, and other transportation facilities and services in support of statewide and regional goals. The bill would require the California Traffic Safety Program to include a traffic safety monitoring program that identifies and addresses locations with pedestrian- and bicyclist-related crashes. The bill would allow for the recalibration of speed limits of order to eliminate fatalities for motorists, bicyclists, and pedestrians. This bill has been amended to allow Caltrans and local jurisdictions to change speed limits on highways approaching schools or business districts.</p>	<p>SUPPORT Priority 9S Support letter 4/6/21</p>
<p>AB 51 (Quirk) Climate change: regional climate adaptation planning groups and plans</p>	<p>1/11/21 TWO-YEAR BILL</p>	<p>Existing law establishes the Integrated Climate Adaptation and Resiliency Program, administered by the Office of Planning and Research, to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change. This bill would require the Strategic Growth Council to establish guidelines for the formation of regional climate adaptation planning groups. The bill would require the council to develop criteria for regional climate adaptation plans.</p>	<p>Watch Priority 2S</p>

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
<p>AB 67 (Petrie-Norris) Sea-level Rise: Working Group: economic analysis</p>	<p>5/20/21 Assembly Appropriations</p>	<p>This bill would require a state agency to take into account the current and future impacts of sea level rise when planning, designing, building, operating, maintaining, and investing in infrastructure located in the coastal zone or otherwise vulnerable to flooding from sea level rise or storm surges, or when otherwise approving the allocation of state funds for those purposes. The bill would require the Ocean Protection Council to establish a multiagency working group on sea level rise to provide recommended policies, resolutions, projects, and other actions to address sea level rise, the breadth of its impact, and the severity of its anticipated harm. The bill would require the council to develop a standardized methodology and template for conducting economic analyses of risks and adaptation strategies associated with sea level rise. The bill would require a state agency to conduct a sea level rise analysis for any state-funded infrastructure project located in the coastal zone or otherwise vulnerable to flooding from sea level rise or storm surges, and restrict funding as needed, pursuant to that methodology.</p>	<p>Watch Priority 2S</p>
<p>AB 72 (Petrie-Norris) Environmental protection: coastal adaptation projects: natural infrastructure: regulatory review and permitting: report</p>	<p>7/8/21 Senate Appropriations</p>	<p>This bill would enact the Coastal Adaptation Permitting Act of 2021. The bill would require the Natural Resources Agency to explore and authorize the implementation of options within the agency’s jurisdiction to establish a more coordinated and efficient regulatory review and permitting process for coastal adaptation projects. The bill would require the agency to submit a report to the Legislature with recommendations for improving and expediting the regulatory review and permitting process for coastal adaptation projects.</p>	<p>Watch Priority 2S</p>

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
AB 111 (Boerner-Horvath) Transportation: zero-emission vehicles	3/23/21 TWO-YEAR BILL	This bill would require the CalSTA Secretary to implement a Safe and Clean Truck Infrastructure Program to support the construction and operation of zero-emission medium- and heavy-duty vehicle parking and electric vehicle charging and hydrogen refueling infrastructure on public and private properties, and to encourage the use of zero-emission vehicles. This bill would make the Trade Corridor Enhancement Program an eligible source of funding.	Watch Priority 2S
AB 117 (Boerner Horvath) Electric Bicycles	7/12/21 Senate Appropriations Committee	This bill, as amended, would specify that programs providing incentives for purchasing electric bicycles are eligible for funding under the Air Quality Improvement Program.	SUPPORT Priority 14S Support letter 7/23/21
AB 122 (Boerner Horvath) Vehicles: required stops: bicycles	7/15/21 Senate Floor	This bill requires a cyclist, when approaching a stop sign, to yield the right-of way to any vehicles or pedestrians that have entered the intersection, or that are approaching on the intersecting highway close enough to constitute an immediate hazard, and continue to yield the right-of-way to those vehicles or pedestrians until reasonably safe to proceed. The bill requires other vehicles to yield the right-of-way to a bicycle that, having yielded as prescribed, has entered the intersection. AB 122 would legalize the bicycle safety stop (also known as the stop-as-yield). AB 122 will help all road users share the road more safely. The safety stop is proven to increase safety for people on bikes. Delaware had a 23% reduction in accidents involving people on bikes after legalizing the safety stop. The safety stop is legal in several other states: Idaho, Delaware, Oregon, Washington, Utah, Arkansas, North Dakota, and Colorado.	SUPPORT Priority 14S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
AB 128 (Committee on Budget) Budget Act of 2021	7/13/21 Signed into law	This bill is the main budget bill, which contains over \$5.4 billion in funding for transportation infrastructure.	Watch Priority 1S
AB 149 (Committee on Budget) Transportation	7/16/21 Signed into law	This bill extends the relief for farebox recovery requirements for receiving State Transit Assistance (STA), Low Carbon Transit Operations Program (LCTOP) and State of Good Repair (SOGR) funds, through fiscal year 22-23.	Watch Priority 1S
AB 339 (Lee) State and local government: open meetings	7/14/21 Senate Appropriations	This bill requires all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option. In-person testimony would still be required. Postings for board members participating remotely would need to be posted.	Watch Priority 15S
AB 361 (Rivas, Robert) Open meetings: local agencies: teleconferences	7/14/21 Senate Floor	This bill provides exemptions from the Ralph M. Brown Act’s meeting requirements to allow local jurisdictions to meet virtually during emergencies, provided the legislative body makes certain determinations by majority vote, publishes proper notice, and provides opportunity for public comment.	SUPPORT Priority 15S Support letter 7/23/21
AB 476 (Mullin) Department of Transportation: state highways: transit bus pilot program	3/17/21 TWO-YEAR BILL	This bill would authorize the Caltrans to establish a pilot program, of up to 8 projects statewide, to authorize a transit operator or operators to operate transit buses on the shoulders of state highways, under a project selected under the program.	Watch Priority 14S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
AB 703 (Rubio, Blanca) Open meetings: local agencies: teleconferences	2/25/21 TWO-YEAR BILL	This bill is similar to AB 361, except that it would allow local jurisdictions to continue using teleconference capabilities, provided that access is granted to the public, without an emergency being called.	SUPPORT Priority 15S
AB 745 (Gipson) Air pollution: Clean cars 4 all program	5/20/21 TWO-YEAR BILL	This bill would require the California State Air Resources Board, as a part of the Clean Cars 4 All Program, to provide vouchers for zero-emission vehicles to persons of low or moderate income living in disadvantaged communities to replace vehicles that have failed a smog check inspection. This item was addressed in the state budget by providing \$500 million through SB 129.	SUPPORT Priority 4S Support letter 4/6/21
AB 786 (Cervantes) CTC: Executive Director	2/25/21 TWO-YEAR BILL	This bill would require the Governor, rather than the California Transportation Commission (CTC), to appoint the CTC Executive Director. This bill is unnecessary. The Governor already appoints 9 out of the 11 Commissioners, who hire the Executive Director.	OPPOSE Priority 1S
AB 955 (Quirk) Highways: encroachment permits: broadband facilities	7/5/21 Senate Appropriations	This bill would establish additional procedures for Caltrans' review of an application for an encroachment permit for a broadband facility. Caltrans would have 30-days to process a permit.	Watch Priority 6S
AB 1049 (Davies) Public Transportation Account: loan repayment	3/4/21 TWO-YEAR BILL	The Budget Acts of 2013 and 2014 authorized the transfer of up to \$55,515,000 as loans from the Public Transportation Account to the High-Speed Passenger Train Bond Fund. This bill would require the \$54,000,000 in approved loans to be repaid to the Public Transportation Account and be available to help offset the loss of revenues incurred by transit operators during the COVID-19 pandemic.	Watch Priority 1S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
AB 1069 (Lackey) Zero-emission passenger vehicles: underrepresented communities	3/4/21 TWO-YEAR BILL	This bill would establish a goal of having 60% of all zero-emission vehicles be purchased by underrepresented communities, defined as individuals who self-identify as Black, African American, Hispanic, Latino, Asian, Pacific Islander, Native American, Native Hawaiian, or Alaska Native, and/or who self-identify as gay, lesbian, bisexual, or transgender.	Watch Priority 4S
AB 1147 (Friedman) Active Transportation Program	7/13/21 Senate Appropriations	This bill requires each Metropolitan Planning Organization (MPO) to submit a 2035 target action plan by July 1, 2023 to identify barriers in meeting regional greenhouse gas (GHG) emissions reduction targets and establishes the Sustainable Communities Strategy (SCS) Block Grant Program. The Block Grant Program, upon appropriation by the Legislature, to each MPO with an approved 2035 target action plan to support efforts to meet each region’s GHG emissions reduction targets.	Watch Priority 14S
AB 1260 (Chen) CEQA: exemptions: transportation-related projects	7/6/21 Senate Appropriations	This bill would provide a California Environmental Quality Act (CEQA) exemption for projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	SUPPORT Priority 4S Support letter 5/11/21
AB 1499 (Daly) Transportation: design-build: highways	7/5/21 Senate Appropriations Committee	This bill would extend the sunset date of January 1, 2024, to January 1, 2034, for the ability to utilize the design-build project delivery system for up to 10 projects on the state highway system.	Watch Priority 11S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
SB 4 (Gonzalez) Communications: California Advanced Services Fund	7/7/21 Assembly Appropriations	This bill would require the Governor’s Office of Business and Economic Development (“GO-Biz”) to coordinate with state and local agencies and national organizations to explore ways to facilitate streamlining of local land use approvals and construction permit processes for projects related to broadband infrastructure deployment and connectivity. Appropriations amendments limit the amount collected statewide each year to \$100m.	SUPPORT Priority 6S Support letter 5/11/21
SB 28 (Caballero) Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021	7/1/21 Assembly Appropriations Committee	This bill, the Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021 (Reform Act), would require the Department of Technology to compile an inventory of state-owned resources available for use in the deployment of broadband networks in rural, unserved, and underserved communities.	SUPPORT Priority 6S Support letter 4/6/21
SB 69 (McGuire) North Coast Railroad Authority: right-of-way: Great Redwood Trail Agency: Sonoma-Marín Area Rail Transit District	7/6/21 Assembly Appropriations	This bill requires the North Coast Railroad Authority, or a successor agency, to convey and transfer all of its rights, interests, privileges, and title, lien free, to the Sonoma-Marín Area Rail Transit (SMART) District. This bill is going to be amended in order to allow SMART to be a multi-county/ intercity rail operator, to facilitate extensions of the SMART corridor. While not directly relevant to TAMC, we are part of the larger rail megaregion with SMART and recommend supporting our partner agency in this effort, once the bill is amended for those purposes.	SUPPORT if amended Priority 16S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
SB 129 (Skinner) Budget Act of 2021	7/12/21 Signed into law	This budget bill contains items related to transportation infrastructure including \$2.7 billion in zero-emission vehicle infrastructure, the Active Transportation Program (ATP), Transit and Intercity Rail Capital Program (TIRCP), and the State and Local Climate Adaption funding, stating that money shall not be available for encumbrance or expenditure unless additional legislation is enacted by October 10, 2021. This language is directly related to the stalemate on exhausting the remaining \$4.2 billion Proposition 1A appropriation for high-speed rail.	Watch Priority 1S
SB 261 (Allen) Regional transportation plans: sustainable communities strategies	4/19/21 TWO-YEAR BILL	This bill would require that the sustainable communities strategy be developed to achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the Air Resources Board.	Watch Priority 1S
SB 339 (Wiener) Road Usage Charge Pilot Program	7/14/21 Assembly Appropriations	This bill extends by four years the Road Usage Charge (RUC) Technical Advisory Committee (TAC). The purpose of the TAC is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program.	Watch Priority 5S
SB 475 (Cortese) Transportation planning: sustainable communities strategies	3/18/2021 TWO-YEAR BILL	This bill would require the California State Air Resources Board to issue new guidelines on sustainable communities strategies and require these guidelines to be updated thereafter at least every 4 years.	Watch Priority 1S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
SB 542 (Limón) Vehicle license fees for zero-emission vehicles: sales and use taxes on medium- or heavy-duty zero-emission trucks.	6/1/21 TWO-YEAR BILL	Amended 3/25 to pertain to heavy/light duty truck license fees. As amended, the bill no longer impacts transportation funding programs, removing TAMC’s opposition.	Watch Priority 1S
SB 551 (Stern) California Electric Vehicle Authority	7/8/21 Assembly Appropriations	This bill would establish the California Electric Vehicle Authority to coordinate and streamline activities among state agencies to advance electric vehicle and zero-emission charging infrastructure deployment and ensure related equity, workforce development, and economic development priorities are addressed.	SUPPORT Priority 4S Support letter 4/6/21
SB 643 (Archuleta) Fuel Cell Electric Vehicle Fueling Infrastructure	7/6/21 Assembly Appropriations	This bill would require the California Air Resources Board to prepare a statewide assessment of the fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles.	Watch Priority 4S
SB 671 (Gonzalez) Clean Freight Corridor Efficiency Program	7/7/21 Assembly Appropriations	This bill would establish the Clean Freight Corridor Efficiency Program to establish criteria for identifying freight corridors-throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The focus would be on the top five freight corridors, or segments of freight corridors, with the heaviest freight volume and near-source exposure to diesel exhaust and other contaminants.	Watch Priority 2S

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
SB 674 (Durazo) Public Contracts: workforce development: covered public contracts	7/5/21 Assembly Transportation	Amended to require the Labor and Workforce Development Agency to create the California Jobs Plan and the United States Jobs Plan, which requires private entities bidding on covered public contracts over \$10 million related to the procurement, manufacturing, installation, and maintenance of transportation infrastructure, excluding contracts for road, bridge, or highway construction, to include as part of their application a form stating information about jobs created and retained, and specifies that the CAJP is scored as part of the overall application. The previous version of the bill posed a possible concern of inhibiting TAMC’s ability to secure state grant funding opportunities. The bill has been amended to alleviate those concerns.	Watch Priority 1S
SB 726 (Gonzalez) Alternative fuel and vehicle technologies: transportation sustainability strategy	7/5/21 Assembly Transportation	This bill would require the California State Resources Board and the State Energy Resources Conservation and Development Commission to develop a comprehensive transportation sustainability strategy. The bill would require the Board, as part of the 2027 update of the scoping plan, to set a greenhouse gas emissions reduction target for the transportation sector.	Watch Priority 1S
SB 735 (Rubio) Vehicles: speed safety cameras	4/13/2021 TWO-YEAR BILL	The bill would authorize a local authority to use a traffic speed safety camera system to enforce speed limits in a school zone.	SUPPORT Priority 9S Support letter 5/11/21

TAMC Bill Matrix – September 2021

Measure	Status	Bill Summary	Recommended Position
SB 771 (Becker) Sales and Use Tax Law: zero emissions vehicle exemption	5/26/21 TWO-YEAR BILL	This bill would provide a state sales tax exemption on the purchase of an electric or a hybrid electric vehicle. The bill no longer impacts local sales tax revenue as amended, so the recommendation is to-change TAMC’s position to watch.	Watch Priority 1S Oppose unless amended letter 4/6/21
SB 790 (Stern) Wildlife connectivity mitigation credits	7/7/21 Assembly Appropriations	This bill authorizes the Department of Fish and Wildlife (DFW) to give Caltrans mitigation credit for wildlife crossing projects. The bill could be useful for addressing work on State Route 68. As amended, the bill prohibits, in each fiscal year, DFW from providing compensatory mitigation credits for more than 10 new projects or for more than 2 of those projects in each region.	SUPPORT Priority 11S Support letter 5/27/21
SB 792 (Glazer) Sales and use tax: retailers: reporting	7/5/21 Assembly Appropriations	This bill would require a retailer whose annual sales of tangible personal property transacted online exceeded \$50,000,000 for the previous calendar year to track and report to the department the city or ZIP code where the purchaser resides for each sale within the state that is transacted online. Tracking the location of online purchases may help Measure X revenues.	SUPPORT Priority 1S Support letter 4/6/21

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS FIRM



THIS WEEK IN WASHINGTON

Week of August 23-27, 2021

FEDERAL UPDATE

The House was briefly in session earlier this week, returning to Washington to consider the Senate-passed Fiscal Year (FY) 2022 budget resolution (S.Con.Res.14; text [here](#); summary [here](#)) containing budget reconciliation instructions, as well as legislation (H.R. 4; *John R. Lewis Voting Rights Advancement Act*, summary [here](#)) to restore components of the Voting Rights Act of 1965 (VRA) that advocates have argued were diminished by recent Supreme Court decisions. Democrats ultimately agreed, within their caucus, to use a procedural tactic to consider a single rules resolution that would “deem” the budget resolution as being adopted and that also set guidelines for upcoming floor consideration of the Senate-passed bipartisan infrastructure bill. The agreement on a path forward came after nearly 24-hours of negotiations between Democratic leadership and a group of 10 moderate House Democrats who threatened to oppose the resolution until the House voted on the Senate-passed bipartisan infrastructure bill. Those threats were ultimately dropped when Leadership agreed to hold a vote on the bipartisan infrastructure bill no later than September 27th. The rule addressing the budget resolution and infrastructure debate was adopted on Tuesday afternoon in a party-line vote of 220-212, with all House Democrats voting in favor, and the VRA bill was approved shortly thereafter in a 219-212 vote.

BUDGET RECONCILIATION

As previously reported, the FY 2022 budget resolution directs 12 Senate Committees and their 13 House counterparts to draft their respective portions of a \$3.5 trillion budget reconciliation bill that will contain several policy proposals previously outlined in President Biden’s American Jobs Plan and American Families Plan. The Committees have until September 15th to submit their section to the Budget Committee in their respective chamber, to be packaged together as one bill. House Speaker Nancy Pelosi (D-CA) indicated this week that the House Committees would work closely with their Senate counterparts to draft the various sections of the reconciliation bill, potentially avoiding lengthy conference negotiations and allowing a final negotiated bill to be considered in a timely manner. Moderate Democrats in both chambers have expressed concern with both the overall size of the package, as well as some of the offsets that have been discussed (corporate and international tax reforms/increases, tax increases on households earning more than \$400,000, and health savings through lowering prescription drug prices). While those negotiations are expected to continue over the next several weeks, a vote in the House on a final reconciliation package could come as soon as the week of September 20th when the House returns to Washington.

The summary document provided by the House Budget Committee (available [here](#)) highlights several policy initiatives Democrats will seek to include in the reconciliation package, including investments in child care, two years of free pre-K and community college, the expansion of Medicare benefits and the Child Tax Credit (CTC), and creating a national paid family medical leave program. Additionally, the summary highlights proposed investments in clean energy (establishing a Civilian Climate Corps, extending and expanding clean energy tax credits, etc.), increasing the supply of affordable housing, enhanced research and innovation infrastructure investments, and of providing a pathway to legal permanent resident (LPR) status for Dreamers.



Memorandum

To: Board of Directors
From: Theresa Wright, Community Outreach Coordinator
Meeting Date: September 22, 2021
Subject: Measure X Citizens Oversight Committee Appointment

RECOMMENDED ACTION:

APPROVE the appointment of Robin Lee to serve as the pedestrian advocate representative and Laurie Eavey to serve as the alternate pedestrian advocate representative on behalf of Communities for Sustainable Monterey County on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.

SUMMARY:

The Transportation Safety & Investment Plan Policies calls for the formation of a Citizens Oversight Committee representing a diverse range of community interests. Representatives of these interests must be nominated by their organizations and appointed to serve on the Citizens Oversight Committee by the Transportation Agency's Board of Directors.

FINANCIAL IMPACT:

The Transportation Safety & Investment Plan, approved by voters on November 8, 2016, is anticipated to generate an estimated \$600 million over thirty years through a retail transactions and use tax of a three-eighths' of one-percent (3/8%). This funding will make a significant dent in the billions of dollars in unmet road repair needs and regional road safety and mobility project needs and, in some cases, will help get transportation projects off the ground sooner than planned.

DISCUSSION:

In accordance with the Policies & Project Descriptions for the Transportation Safety & Investment Plan, a Citizens Oversight Committee representing a diverse range of community interests was formed within 6 months of voter approval of Measure X. Members and their alternates were nominated by the bona fide organization they are representing. Additional members were appointed by the Transportation Agency Board of Directors to assure that a broad range of geographic and stakeholder interests are represented on the committee.

Members of the Citizens Oversight Committee were appointed by the Transportation Agency Board of Directors on March 22, 2017. Initial terms were staggered, with half of the committee members serving a 2-year term, and the other half serving a 3-year term, as specified by the Transportation Agency.

Laurie Eavey currently serves as the pedestrian advocate for Communities for Sustainable Monterey County and Robin Lee serves as the alternate pedestrian advocate. The organization has requested that their appointments be switched, so that Robin Lee will serve as their representative and Laurie Eavey will serve as their alternate representative on the oversight committee.

This report seeks the appointment of Robin Lee to serve as the pedestrian advocate representative and Laurie Eavey to serve as the alternate pedestrian advocate representative on the Measure X Transportation Safety & Investment Plan



Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: **FORTAG Environmental Addendum**

RECOMMENDED ACTION:

ADOPT the Addendum to the Final Environmental Impact Report for the Fort Ord Regional Trail and Greenway project.

SUMMARY:

The first segment of the Fort Ord Regional Trail and Greenway project is currently in final design. During this process, the alignment has been refined and there are now portions of the trail that fall slightly outside of the certified Environmental Impact Report's Area of Potential Effect. This addendum addresses those areas to study the potential impacts.

FINANCIAL IMPACT:

The cost of the Addendum is \$19,995 and is funded within the already approved project budget. Overall, the Segment 1 final design tasks will be funded out of \$600,000 in state Senate Bill 1 Local Partnership Program funds and \$1.376 million in local Measure X funds. The right-of-way tasks will be paid from \$1.198 million in state Active Transportation grant funds. Construction will be funded through a future allocation of \$9.1 million in state Active Transportation grant funds. Other segments will proceed to final design and construction as matching funds for Measure X (which sets aside a total of \$20 million for the entire trail) are obtained.

DISCUSSION:

The vision for the Fort Ord Regional Trail & Greenway (FORTAG) is to create a multimodal route designed to accommodate people of all ages and abilities that connects communities in and around the former Fort Ord to each other and to education, employment, community and recreation centers. It will serve as a safe pedestrian and bicycle corridor connecting the cities of Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail. The Final Environmental Impact Report for the proposed 28-mile paved trail was certified by the Transportation Agency Board on March 25, 2020. A Master Agreement was approved by the Transportation Agency and the underlying jurisdictions in June 2020.

Phase 1 of the Canyon Del Rey/State Route 218 Segment of the project involves construction of the trail through the City of Del Rey Oaks from Fremont Boulevard to Del Rey Woods Elementary in the City of Seaside. From Fremont Boulevard, the trail will run along State Route 218 and then move behind Safeway down through Work Memorial Park traveling around the tennis courts and towards Angelus Way. There are no improvements proposed along Angelus Way based on feedback from the community. The trail will pick up again at Del Rey Park and travel towards State

Route 218 on the alignment of an existing trail. A tunnel under Canyon Del Rey Boulevard will connect near Del Rey Oaks City Hall and the Frog Pond. A raised pathway will be constructed to connect trail users from the tunnel to Carlton Drive at an accessible grade. The trail will extend northeast up Carton Drive to Plumas Avenue. Along Carlton Drive the trail will consist of a new 12-foot wide multi-use sidewalk on the west side of the road. Along Plumas Avenue the trail will follow the existing PG&E easement up to Del Rey Woods Elementary. The tunnel landing and the raised pathway are the only project elements to be constructed within the Frog Pond as part of Phase 1.

After starting the final design process on this phase, several refinements to the alignment were identified to improve the project and aid constructability. The modified project includes minor revisions that would add approximately 154 linear feet to the overall trail length. These changes would place small portions of the segment alignment outside of the previously analyzed environmental clearance boundary. The revised alignment would route the trail so it traverses north of the tennis courts in Work Memorial Park, adding roughly 27 feet to that portion of the Trail. It would also include a minor adjustment to the crossing location on Plumas Avenue, alter the shape of the trail slightly at Canyon Del Rey Boulevard and Carlton Drive, close right turn lanes at two points on Carlton Drive, and other small design modifications. The changes would occur mainly in developed and/or paved areas, with only the rerouting of the alignment near the tennis courts in an undisturbed vegetated area.

These refinements that result in the alignment falling outside of the previous environmental boundary require an addendum to the Final Environmental Impact Report. This addendum addresses the proposed modifications as they apply to the previous environmental review document. Section 15164 of the CEQA Guidelines defines the function of an Environmental Impact Report Addendum as follows:

- The lead agency or responsible agency shall prepare an addendum to a previously certified environmental impact report if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent environmental impact report have occurred.
- Section 15162(a) of the *CEQA Guidelines* provides that a Subsequent EIR is not required if the new circumstances do not require major revisions to the Environmental Impact Report, that new information does not result in new or more severe significant impacts, and that the mitigation measure included in the certified Environmental Impact Report address or resolve the impacts.

The refinements to the alignment were analyzed in the attached addendum report and do not rise to the level of requiring a Subsequent Environmental Impact Report. With adoption of this draft Addendum, Agency staff will be able to proceed with completing final design based on the revised trail alignment. Final design and right-of-way certification are anticipated for completion by Summer/Fall 2022. Construction is scheduled to start thereafter in 2023. Concurrently, the Agency is pursuing grant funds for other segments of the FORTAG, which will proceed to final design and construction as matching funds are obtained.

ATTACHMENTS:

- FORTAG Revised Trail Alignment

WEB ATTACHMENTS:

[Addendum to the FORTAG Final Environmental Impact Report](#)

Figure 2 Modified Project Revised Trail Alignment



Imagery provided by ESRI and its licensors © 2021.
 Additional data provided by GHD, 2021 and Alta Planning + Design, 2019.

Fig 3 Modified Project Alignment



Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: FORTAG Canyon Del Rey - GHD Contract Amendment #1

RECOMMENDED ACTION:

Fort Ord Regional Trail and Greenway - GHD Contract Amendment #1:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with GHD, subject to approval by Agency Counsel, in an amount not to exceed \$117,830, for a total not-to-exceed contract amount of \$2,792,113, to conduct additional public outreach and engagement;
2. **AUTHORIZE** the use of Measure X funds budgeted to this project;
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount; and
4. **APPROVE** sole source finding.

SUMMARY:

Agency staff is seeking to conduct additional public outreach on the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway. This amendment will provide payment for GHD to assist with the preparation and delivery of additional public outreach materials.

FINANCIAL IMPACT:

These additional services and materials require a budget increase of \$117,830, which represents a 4% increase over the original 2020 engineering/design contract budget of \$2,674,283. In total, the Canyon Del Rey segment design tasks will be funded out of \$600,000 in state Senate Bill 1 Local Partnership Program funds and \$1.376 million in local Measure X funds. The right-of-way acquisition tasks will be paid from \$1.198 million in state Active Transportation grant funds. Construction will be funded out of \$9.1 million in state Active Transportation grant funds.

Other FORTAG segments will proceed to final design and construction as matching funds for Measure X (which sets aside a total of \$20 million for the entire trail) are obtained.

DISCUSSION:

The Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project is currently in final design and right-of-way. The Cities of Del Rey Oaks, Seaside, and the Monterey Peninsula Regional Park District have signed a Master Agreement that supports the current alignment and the ADA access that the project will provide to the Frog Pond. The agreement also incorporates the findings of the certified environmental impact report that found that the project will not harm sensitive habitat in the Frog Pond Preserve.

The project team has held in-person site visits, virtual public workshops and focus groups to hear feedback and

concerns directly from Del Rey Oaks residents and the community and received over 300 comments through an online interactive project map. Amongst the comments received have been questions regarding: the safety of the trail and the tunnel, potential impacts to the Frog Pond Wetland Preserve, and whether the trail could be realigned along State Route 218.

The project team has been responsive to these comments and has modified the design to further reduce impacts that do not result in safety or security issues. Examples of these adjustments include reducing the length of the switchback in the Frog Pond to avoid trees and impacts to the existing trail system; and modifying the segment along Carlton Drive to incorporate traffic calming features that will slow speeds on the roadway as well as reintroduce some pockets of on-street parking. The project team recently made a presentation to the Del Rey Oaks City Council that revisited the rejected alternative alignment along State Route 218. After extensive analysis, the team reaffirmed the findings from the environmental document that the State Route 218 alternative is not the safest option, due to the proximity of fast moving vehicles, and further determined that alternative would necessitate the reclaiming of public right-of-way along residential backyards, the removal of at least 160 trees, and result in a significantly higher cost due to the installation of large retaining walls and upgrades that would be required to State Route 218.

Despite the compromises already made to the project and outreach efforts to listen to the community, a group of Del Rey Oaks citizens are collecting signatures to bring forward a ballot initiative in an attempt to restrict bicycle trails in Del Rey Oaks to State Route 218, General Jim Moore Boulevard, and South Boundary Road. Agency staff is not recommending modifications to the approved alignment as it would reduce safety and jeopardize the State grant funds awarded to the project.

Agency staff is however seeking to amend the existing agreement with GHD, Inc to provide additional public outreach efforts to educate and ensure that correct information about the project is being shared with the community. With this draft amendment, GHD will provide an additional five physical mailings to Del Rey Oaks residents and businesses, and fifteen electronic newsletters for those who have signed up to be included on the email distribution list. Each of the mailings will be tailored to focus on different aspects of the project and factually address questions or concerns that have been raised. The information will also be shared via social media channels and the project website (<https://fortag-canyondelrey.com>).

Attached are the contract amendment #1, appended scope of work, and the revised budget.

ATTACHMENTS:

- GHD - FORTAG Phase 1 Canyon Del Rey - Contract Amendment #1

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

AND

GHD, INC.

THIS AMENDMENT NO. 1 to the agreement dated October 28, 2020, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and GHD, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on October 28, 2020, hereinafter referred to as "Agreement";
- B. **WHEREAS**, the Agreement relates to the Fort Ord Regional Trail and Greenway – Canyon Del Rey Segment Final Design (the "Project"), for which Consultant is to provide final design, right-of-way, and design support during construction;
- C. **WHEREAS**, the Agreement contains a not-to-exceed amount, which may be amended only by the written agreement of the parties, and which establishes the maximum amount of costs which may be incurred under the Agreement;
- D. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services, to increase the maximum amount payable in order to add new tasks to the project scope of work;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. BUDGET AND TOTAL COMPENSATION

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-1 and shall be effective upon execution. Exhibit B-1 is attached hereto as Exhibit B-1 and provides for the addition of One Hundred Seventeen Thousand Eight Hundred Thirty Dollars (\$117,830) for a new not-to-exceed amount of Two Million Seven Hundred Ninety-Two Thousand One Hundred Thirteen Dollars (\$2,792,113). Exhibit B-1 replaces previous versions of the Budget in the contract.

2. SCOPE OF WORK

The Scope of Work attached to the Agreement as Exhibit A is hereby appended with the Task 8 Scope of Work attached hereto as Exhibit A-1.

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement with GHD, Inc.

TAMC:

GHD, INC.:

Debra L. Hale
Executive Director

Name
Title

(date)

(date)

Approved as to form:

TAMC Counsel

(date)

EXHIBIT A-1
TASK 8 SCOPE OF WORK –
APPENDED TO EXHIBIT A: SCOPE OF WORK DATED OCTOBER 20, 2020

Task 8

8.1 Project Management

- GHD will continue to provide management services for this additional task.
- Under this task, GHD will prepare an outreach plan outlining the schedule for the mailer and the electronic newsletters for the entire duration of this effort. The outline will also identify suggested themes/topics of each document.

8.2 Mailers (5)

- GHD and DKS will prepare up to five (5) mailers for distribution to Del Rey Oaks residents and businesses (one per month) between October 2021 and February 2022. GHD will focus on the technical components of the mailer and DKS will focus on the messaging and the graphical content/layout of the mailer.
- This scope and fee assume three weeks of production/mail time prior to targeted mail drop dates.
- GHD and DKS will prepare the text/copy for the mailer and provide to the TAMC Project Manager for review. GHD/DKS will revise text/copy based on one round of comments/edits, then create the mailer and submit to the TAMC Project Manager to review and finalize.
- The scope assumes one mailer per month and the cost assumes 740 mailers will be sent out.

8.3 Electronic Newsletters (15)

- GHD and DKS will prepare three electronic newsletters per month between October 2021 and February 2022, for a total of 15 electronic newsletters. GHD/DKS will utilize the existing MailChimp data base and add email addresses as needed. This will be sent to Del Rey Oaks residents and businesses as well as other interested parties following the development of FORTAG.
- GHD will focus on the technical components of the newsletter and DKS will focus on the messaging and the graphical content/layout of the document.
- This scope and fee assume three weeks of production/mail time prior to targeted mail drop dates.
- GHD and DKS prepare the text/copy for the newsletter and provide to the TAMC Project Manager for review. GHD/DKS will revise text/copy based on one round of

comments/edits, then will create the newsletter and submit to the TAMC Project Manager to review and finalize.


8.4 Project Alignment Exhibits

- It is assumed special exhibits or renderings will not be needed for tasks 8.2 or 8.3, however GHD will provide snapshots and notes of design or alignment elements that will supplement the newsletters or mailers as needed. It is assumed no additional details beyond what is needed for the project plans will be needed.
- Visualization work is included under a separate task, however, as part of this task GHD will work with the visualization team to capture views needed to enhance the message in the mailer or newsletter.
- It is assumed that no more than 4 hours per mailer/electronic newsletter on average, will be provided.

8.5 Reimbursable Expenses

- DKS will submit reimbursable expenses associated with the mailer as described in the project budget


**EXHIBIT B-1
BUDGET**


		GHD COSTS																								
																										
		Vedula PIC	Silva QA/QC	Van Parys PM	Gupico DPM/Trail Lead	Walter Caltrans Liason	Boyle Sr. Engr	Design Engineer Level D	Design Engineer Level B	Design Engineer Level A/ CAD Tech	Structures Engineer Level D	Tunnel/Utility Engineer Level F	Vedula Traffic Ops	Electrical Engineer Level E	Electrical Engineer Level C	Perry Sig/Light Design & Ops	Hudson Sig/Light Design & Ops	Operations Engineer Level C	Operations Engineer Level B	Digital Design Engineer D	Bois Outreach	Robertson LAR	Piper LAR	Admin. Assistant / Graphic	Hours	
		Labor + Overhead Rate	\$ 285	\$ 378	\$ 244	\$ 244	\$ 265	\$ 313	\$ 173	\$ 140	\$ 126	\$ 173	\$ 225	\$ 285	\$ 206	\$ 155	\$ 252	\$ 213	\$ 155	\$ 140	\$ 133	\$ 280	\$ 218	\$ 156	\$ 84	
TAMC - FORTAG																										
1	Project Management	40	0	326	172	8	8	0	0	8	2	0	8	0	0	8	8	0	0	0	4	40	84	80	756	
1.1	Project Management (3 yrs)	20		160	72											8	8							80	328	
1.2	Not Used																									0
1.3	Progress Meetings (32)	20		120	80	8	8			4	2					8					4	8	32		274	
1.4	Review of Existing Documents and Environmental Impact Report			6																		8	12			26
1.5	Field Review FORTAG Alignment (Team)			16	16					4												16				52
1.5.1	Not Used																									0
1.5.2	Implement EIR Mitigation Measures (Rincon)			16	4																		8	40		68
1.6	Agreements and Permits (GHD/Rincon)			8																						8
2	Land Surveying	0	0	2	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
2.1	Review Available Survey Data (Whitson)																									0
2.2	Land Surveying (Whitson)			2				4																		6
3	Engineering Design PS&E	14	66	72	292	12	66	412	990	732	244	92	52	66	156	56	108	252	148	40	0	292	476	0	4624	
3.1	Plans, Specifications and Cost Estimate (PS&E) (Team)																									
3.1.1	35% PS&E		2	8	40		24	60	96	80	56	8	8	12	28	16	24	96	48				40	80		726
3.1.2	60% PS&E	2	2	16	48		24	80	260	200	88			16	40	8	16	48	24	40			80	140		1130
3.1.3	95% PS&E	2	2	8	48			48	320	280	72			16	40	8	8	36	16				32	96		1030
3.1.4	100% PS&E	2		8	40			40	230	140	24			8	16	8	8	24	16				8	24		594
3.2	Analysis and Reports																									
3.2.1	Geotechnical Design & Materials Report (incl in drilling and field Investigation)				2				4		2															8
3.2.2	Preliminary Foundation Report (Incl in 3.2.1)				2				4																	6
3.2.3	Structure Type Selection				2		2		4		2	4														14
3.2.4	Drainage Reports			2	16		8	32	24	32																114
3.2.5	SWPPP				2			8																		10
3.2.6	Caltrans Environmental Certification and Commitments Record			2																						2
3.2.7	Environmental Commitments Record				2																					2
3.2.8	Environmental Certification				2																					2
3.2.9	Trail Lighting Design Analysis				8									4	32								8	16		68
3.2.10	Traffic Analysis (intersection) & 2 CT Coord. Meetings					4		16	48				40			8	32	40	24							212
3.2.11	Landscape and Aesthetics Plan			4	8																		60	80		152
3.3	Quality Assurance/Quality Control (QA/QC) Review (GHD)		60									80		8									40			158
3.4	Cost Estimates (GHD/Interwest)				32			48						2			4	8	4			24	40			162
3.5	Project Report	8		24	40	8	8	80					4			8	16		16							204
4	Right of Way	0	0	32	18	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74
4.1	ROW Documents (Whitson) Not Used																									0
4.2	ROW Engineering (Whitson)				4			4																		8
4.3	ROW Acquisition (Interwest)			16	4			4																		24
4.4	ROW Resolutions of Necessity (Interwest)			16	8			16																		40
4.5	ROW Certification (Interwest)				2																					2
5	Utility Coordination	0	0	1	12	0	0	24	64	48	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	189
5.0	Utility Coordination (Whitson)											8														8
5.1	PS&E Utility Conflict Maps (GHD)			1	8			24	48	48	24															153
5.2	PS&E Utility Relocation Cost (GHD/Whitson)				4			16			8															28
6	Community Outreach	4	4	206	238	64	8	72	64	124	0	0	24	0	0	8	8	0	0	104	166	88	148	0	1326	
6.1	Community and Stakeholder Meetings and Design Workshops																									0
	Agency Outreach	4		40	32	16	8			24			16			8	8									184
	Focus Groups (8)			40	16			24		16													16			128
	eNewsletters (6)			6																	6					12
	Community Presentations (15)			90	32			40	40												24	40	60			326
	Workshops (6)																									
	Online Work Shops			60	48					20											24	4	20	8		184
	Workshop Promotion Strategies			8																		4				12
	Project Website			8						24											32	4		8		76
	Social Media																					4				4
	Collateral Development			8	16				24												24		4	8		84
	Vizualization Development			4	20																24			16		72
6.2	Grant Support (GHD)		4	32	8	16		48					8													116



GHD COSTS

	Vedula PIC	Silva QA/QC	Van Parys PM	Grupico DPM/Trail Lead	Walter Caltrans Liason	Boyle Sr. Engr	Design Engineer Level D	Design Engineer Level B	Design Engineer Level A/ CAD Tech	Structures Engineer Level D	Tunnels/Utility Engineer Level F	Vedula Traffic Ops	Electrical Engineer Level E	Electrical Engineer Level C	Penny Sig/Light Design & Ops	Hudson Sig/Light Design & Ops	Operations Engineer Level C	Operations Engineer Level B	Digital Design Engineer D	Bola Outreach	Robertson LAR	Piper LAR	Admin. Assistant / Graphics	Hours	
6.3 Human Centered Design - Optional (GHD)			8																					128	
7 Design Services During Construction	2	0	12	80	4	32	100	36	104	0	0	0	16	0	0	0	0	0	0	0	0	0	0	120	464
7.1 Design Support During Advertisement Period (Bid Support) (GHD/MMJ)	2		12	12	4	24	24	12					4												92
7.2 Design Services During Construction (GHD/MMJ/Whitson)				60		8	60	24	80				12								20	40			304
7.3 Construction Staking (Whitson)																									0
7.4 Record Drawings (GHD/MMJ)				8			16		24												4	16			68
TOTAL HOURS	60	70	651	812	88	114	636	1154	1016	246	132	84	82	156	72	124	252	148	144	170	444	764	80	7439	
DIRECT COSTS																									
ODC1	Travel Costs																								
ODC2	Per Diem (Meals & Lodging)																								
ODC3	Visualization																								
ODC4	Permit & Filing Fees																								
ODC5	Drilling and Field Investigation																								
ODC6	Laboratory Testing																								
ODC7	Plotting / Printing Postage																								
ODC8	Staking Materials																								
ODC9	Title Services (9 Properties)																								
ODC10	Primary Appraisal																								
ODC11	Review Appraisal																								
	Estimated Salary Escalation																								
TOTAL DIRECT COSTS																									
TOTAL																									

		GHD Cost	Rincon	Whitson	DKS	MMJ	Exaro	Interwest	Total Project Cost
			Cost	Cost	Cost	Cost	Cost	Cost	
Labor + Overhead Rate									
TAMC - FORTAG									
1	Project Management	\$ 174,605	\$ 62,513	\$ 5,543	\$ 5,600	\$ 23,010	\$ -	\$ -	\$ 271,270
1.1	Project Management (3 yrs)	\$ 72,823	\$ 6,030			\$ 3,780			\$ 82,633
1.2	Not Used	\$ -							\$ -
1.3	Progress Meetings (32)	\$ 70,072		\$ 3,532	\$ 5,600	\$ 11,340			\$ 90,544
1.4	Review of Existing Documents and Environmental Impact Report	\$ 5,080	\$ 913			\$ 4,320			\$ 10,313
1.5	Field Review FORTAG Alignment (Team)	\$ 11,812		\$ 2,011		\$ 3,570			\$ 17,393
1.5.1	Not Used	\$ -							\$ -
1.5.2	Implement EIR Mitigation Measures (Rincon)	\$ 12,863	\$ 15,464						\$ 28,327
1.6	Agreements and Permits (GHD/Rincon)	\$ 1,954	\$ 40,106						\$ 42,060
2	Land Surveying	\$ 1,182	\$ -	\$ 52,336	\$ -	\$ -	\$ -	\$ -	\$ 53,517
2.1	Review Available Survey Data (Whitson)	\$ -							\$ -
2.2	Land Surveying (Whitson)	\$ 1,182		\$ 52,336					\$ 53,517
3	Engineering Design PS&E	\$ 800,140	\$ 6,369	\$ 20,817	\$ -	\$ 81,362	\$ -	\$ 7,573	\$ 916,261
3.1	Plans, Specifications and Cost Estimate (PS&E) (Team)	\$ -							\$ -
3.1.1	35% PS&E	\$ 126,471				\$ 13,864			\$ 140,335
3.1.2	60% PS&E	\$ 185,647				\$ 16,570			\$ 202,217
3.1.3	95% PS&E	\$ 159,089				\$ 5,425			\$ 164,514
3.1.4	100% PS&E	\$ 92,669				\$ 2,621			\$ 95,290
3.2	Analysis and Reports	\$ -							\$ -
3.2.1	Geotechnical Design & Materials Report (incl in drilling and field Investigation)	\$ 1,397							\$ 1,397
3.2.2	Preliminary Foundation Report (Incl in 3.2.1)	\$ 1,050							\$ 1,050
3.2.3	Structure Type Selection	\$ 2,922				\$ 7,772			\$ 10,694
3.2.4	Drainage Reports	\$ 19,863		\$ 17,644					\$ 37,506
3.2.5	SWPPP	\$ 1,875		\$ 3,174					\$ 5,048
3.2.6	Caltrans Environmental Certification and Commitments Record	\$ 489	\$ 4,949						\$ 5,438
3.2.7	Environmental Commitments Record	\$ 489							\$ 489
3.2.8	Environmental Certification	\$ 489	\$ 1,420						\$ 1,909
3.2.9	Trail Lighting Design Analysis	\$ 11,961							\$ 11,961
3.2.10	Traffic Analysis (intersection) & 2 CT Coord. Meetings	\$ 40,340							\$ 40,340
3.2.11	Landscape and Aesthetics Plan	\$ 28,485							\$ 28,485
3.3	Quality Assurance/Quality Control (QA/QC) Review (GHD)	\$ 51,045				\$ 13,148	\$ 7,573		\$ 71,766
3.4	Cost Estimates (GHD/Interwest)	\$ 30,661				\$ 14,125			\$ 44,786
3.5	Project Report	\$ 45,200				\$ 7,837			\$ 53,037
4	Right of Way	\$ 16,371	\$ -	\$ 34,044	\$ -	\$ -	\$ -	\$ 107,957	\$ 158,372
4.1	ROW Documents (Whitson) Not Used	\$ -							\$ -
4.2	ROW Engineering (Whitson)	\$ 1,670		\$ 34,044					\$ 35,715
4.3	ROW Acquisition (Interwest)	\$ 5,578					\$ 94,415		\$ 99,994
4.4	ROW Resolutions of Necessity (Interwest)	\$ 8,634					\$ 8,020		\$ 16,655
4.5	ROW Certification (Interwest)	\$ 489					\$ 5,521		\$ 6,010
5	Utility Coordination	\$ 31,382	\$ -	\$ 44,108	\$ -	\$ -	\$ 48,351	\$ -	\$ 123,842
5.0	Utility Coordination (Whitson)	\$ 1,798		\$ 38,915			\$ 48,351		\$ 89,065
5.1	PS&E Utility Conflict Maps (GHD)	\$ 24,562							\$ 24,562
5.2	PS&E Utility Relocation Cost (GHD/Whitson)	\$ 5,023		\$ 5,193					\$ 10,215
6	Community Outreach	\$ 277,470	\$ -	\$ -	\$ 65,710	\$ -	\$ -	\$ -	\$ 343,180
6.1	Community and Stakeholder Meetings and Design Workshops	\$ -							\$ -
	Agency Outreach	\$ 41,761			\$ 7,300				\$ 49,061
	Focus Groups (8)	\$ 25,842			\$ 7,920				\$ 33,762
	eNewsletters (6)	\$ 3,026			\$ 7,080				\$ 10,106
	Community Presentations (15)	\$ 65,446			\$ 5,250				\$ 70,696
	Workshops (6)				\$ -				\$ -
	Online Work Shops	\$ 38,743			\$ 10,720				\$ 49,463
	Workshop Promotion Strategies	\$ 2,994			\$ 5,820				\$ 8,814
	Project Website	\$ 11,523			\$ 10,800				\$ 22,323
	Social Media	\$ 1,040			\$ 5,120				\$ 6,160
	Collateral Development	\$ 14,536			\$ 5,700				\$ 20,236
	Visualization Development	\$ 13,286							\$ 13,286
6.2	Grant Support (GHD)	\$ 28,113							\$ 28,113

									Total Project Cost	
			Rincon	Whitson	DKS	MMJ	Exaro	Interwest		
GHD Cost			Cost	Cost	Cost	Cost	Cost	Cost		
6.3	Human Centered Design - Optional (GHD)	\$ 33,157							\$ 33,157	
7	Design Services During Construction	\$ 86,908	\$ -	\$ 143,981	\$ -	\$ 27,722	\$ -	\$ -	\$ 258,611	
7.1	Design Support During Advertisement Period (Bid Support) (GHD/MMJ)	\$ 21,673							\$ 21,673	
7.2	Design Services During Construction (GHD/MMJ/Whitson)	\$ 54,109		\$ 5,750		\$ 27,722			\$ 87,581	
7.3	Construction Staking (Whitson)	\$ -		\$ 138,231					\$ 138,231	
7.4	Record Drawings (GHD/MMJ)	\$ 11,126							\$ 11,126	
TOTAL HOURS			\$ 1,388,057	68,882	300,830	71,310	132,094	48,351	115,530	\$ 2,125,053
DIRECT COSTS										
ODC1	Travel Costs	\$ 3,500	\$ 268		\$ 1,500	\$ 600		\$ 870		
ODC2	Per Diem (Meals & Lodging)	\$ 4,000								
ODC3	Visualization	\$ 19,780								
ODC4	Permit & Filing Fees	\$ -								
ODC5	Drilling and Field Investigation	\$ -				\$ 49,369				
ODC6	Laboratory Testing	\$ -								
ODC7	Plotting, Printing Postage	\$ 1,500		\$ 900	\$ 2,000			\$ 203		
ODC8	Staking Materials	\$ -		\$ 2,500						
ODC9	Title Services (9 Properties)	\$ -						\$ 6,750		
ODC10	Primary Appraisal	\$ -						\$ 63,000		
ODC11	Review Appraisal	\$ -						\$ 11,700		
	Estimated Salary Escalation	\$ 12,965		\$ 10,694		\$ 7,214		\$ 1,098		
		\$ -								
TOTAL DIRECT COSTS		\$ 41,745	\$ 268	\$ 14,094	\$ 3,500	\$ 57,183	\$ -	\$ 83,621	\$ 200,410	
TOTAL		\$ 1,429,802								\$ 2,325,464

		GHD COSTS				Subconsultant	Total Cost
		Project Manager	Human Centered Design / Outreach	Engineer	GHD Cost	DKS Cost	
Loaded Rate		\$245	\$260	\$173			
8							\$117,830
8.1	Project Management						
	Project Management	5			\$1,225		\$1,225
	Outreach Plan	8	8		\$4,040		\$4,040
8.2	Mailers						
	Monthly Mailers (5)	20	10		\$7,500	\$24,213	\$31,713
8.3	Electronic Newsletters						
	Electronic Newsletters (15)	45	20		\$16,225	\$45,000	\$61,225
8.4	Project Alignment Exhibits						
	Project Alignment Exhibits			80	\$13,840		\$13,840
8.5	Reimbursable Expenses						
	Printing, Postage, Mailings (740 total)					\$5,787	\$5,787
	Task 8 Total	78	38	80	\$42,830	\$75,000	\$117,830

Note: The postage rate will vary between \$0.555 and \$1.16, it will be billed at cost

Approved Contingency	\$348,819
Total Contract Not-to-Exceed	\$2,792,113



Memorandum

To: Board of Directors
From: Laurie Williamson, Senior Transportation Engineer
Meeting Date: September 22, 2021
Subject: **Property Clean Up Services Contract**

RECOMMENDED ACTION:

Property Cleanup Services Contract:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with Smith & Enright for an amount not to exceed \$120,000.00 to provide on-call property cleanup services over a four-year period;
2. **APPROVE** the use of \$120,000.00 in Right-of-Way Lease Revenue funds for this purpose; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work or change the approved contract term or amount.

SUMMARY:

The Transportation Agency, as part of its management of Agency-owned property, is looking to provide on-call property cleanup services along the Monterey Branch Line and on properties at the former Fort Ord military base.

FINANCIAL IMPACT:

The cost of on-call property cleanup services is estimated at \$120,000, to be funded out of Monterey Branch Line Right-of-Way Lease Revenue funds over a four-year period.

DISCUSSION:

The Transportation Agency owns the abandoned rail line formerly owned by the Union Pacific Railroad, known as the Monterey Branch Line, which includes an area extending from the City of Seaside to the unincorporated community of Castroville within the County of Monterey. The Agency also owns property on the former Fort Ord military base in the vicinity of 1st Avenue, 8th Street, 5th Street and State Route 1.

In recent past, the Agency contracted for a one-time cleanup of the Monterey Branch Line and Fort Ord property. In an effort to provide ongoing maintenance of Agency property, staff received Board authorization in March 2021 to publish an RFP for On-call Property Cleanup Services. In response to that RFP, staff is seeking Board approval to enter into a contract with Smith & Enright to provide on-call property cleanup services for a period of two years with the option to extend for one (1) additional two-year period. This contract will allow the Agency to provide property cleanup services on an as-needed basis and allow for quicker responses to address periodic cleanup needs.

ATTACHMENTS:

- ▢ On-Call Property Cleanup Services Draft Contract

TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND SMITH & ENRIGHT LANDSCAPING, INC
AGREEMENT FOR PROFESSIONAL SERVICES FOR ON-CALL PROPERTY CLEANUP SERVICES
EFFECTIVE: OCTOBER 4, 2021
(LOCAL FUNDING ONLY)

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and Smith & Enright Landscaping, Inc., a C Corporation, 540 Work Street, Suite C, Salinas, CA 93901, hereinafter called "Consultant."

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.

- a) The work is generally described as follows:

On-call property cleanup services

- b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- e) Consultant's project manager shall be the person specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
- f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to

sufficiently address any difficulties or special problems encountered, so remedies can be developed.

g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

2. Term of Agreement. The term of this Agreement shall begin upon October 4, 2021, contingent upon approval by the TAMC Board of Directors, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 28. Unless earlier terminated as provided herein, this Agreement shall remain in force until October 3, 2023. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of One Hundred Twenty Thousand Dollars (\$120,000.00). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
4. Method of Payment/Allowable Costs and Payment. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. Prices and rates of compensation shall remain firm for the initial term of the Agreement. TAMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Consultant shall not levy any additional fee or surcharge of any kind during the term of this Agreement in the absence of a written amendment to this Agreement. Pricing as per this Agreement is inclusive of all applicable taxes.
5. Invoices and Progress Reports. Progress payments may be made monthly, in arrears, based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A, TAMC shall have the right to delay payment or terminate this Agreement in accordance with Paragraph 6 (Termination). Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of an applicable Task Order. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal, including the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement number and project title and Task Order number.

The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of One Hundred Twenty Thousand Dollars (\$120,000.00).

6. Termination.

- a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.
- c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- d) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 7 and 17.

7. Indemnification.

- a. For the purposes of the following indemnification provisions ("Indemnification Provisions"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code Sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.
- b. Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant's liability exceed such Consultant's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against

TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.

- c. Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this subparagraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.
- d. Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

8. Insurance.

- a. Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
 - ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

- ✓ Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims made” basis rather than an “occurrence” basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant’s obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 7.
 - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- b. All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant’s completion of performance hereunder.
- c. Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof.
- d. Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant’s insurance.
- e. TAMC shall not be responsible for any premiums or assessments on the policy.
9. Workers’ Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers’ compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers’ compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer’s liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors’ compliance herewith.

10. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.
11. Retention of Records/Audit. Consultant shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement for a period of three years after final payment under the Agreement. TAMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Consultant and its subcontractors related to services provided under this Agreement.
12. Inspection of Work. Consultant and any subconsultant shall permit TAMC to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.
13. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
14. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
15. Statement of Compliance/Non-Discrimination.
 - a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over

40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

16. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
17. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted Accessibility Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
18. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
19. Delegation of Duties; Subcontracting.
 - a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
 - b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Contract Administrator, except that, which is expressly identified in the approved Budget/Cost Proposal.

- c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
- d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Contract Administrator prior to the start of work by the subconsultant(s).
- e) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

20. Ownership of Data. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.

21. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

22. Prevailing Wages. Consultant shall comply with all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.

23. Conflict of Interest.

- (a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

25. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

26. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

27. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

28. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

29. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be set forth in Exhibit A; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Laurie Williamson. TAMC's Finance Officer is Dave Delfino.

30. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:	Debra L. Hale	To Smith & Enright:	Selena Herrin
	Executive Director		General Manager
	55-B Plaza Circle		540 Work Street, Suite C
	Salinas, CA 93901		Salinas, CA 93901
Tel:	831-775-0903	Tel:	831-758-6766
Fax:	831-775-089	Fax:	831-758-5589
Email:	debbie@tamcmonterey.org	Email:	Selena@SmithEnright.com

31. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

32. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D - Accessibility Best Practices for Documents and Outreach

34. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

SMITH & ENRIGHT

By: _____
Debra L. Hale
Executive Director

By: _____
Richard Enright
Chief Financial Officer

Dated: _____

Dated: _____

By: _____
Selena Herrin
General Manager

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work

This is an on-call contract, which shall be used to provide TAMC with a readily available work force to perform property cleanup services, as TAMC deems appropriate. In general, the work consists of the removal of trash, debris and personal property left on TAMC owned property.

The amount of work to be requested during the life of the on-call contract cannot be well defined at the outset. Work shall be issued on a Task Order basis with a separate Scope of Work and Budget for each task order. In general, the work for each Task Order shall be as follows:

1. Operational Activities (in order):

- A. Attend task order kick-off meeting.
- B. Determine start date and duration of task order.
- C. Notifications (as needed):
 1. Follow OSHA Hazcom standard to notify employees of hazardous/remediation activities by posting a sign on all entry points of work area, including warning signs.
 2. Notification to TAMC of all work start and end dates.
 3. TAMC shall post "Notice to Vacate" signs and notify Contractor of posting date(s). Cleanup operations shall not begin until a minimum of fourteen days after posting. TAMC shall photograph posted Notices to Vacate.
 4. Sites not Noticed: Contractor shall notify TAMC to obtain authorization prior to proceeding with cleanup at sites not Noticed.
- D. Photographic Documentation: Contractor shall photograph cleanup sites before and after cleanup to document condition of the sites and date of the cleanups. Photographs shall be provided to TAMC electronically after completion of the cleanup operations under this contract. Photographs shall include information specifying the date, time and location where the photograph was taken.
- E. Cleanup and debris removal activities:
 1. Contractor shall cleanup sites and other areas as assigned by TAMC. Preparation for cleanups shall include surveying sites, scheduling cleanups with TAMC Staff and security forces, planning for cleanups, and required documentation. Cleanups shall include collecting of debris, shopping carts, e-waste, mattresses, etc., dismantling temporary structures, removing trash and disposing of all debris at the Monterey Regional Waste Management District Landfill or other appropriate disposal site. Contractor shall profile, manifest, and dispose of materials excluded from landfills at a site permitted to accept such waste.
 2. Contractor shall supply all labor, materials, tools, equipment, vehicles, protective clothing and gear, portable bathroom facilities, and other supplies that may be required to remove large quantities of debris, litter and waste. Payment for any items that are not specifically called out in this Scope of Work are to be considered ancillary to the work and no additional

compensations will be allowed. These items include, but are not limited to, hauling and disposal related fees.

3. Technicians will be required on some sites to wear PPE (Personal Protective Equipment)
 4. Technicians will use manual tools to remove all debris including, but not limited to, shovels, rakes and snow shovels.
 5. No heavy equipment is anticipated to be used. Use of heavy equipment will require approval by TAMC.
 6. All hazardous waste will be double bagged in clear and printed 6mil bags and disposed of in accordance with all applicable laws and regulations.
 7. All non-hazardous waste/debris will be hauled off and disposed of at local land fill in accordance with all applicable laws and regulations.
 8. A description of step-by-step activities that will be performed, including use of specific methods (wet methods, hand removal, cutting, grinding, etc.) will be prepared for each task order.
- F. Inspection Procedures:
1. Once all work is completed the Contractor shall request TAMC staff to perform final walk thru of all cleanup sites.
- G. Cleanup and Demobilization activities: Description of methods for cleanup and demobilization of work areas, including equipment and tools used for project.
1. Technicians after end of each shift will cleanup all general areas of all tools and equipment used on the site.
 2. Upon completion of cleanup operations, Contractor shall provide a cleanup report which includes the total weight of debris removed.

2. Communication Information:

A. Contractor:

1. Project Manager: Selena Herrin
2. Field Supervisors: Jose Sanchez and Rich Alcala
3. EHS Rep (if applicable):

3. **Security:** In general, TAMC shall provide security and/or law enforcement during the cleanup operations as needed. At times, the contractor may provide security and/or law enforcement. Contractor to coordinate with TAMC for scheduling purposes.
4. **Invoicing:** Submit complete invoice packages, including backup, to TAMC. All invoice packages shall contain the TAMC invoice cover sheet. Invoicing shall be processed at the completion of each task order for cleanup services.

**Contractor shall provide company and personnel certifications as needed, including certifications, and IICRC Certifications.

EXHIBIT B: Budget

This is an on-call contract. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of One Hundred Twenty Thousand Dollars (\$120,000.00). Work shall be issued on a task order basis with a separate scope of work and budget for each task order.

EXHIBIT C: Invoice Cover Page Format

**On-call Property Cleanup Services
 Smith & Enright Landscaping**

Task Order No

Invoice No

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: Accessibility Best Practices for Documents and Outreach

The following are best practices that TAMC commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind.
 - Example: Have Talk-to-Text capacity available to engage with the hard of hearing.
- Ensure public meeting rooms are set up in a way that is wheelchair accessible.
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way.
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting.
- Develop public workshop handouts in font size 14 (minimum)
 - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type.
- Ensure final document content is at least font size 12 (minimum).
- Utilize proper features in Microsoft Word, including, but not limited to:
 - Alt Text for Images and Tables.
 - “Styles” Feature to add emphasis or titles.
 - Built in “Spacing” feature.
- Indicate at the bottom of a Final Document’s Title Page, an ADA Notice stating:
 - **ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or email ada@tamcmonterey.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility. Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
 - Provide text alternatives for non-text content.
 - Provide captions and other alternatives for multimedia.
 - Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
 - Make it easier for users to see and hear content.

2. Operable

- Make all functionality available from a keyboard.
- Give users enough time to read and use content.
- Do not use content that causes seizures.
- Help users navigate and find content.

3. Understandable

- Make text readable and understandable.
- Make content appear and operate in predictable ways.
- Help users avoid and correct mistakes.

4. Robust

- Maximize compatibility with current and future user tools.

A few key aspects that relate to content to be posted onto the Agency website include:

- Integrating alternative text for images and maps.
- Using distinguishable colors and design techniques that are comprehensible for the color-blind.

For a complete list of WCAG's Guidance, see: <https://www.w3.org/TR/WCAG20/>

If Consultant or subconsultant needs clarification on an ADA best practices, please contact ada@tamcmonterey.org.



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: Salinas land transfer agreement - Lincoln Avenue

RECOMMENDED ACTION:

APPROVE land transfer agreement with the City of Salinas for the properties acquired for the rail station improvements at Lincoln Avenue and West Market Street.

SUMMARY:

Transferring seven parcels of TAMC-acquired properties at the Salinas train station to the City of Salinas was approved in the joint Memorandum of Understanding and enables the City to designate the constructed improvements as a City street and City parking. This land transfer agreement needs to also be approved by the City of Salinas and the California Transportation Commission.

FINANCIAL IMPACT:

The property acquisition phase of the Salinas Rail Extension project was funded by state funding, specifically Traffic Congestion Relief Program (TCRP), and the construction phase was also funded by state funding (State Transportation Improvement Program, STIP, and Proposition 116 Rail Bond funds). Therefore, the transfer of properties from TAMC to the City of Salinas needs to be approved by the state funding agency, the California Transportation Commission (CTC).

DISCUSSION:

In 2017, TAMC entered into a Memorandum of Understanding (MOU) with the City of Salinas and Monterey-Salinas Transit (MST) regarding the Salinas Intermodal Transportation Center (see **web attachment 1**). Pursuant to that MOU, seven properties acquired by TAMC for the project are to be transferred to the City upon completion of the construction of improvements on those parcels, namely the extension of Lincoln Avenue and associated parking. The construction is now complete.

The seven TAMC properties, totaling 2.224 acres, now comprise 1.27 acres for Lincoln Avenue and just under one acre for parking. In order for Lincoln Avenue to become a City street and for the parking to be included in the City's parking inventory, TAMC will transfer the properties to the City, which already owns property around the TAMC-owned parcels. Per the MOU, TAMC also constructed improvements on said City-owned property, including parking, a bus transfer facility, and associated circulation, stormwater and utility improvements.

Attachment 1 is the draft property transfer agreement, which includes the following exhibits:

- A) List of property assessors parcel numbers, addresses, and size (**attachment 2**);
- B) Map showing the original ownership of said properties (**attachment 3**);
- C) TAMC/Salinas/MST Memorandum of Understanding (**web attachment 1**);

- D) Caltrans/TAMC Master Agreement (**web attachment 2**); and
- E) Quitclaim deed template (**attachment 4**).

Once TAMC and the City of Salinas have agreed to this draft transfer agreement, the California Transportation Commission (CTC) will consider approving it. As the City is contemplating this area for transit-oriented development, per its adopted Vibrancy Plan, the CTC wants the City to commit to replacing any displaced parking in a location walkable to the train station. TAMC and City staff developed a proposed parking replacement strategy that includes TAMC-owned property proximate to the train layover facility (now in final design) and setting aside some spaces in the downtown structure, in addition to on-site replacement parking within the future conceptual development. This concept is reflected in **Attachment 5**.

ATTACHMENTS:

- ▢ Draft land transfer agreement
- ▢ Exhibit A - parcel list
- ▢ Exhibit B - parcel map
- ▢ Exhibit E - Quitclaim deed template
- ▢ Parking replacement proposal

WEB ATTACHMENTS:

- [Memorandum of Understanding among the Transportation Agency for Monterey County, the City of Salinas, and Monterey-Salinas Transit District, regarding the Salinas Intermodal Transportation Center, effective February 7, 2017](#)
- [Caltrans/TAMC Master Agreement - State-Funded Transit Projects](#)

TRANSFER AGREEMENT

This agreement (hereinafter referred to as the “Transfer Agreement”) is made on this _____ day of _____, 2021, between the Transportation Agency for Monterey County (“TAMC”) and the City of Salinas, a California Charter City and municipal corporation (“City”). TAMC and City are collectively referred to as the “Parties.”

The Parties hereby agree as follows:

1. TRANSFER

- (a) As part of the Salinas Intermodal Transportation Project, TAMC agrees to transfer and City agrees to accept pursuant to the terms and conditions set forth in this Transfer Agreement, the ten parcels of approximately 2.2 acres of real property located on West Market Street and Station Place in the City of Salinas, County of Monterey, State of California, described in **Exhibit A** and depicted in **Exhibit B**, hereinafter referred to as the “Property.”
- (b) Except as may otherwise be agreed to by the City and Caltrans, CTC, or other state governing authority with jurisdiction over this matter, City agrees that, should future transit-oriented development displace parking on the Property meant for transit users, City is committed to replacing the displaced parking in a location walkable to the Salinas Intermodal Transportation Center, consistent with the terms of the Memorandum of Understanding regarding the Salinas Intermodal Transportation Center (“MOU”), attached as **Exhibit C** and incorporated by this reference.
- (c) City agrees to take the property subject to the requirements of the California Department of Transportation (Caltrans) Master Agreement, attached as **Exhibit D** and incorporated by this reference, which governs the state funding sources used to purchase the properties in question and to construct the project improvements.
- (d) City agrees that it will be acquiring the Property by way of Quitclaim Deed, in a form attached hereto as **Exhibit E** and incorporated by this reference.
- (e) City agrees it will be acquiring the Property, including any improvements thereon, in an “as-is” condition with all faults and conditions then existing, including any hazardous substances or hazardous wastes, whether known or unknown, and City assumes all responsibility for such faults and conditions.

2. TAXES/ASSESSMENTS

TAMC shall pay all real property taxes and assessments due, if any, up to the transfer of the Property.

3. TAMC’S REPRESENTATIONS AND WARRANTIES

TAMC represents and warrants to City that on the date this Transfer Agreement is fully executed, the following conditions apply:

- (a) TAMC has the full right, power and authority to enter into this Transfer Agreement and to perform the transactions contained in it.
- (b) TAMC has indefeasible fee simple title to the Property.

4. NOTICES

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return-receipt requested.

To Transportation Agency for Monterey County	To City
TAMC c/o Executive Director	City of Salinas c/o City Manager
55 B Plaza Circle	200 Lincoln Ave.
Salinas, California 93901	Salinas, California 93931

5. BINDING ON SUCCESSORS

This Transfer Agreement shall be binding on the Parties, their heirs, personal representatives, assigns and other successors in interest.

6. ADDITIONAL DOCUMENTS

The parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Transfer Agreement. TAMC’s Executive Director shall be authorized to execute any documents needed to complete the transaction, including but not limited to any future amendments to this Transfer Agreement, notices, or related documents.

7. SEVERABILITY

If any provision of this Transfer Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired.

8. CAPTIONS

The captions heading the various paragraphs of this Transfer Agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective paragraphs.

9. GOVERNING LAW

This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. ENTIRE AGREEMENT

This Transfer Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought. This Transfer Agreement supersedes all prior discussions, negotiations, agreements and memoranda regarding this Transfer Agreement whether oral or written.

11. AUTHORITY AND EXECUTION

This Transfer Agreement, which is valid only when executed by both parties, constitutes the complete understanding and mutual agreement of the Parties hereto. No oral representation in any manner shall vary the terms hereof or be binding. The individuals executing this Transfer Agreement and any other related written documentation certify that they have authority to bind their respective entities.

12. COUNTERPARTS

This Transfer Agreement may be executed in counterparts, which shall be considered an original and which together shall constitute one document.

The parties have executed this Transfer Agreement as shown below by their duly authorized representatives:

Transportation Agency for Monterey County

Date: _____

By: _____
Debra L. Hale, Executive Director

Approved as to Form:

By: _____
Katherine A. Hansen, TAMC Counsel

City of Salinas

Date: _____

By: _____
Steven S. Carrigan, City Manager

Approved as to Form:

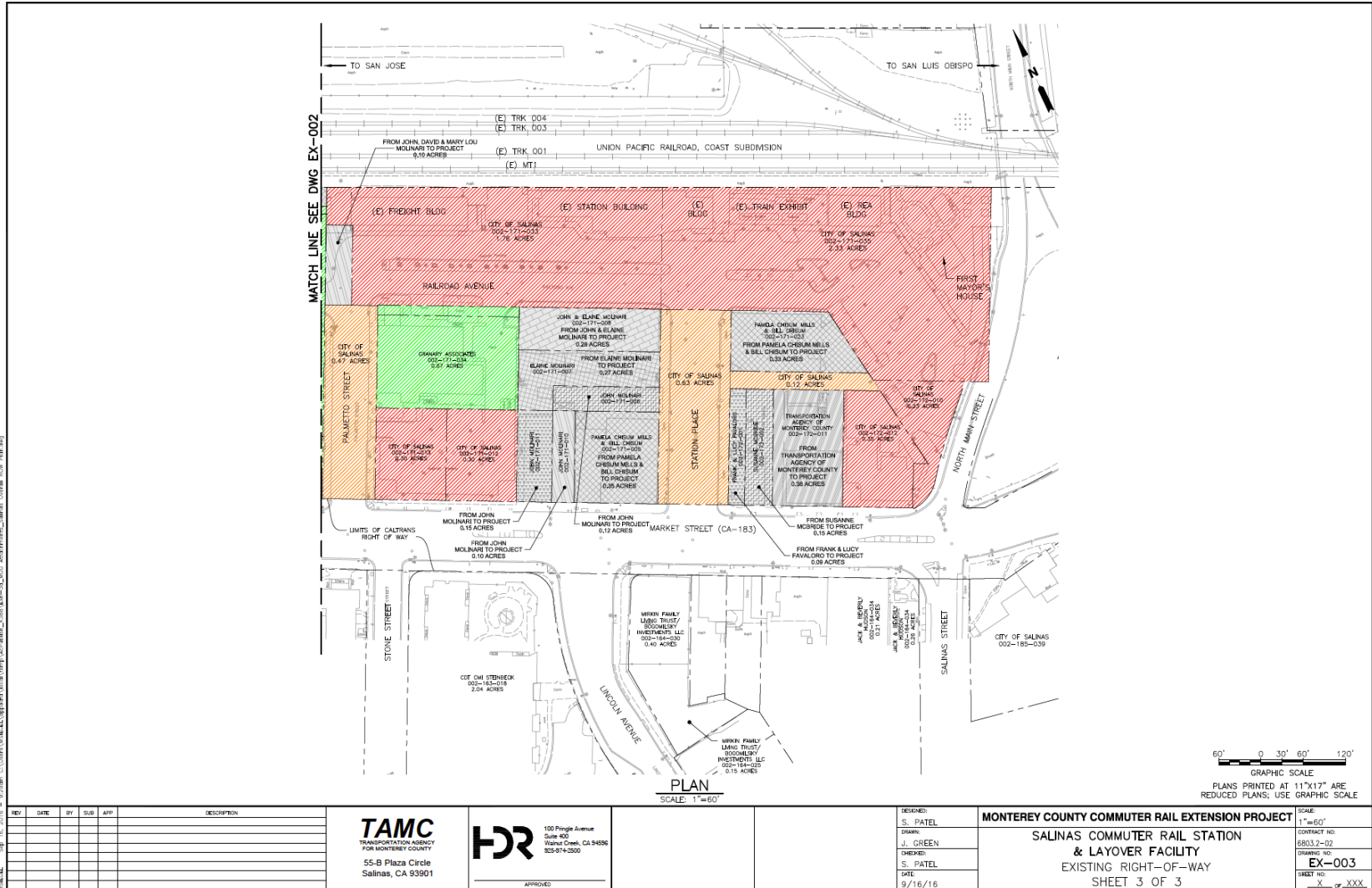
By: _____
Christopher A. Callihan, City Attorney

Exhibit A

Salinas Train Station - TAMC Parcels

Parcel Address	Parcel Number	Total Acreage	Total Square Feet
19 Station Place	002-171-008	0.278	12,110
17 Station Place	002-171-007	0.270	11,761
15 Station Place	002-171-006	0.365	15,899
54 W Market St	002-171-011		
52 W Market St	002-171-010		
42 W Market St	002-171-005	0.355	15,464
18 Station Place	002-171-023	0.328	14,288
30 W Market St	002-172-001	0.099	4,312
26 W Market St	002-172-002	0.148	6,447
20 W Market St	002-172-011	0.381	16,596
	TOTAL	2.224	96,877
	Lincoln Ave	1.270	55,269
	Parking	0.954	41,608

Exhibit B



S:\15_2016 - 92399 - C:\Users\VALENTI.VAGLIANO\OneDrive\Documents\VALENTI_VAGLIANO\92399\92399_003.dwg (2016/08/16 10:04:00) Job: 92399 - Salinas Commuter Rail Plan

REV	DATE	BY	SUB	APP	DESCRIPTION

TAMC
TRANSPORTATION AGENCY
FOR MONTEREY COUNTY
55-B Plaza Circle
Salinas, CA 93901

HDR
100 Pringle Avenue
Suite 400
Watsonville, CA 95096
925-874-2500

APPROVED _____

DESIGNED: S. PATEL	MONTEREY COUNTY COMMUTER RAIL EXTENSION PROJECT SALINAS COMMUTER RAIL STATION & LAYOVER FACILITY EXISTING RIGHT-OF-WAY SHEET 3 OF 3
DRAWN: J. GREEN	
CHECKED: S. PATEL	
DATE: 9/16/16	
SCALE: 1"=60'	

CONTRACT NO: 6803.2-02
DRAWING NO: EX-003
SHEET NO: X of XXX

EXHIBIT E

QUITCLAIM DEED TEMPLATE

RECORDING REQUESTED BY and WHEN
RECORDED, RETURN TO:

City of Salinas
City Manager’s Office
c/o City Manager
200 Lincoln Avenue
Salinas, California 93901

(Space above this line for Recorder’s use)

No Documentary Transfer Tax Required –
Granting and Acquiring Agencies are Political Subdivisions
Of the State of California
No Fee – Government Code 27383

QUITCLAIM DEED

APN: **XXX-XXX-XXX**

The Transportation Agency for Monterey County TAMC, a public agency created under California law (hereinafter referred to as “TAMC”), does hereby remise, release, and forever quitclaim “as is” to the City of Salinas, a California City (hereinafter referred to as “City”), all of its rights, title, and interest in the real property situations in the County of Monterey, State of California, described as follows:

Assessor’s Parcel Number: XXX-XXX-XXX

Parcel X, _____, Salinas, CA, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference

TOGETHER, with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with any appurtenance, unto the City, and to its successors and assigns forever.

IN WITNESS WHEREOF, TAMC has caused this Quitclaim Deed to be executed as of the date opposite the signature below.

GRANTOR
Transportation Agency for Monterey County

Date: _____

Debra L. Hale, Executive Director

Approved as to Form:

Katherine A. Hansen, TAMC Counsel

Date: _____

DRAFT

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property convey by the Quitclaim Deed dated _____, 2021 from the Transportation Agency for Monterey County, a public agency created under California law, to the city of Salinas, a California Charter city, is hereby accepted, and the City of Salinas consents to recordation thereof by its duly authorized officer.

GRANTEE
City of Salinas

Date: _____

Steven S. Carrigan, City Manager

Approved as to Form:
City Attorney

Christopher A. Callihan, City Attorney

ATTACHMENT NO. 1 TO QUITCLAIM DEED

Legal Description of the Land

DRAFT

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF _____

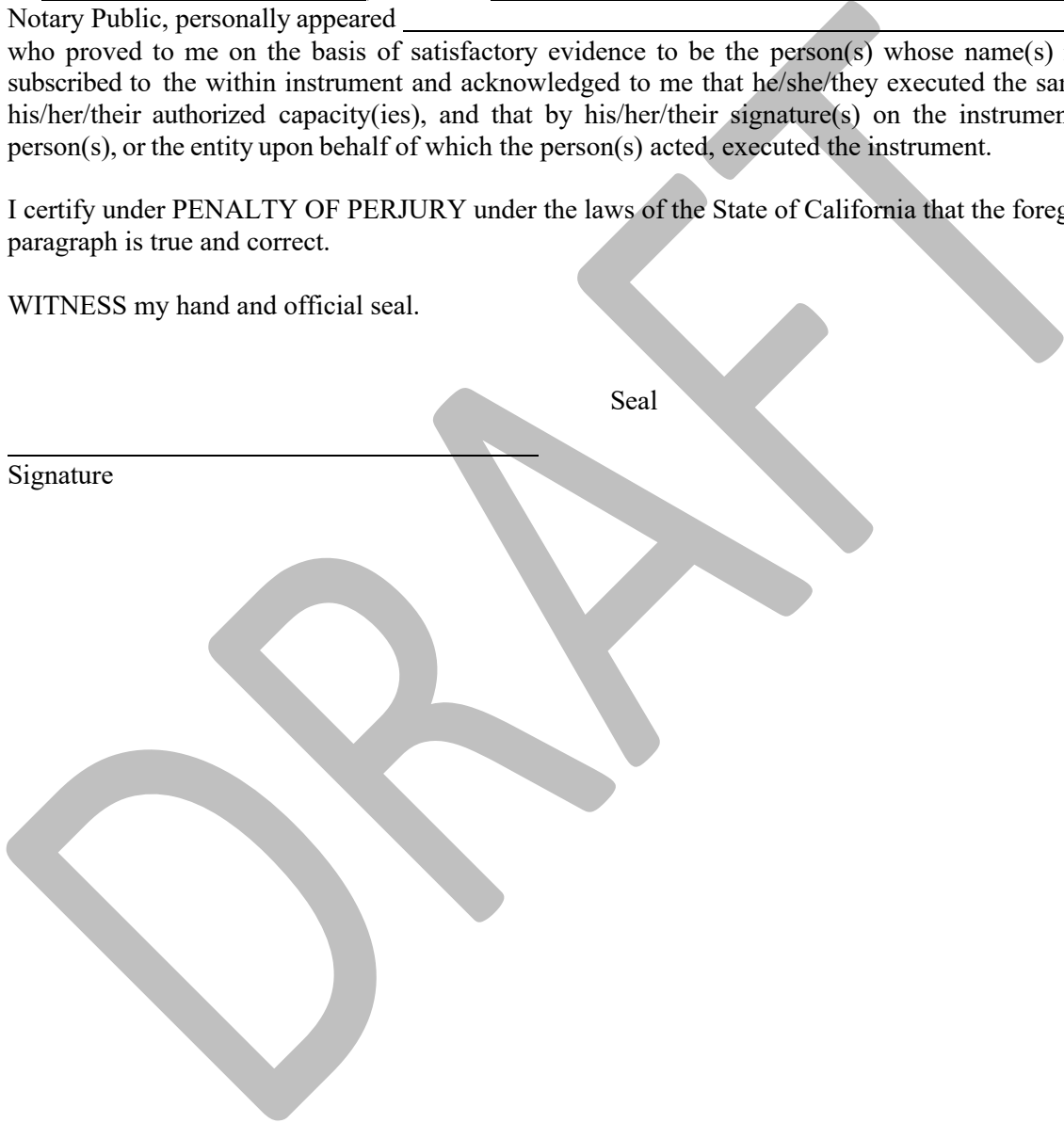
On _____, before me _____,
Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature



ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF _____

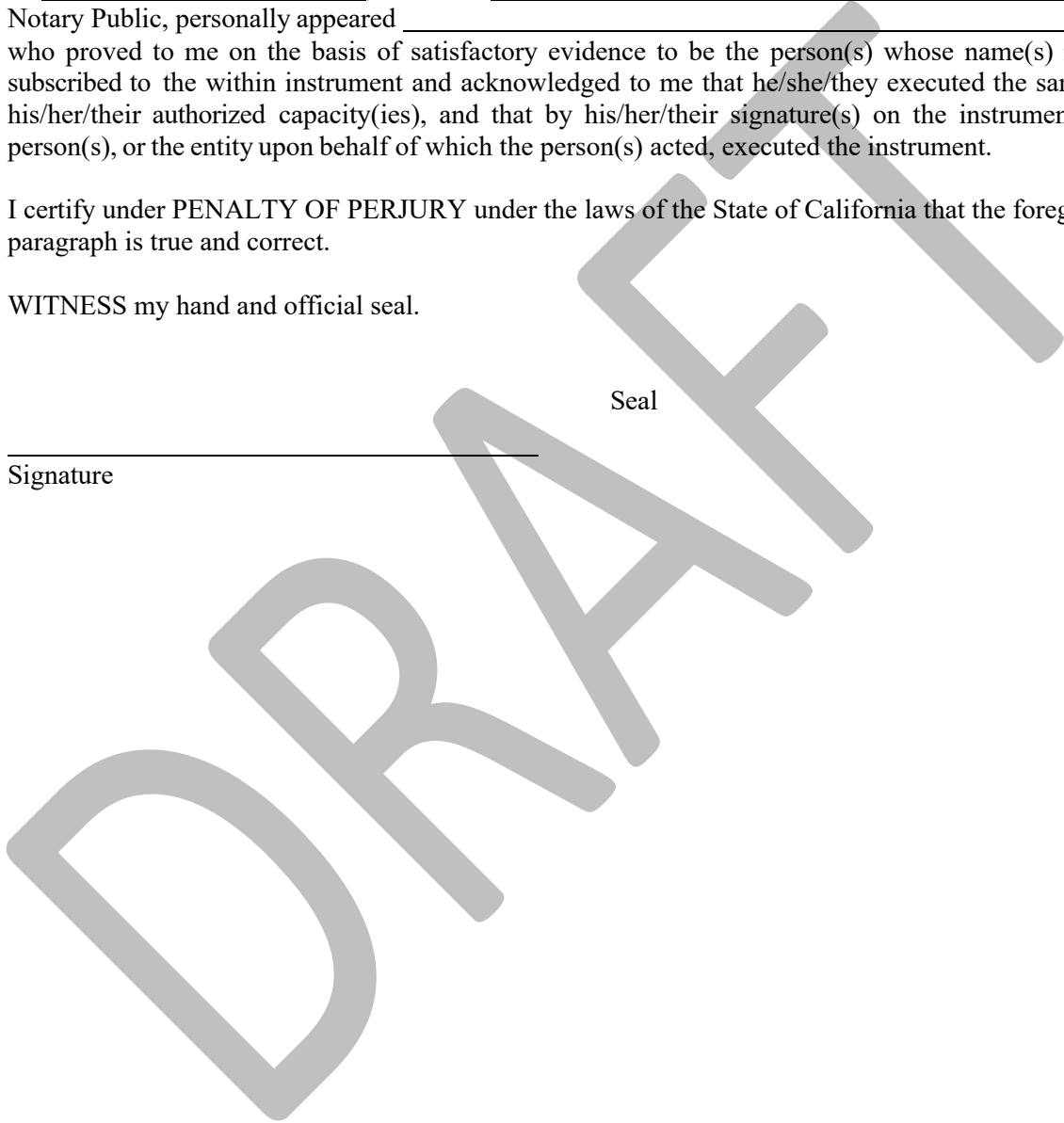
On _____, before me _____,
Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature





CERTIFICATE OF ACCEPTANCE

City Resolution No.: _____

THIS IS TO CERTIFY THAT the interest in real property conveyed by the deed or grant dated _____, 2021 from

TRANSPORTATION AGENCY FOR MONTEREY COUNTY,

to

CITY OF SALINAS, A POLITICAL CORPORATION AND/OR GOVERNMENTAL AGENCY

is hereby accepted by order of the Salinas City Council on _____, 2021, (or by the undersigned officer or agent on behalf of the City of Salinas pursuant to authority conferred by Resolution 5849 of the Salinas City Council adopted on November 22, 1965), and the grantee consents to recordation thereof by its duly authorized officer.

DATE: _____

Kimbley Craig, Mayor



0.20 mile walk to platform

0.12 mile walk to platform
from station

0.36 mile walk to station

0.30 mile walk to station

City of Salinas Replacement Parking Strategy

- Salinas Train Station
- TAMC-owned property where Salinas proposes to construct up to approximately 130 replacement parking spaces
- Existing City-owned parking structure, where the City proposes to dedicate additional replacement parking spaces, depending on the number of spaces displaced



Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: **Monterey County Rail Extension - Union Pacific Property Acquisition**

RECOMMENDED ACTION:

Monterey County Rail Extension - Union Pacific Property Acquisition Request for Proposals:

1. **APPROVE** the scope of work for the request for proposals for real estate acquisition, appraisal, and legal services for Union Pacific Railroad properties for the Monterey County Rail Extension project, subject to legal counsel approval;
2. **AUTHORIZE** staff to publish the request for proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work;
3. **APPROVE** the use of Traffic Congestion Relief Program funds for this project; and
4. **AUTHORIZE** the Executive Director to take such further actions as may be necessary to fulfill the intent of the program, including modifications that do not significantly alter the scope of work.

SUMMARY:

Package 2 (Salinas Layover Facility) and Package 3 (Gilroy Track Improvements) of the Monterey County Rail Extension project potentially require the acquisition of parcels owned by Union Pacific. Staff is seeking proposals from teams of specialists to assist with real estate acquisition, appraisals, and legal services.

FINANCIAL IMPACT:

The cost of real estate acquisition, appraisal, and legal services is estimated at \$190,500, to be funded Traffic Congestion Relief Program funds for the contract period.

DISCUSSION:

The Transportation Agency for Monterey County, as the local lead agency, grantee agency and owner of the Monterey County Rail Extension project, is proposing to extend passenger rail service from Santa Clara County south to Salinas. The service will start with two daily round trips, expanding to up to six round trips as demand warrants. The project provides an alternative to the highly congested US 101 corridor to access to jobs, education, and health care, and improves interregional transportation and air quality. It also promotes mixed-use, transit-oriented development, affordable housing, livable communities and economic growth around the station.

The Kick Start Project is Phase 1 of the overall Monterey County Rail Extension project. The Kick Start Project is focused on improving the existing Salinas train station to accommodate new passenger rail service connecting Salinas to the San Francisco Bay Area, and making track improvements at Gilroy to allow through trains to stop at the Gilroy train station. This Phase 1 is separated into three construction packages:

Package 1: Salinas Station: Lincoln Avenue Extension, circulation, and parking improvements

Package 2: Salinas Layover Facility

Package 3: Gilroy Station & Track Improvements

The right-of-way acquisition necessary for the construction of Package 1 has already been completed and the improvements have been constructed, and the acquisition of five parcels for Package 2 is currently underway. The remaining outstanding parcels that may be needed for Packages 2 and 3 are all owned by Union Pacific Railroad. Agency staff had been in discussion with the Santa Clara Valley Transportation Authority about the potential for their agency to conduct the acquisitions of the parcels located in Gilroy, however the schedule for the project requires this component to move sooner and Agency staff is recommending to now oversee this work.

This Request for Proposals will allow staff to select a qualified consulting team to assist with the potential acquisition, appraisal, and legal issues of the single Union Pacific-owned parcel that may be needed for Package 2 and the four parcels that may be needed for Package 3. The selected consultant team will provide acquisition agent services necessary to negotiate equitable right-of-way agreements, complete the property purchases, conduct property appraisals with review appraisals provided by a sub-consultant, and provide legal advice for all aspects of the acquisitions. For those parcels where agreement is reached, the selected consultant team shall secure title reports, prepare grant deeds, prepare escrow instructions, and coordinate with the Transportation Agency to assure close of escrow and payment to owner.

The proposed schedule for the Request for Proposals is as follows:

Date/ Timeframe	Task
September 8, 2021	Issue Notice of Intent to publish Request for Proposals
September 22, 2021	Distribute RFP
October 6, 2021	Deadline for questions and/or requests for clarification or exceptions by 12:00 pm noon PST
October 28, 2021	Proposals due by 12:00 pm noon PST
November 1, 2021	Review and rank proposals
Week of November 8, 2021	Hold interviews (if necessary)
November 12, 2021	Determine top ranked consultant, send Tentative Award letter, negotiate contract
December 1, 2021	Bring contract to TAMC Board for approval

ATTACHMENTS:

- Monterey County Rail Extension - Union Pacific Property Acquisition RFP Scope of Work

ATTACHMENT A: SCOPE OF WORK

The Transportation Agency may require the appraisal and acquisition of the following properties for the Monterey County Rail Extension project:

Location	Parcel	Appraisal & Acquisition
Salinas	002-021-014	Full / Fee / Permanent
Gilroy	841-16-123	Full / Fee / Permanent
Gilroy	841-13-023	Full / Fee / Permanent
Gilroy	841-14-072	Full / Fee / Permanent
Gilroy	841-14-058	Full / Fee / Permanent

Acquisition:

The real estate acquisition consultant team shall provide right-of-way negotiation services for up to five parcels or portions thereof. The consultant team shall provide the acquisition agent services necessary to negotiate an equitable right-of-way agreement and complete the property purchases with Union Pacific Railroad. For those parcels where agreement is reached, the consultant shall secure title reports (as part of Agency's escrow costs), prepare grant deeds, prepare escrow instructions, and coordinate with the Agency to assure close of escrow and payment to owner. The consultant team shall maintain diaries for all the parcels. Other parties under separate contract with the Agency will conduct engineering services (including hazardous materials investigations).

Appraisal / Review Appraisal:

The consultant team shall also provide right-of-way appraisal services. The consultant team shall provide complete appraisals and the appraisals shall conform to the standards prescribed by the Federal and State Uniform Relocation Assistance and Real Property Acquisition Policies Acts, the Federal Transit Administration or Federal Highway Administration procedures, and Caltrans procedures. The consultant team shall also provide review appraisal services as a separate sub-consultant that is not affiliated with any of the other firms on the consultant team. The consultant team appraisers shall coordinate with the review appraiser and consultant team's legal advisors to incorporate comments into appraisals, as necessary.

Legal Services:

The consultant team shall also provide legal administrative services necessary to acquire properties in coordination with the real estate acquisition consultant, appraisers, and review appraisers. The real estate consultant team shall provide oversight to include continuous review and evaluation of the process to ensure compliance with statutory and regulatory requirements including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Act), 49 CFR Part 24 (the Regulations by which all Federal projects must follow), applicable Federal Transit Administration Circulars, State of California Department of Transportation Right of Way Manual, and all other State and federal standards for right-of-way acquisition for transportation, transit, and/or rail projects using federal funds. Although this contract is funded via state-only funds, the project may in the future be eligible for federal

funding, and the right-of-way acquisition process must adhere to all federal regulations, in addition to the applicable state regulations.

Tasks:

Work on each task, or portion of a task on a parcel-by-parcel or group of parcels basis, will be initiated by the Transportation Agency for Monterey County when it issues a separate deliverable-related written Notice to Proceed to the consultant.

Costs and work hours are estimated for each task, but the contract allows the Transportation Agency Project Manager to shift hours or funds between tasks and deliverables as needed.

1. Once given a notice to proceed, the consultant shall review all documents and materials provided by TAMC related to the existing and on-going property negotiations.
2. Once given a notice to proceed, within 30 days, consultant shall coordinate with the Agency's acquisition agent to prepare an acquisition plan and schedule for conducting the property purchases in sufficient detail to show the individual steps.
3. The consultant team shall identify all interests, including any subordinate interests, which may be adverse to the Agency's proposed use of the properties for the Salinas Rail Extension project. Interests to be acquired or cleared include, but may not be limited to, the fee, lease interests exceeding thirty (30) days, occupants, advertising structures, easements inconsistent with the Agency's use and subordinate interests; e.g., deeds of trust, bonds, etc.
4. The consultant team shall prepare Purchase Agreements, Grant and Easement Deeds, and Certification of Tenants and other pertinent documents for each property to be acquired. If non-residential lessees or tenants are in occupancy, the consultant is to prepare Offset Statements. If owner occupied, the consultant is to prepare a certification of occupancy. All documents will be approved by the Agency.
5. The consultant team shall perform all acquisition duties up to and including close of escrow and receipt of policy of title insurance.
6. The consultant team shall conduct appraisals in accordance with Caltrans standards, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and appropriate Uniform Standards of Professional Appraisal Practice (USPAP) guidelines. The work shall begin upon notice to proceed and be completed within 30 days of receipt of the preliminary title report and hazardous materials assessment provided by TAMC.
7. Per Federal and State regulations (Uniform Act), qualified reviewing appraisers shall examine all appraisals to assure that they meet applicable appraisal requirements and the consultant shall make all necessary corrections or revisions. The consultant shall ensure the appraisals meet all Federal and State regulations.

8. Consultant team shall provide written monthly reports on the status of parcels identified for acquisition, as well as verbal updates as necessary, to Transportation Agency staff.
9. The consultant shall attend "Project Team Meetings", which may be held via phone, videoconference, or in-person for site inspections, when necessary and as requested by TAMC.
10. Work conducted by consultant team legal advisors shall be performed in coordination with the right of way Acquisition consultant to ensure compliance with all relevant federal and state rules and regulations.
11. The consultant team legal advisors shall review all appraisals for legal compliance and notify TAMC of potential issues.
12. The consultant team legal advisors shall coordinate with the right of way consultants on all aspects of the project, when necessary, including, but not limited to, review of a Real Estate Acquisition Management Plan and schedule for conducting the property purchases.
13. The consultant team shall coordinate with the hazardous materials and other relevant project team consultants, when necessary, to identify and notify TAMC of parcels with environmental damage and assist the relevant project team consultants in the development of strategies for remediation, to ensure compliance with federal and state rules and regulations.
14. The consultant team legal advisors shall coordinate with the acquisition consultants in the preparation of Rights of Entry and all necessary related documentation.
15. The consultant team legal advisors shall coordinate with the acquisition consultants in the preparation of offer letters.
16. The consultant team shall attend hearings and Board of Directors closed sessions, as needed.
17. Consultant team shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
18. Consultant team represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
19. Consultant team, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and

regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: September 22, 2021
Subject: Salinas Rail Project - HDR Packages 2 & 3 Final Design Contract Amendment 2

RECOMMENDED ACTION:

Salinas Rail Project Packages 2 & 3 - HDR Engineering Contract Amendment #2:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #2 with HDR Engineering Inc., subject to approval by Agency Counsel, in an amount not to exceed \$284,938, for a total not-to-exceed contract amount of \$3,939,610, to complete the design work for Package 2, Salinas layover facility and Package 3, Gilroy track connections;
2. **AUTHORIZE** the use of reserves or state funds budgeted to this project that may become available;
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount; and
4. **APPROVE** sole source finding.

SUMMARY:

The Salinas Rail Extension Kick Start Project, package 2 (Salinas layover facility) and package 3 (Gilroy track connections) are at 75% design. HDR Engineering, Inc. was originally hired for this work in April 2020 after a formal Request for Proposals process. The contract now needs to be amended to add funding to the contract for the following unforeseen activities: 1) additional work on 10th Street and Luchessa Avenue in Gilroy, as required by the California Public Utilities Commission (CPUC) per a site meeting on August 24; 2) geotechnical investigations beyond what was anticipated in the scope of work; 3) additional level of effort on the 90% plans in Gilroy and Salinas per coordination with multiple partner agencies; and 4) additional traffic analysis on 10th Street per the CPUC. Staff recommends a sole source finding for this proposed amendment #2 based on the related nature of the tasks and efficiencies involved.

FINANCIAL IMPACT:

This increase of \$284,938, added to the amendment 1 funding increase of \$467,457, represents a 24% increase from the original 2020 contract budget of \$3,187,215. The budget for the contract, as amended, would have a not-to-exceed amount of \$3,939,610, funded through Traffic Congestion Relief Program funding allocated to this project and Agency reserves, until new state project funding becomes available.

DISCUSSION:

The Salinas Rail Extension Kick Start Project Packages 2 and 3 are currently at 75% design. HDR Engineering is updating the designs based on feedback from Caltrans, Caltrain, the City of Salinas, the City of Gilroy, the Santa Clara Valley Transportation Authority (VTA, who owns the Gilroy train station), Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC).

Design review meetings with Caltrain, Caltrans, Amtrak, VTA, UPRR and the Cities of Gilroy and Salinas, and an on-site diagnostic with the CPUC and UPRR have been held over the last several months. Those meetings have brought to light several issues that

were not contemplated in the original contract's scope of work.

Design changes were identified by the CPUC during the diagnostic review include the following:

1. 10th Street - signing and striping, pre-signal on westbound approach to crossing, full pedestrian improvements at all four quadrants, median islands, street lighting, and other relevant improvements;
2. Luchessa Avenue - pavement rehabilitation, signing and striping, median islands, street lighting, and other improvements; and
3. Additional traffic analysis on 10th Street.

The CPUC also identified other improvements that fall to the City of Gilroy to repair existing deficiencies.

Other improvements included in this amendment due to coordination with other entities include:

1. Geotechnical investigations - additional effort due to challenges and delays in getting access for this work in Gilroy and Salinas.
2. The City of Gilroy requested a sidewalk on 10th Street.
3. Caltrans requested consideration of a platform 24 inches above top of rail in Salinas.
4. VTA requested assistance in coordination on a proposed transit-oriented development in Gilroy.
5. Caltrain requested revisions to the buildings in Salinas and Gilroy.
6. The City of Salinas requested multiple presentations and revisions to the platform furnishings in Salinas.
7. Amtrak requested coordination on platform improvements in Salinas.

This amendment removes the optional item of overflow parking in Salinas, per direction from City staff that parking constructed in Package 1 is sufficient for all needs at the station. Amendment 2 redirects the \$197,031 approved in Amendment 1 for that optional task to the new activities identified in the revised scope of work for Amendment 2.

Staff believes it is most appropriate to do a contract amendment with HDR to add funding to this contract and recommends a sole source finding. **Attached** are the contract amendment #2, revised scope of work (Exhibit A-2), and the revised budget (Exhibit B-2).

ATTACHMENTS:

- Draft Amendment 2 with HDR

AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
HDR ENGINEERING, INC.

THIS AMENDMENT NO. 2 to the agreement dated April 22, 2020, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and HDR Engineering, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on April 22, 2020, hereinafter referred to as "Agreement";
- B. **WHEREAS**, the Agreement relates to the Salinas Rail Extension Kick Start Final Design: Packages 2 & 3 (the "Project"), for which Consultant is to provide final design, design support during construction and as-built designs after construction;
- C. **WHEREAS**, the Agreement contains a not-to-exceed amount, which may be amended only by the written agreement of the parties, and which establishes the maximum amount of costs which may be incurred under the Agreement;
- D. **WHEREAS**, on April 28, 2021, TAMC and Consultant amended the agreement, to increase the maximum amount payable in order to add new tasks to the project scope of work related to the six-train layover facility in Salinas and right-of-way acquisition in Gilroy;
- E. **WHEREAS**, TAMC and Consultant desire to amend the agreement, to increase the maximum amount payable in order to add new tasks to the project scope of work related to roadway and pedestrian crossings in Gilroy and the proposed buildings in Salinas and Gilroy;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. BUDGET AND TOTAL COMPENSATION

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-2 and shall be effective upon execution. Exhibit B-2 is attached hereto as Exhibit B-2 and provides for the addition of Two Hundred and Eighty Four Thousand, Nine Hundred and Thirty Eight Dollars (\$284,938) for a new not-to-exceed amount of Three Million, Nine Hundred Thirty Nine Thousand, Six Hundred and

Ten Dollars (\$3,939,610). Exhibit B-2 replaces previous versions of the Budget in the contract.

2. SCOPE OF WORK

The Scope of Work attached to the Agreement as Exhibit A is hereby replaced with the Scope of Work attached hereto as Exhibit A-2.

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Agreement with HDR Engineering, Inc.

TAMC:

HDR ENGINEERING INC.:

Debra L. Hale
Executive Director

Holly Kennedy
Senior Vice President

(date)

(date)

Approved as to form:

TAMC Counsel

(date)

PROJECT UNDERSTANDING

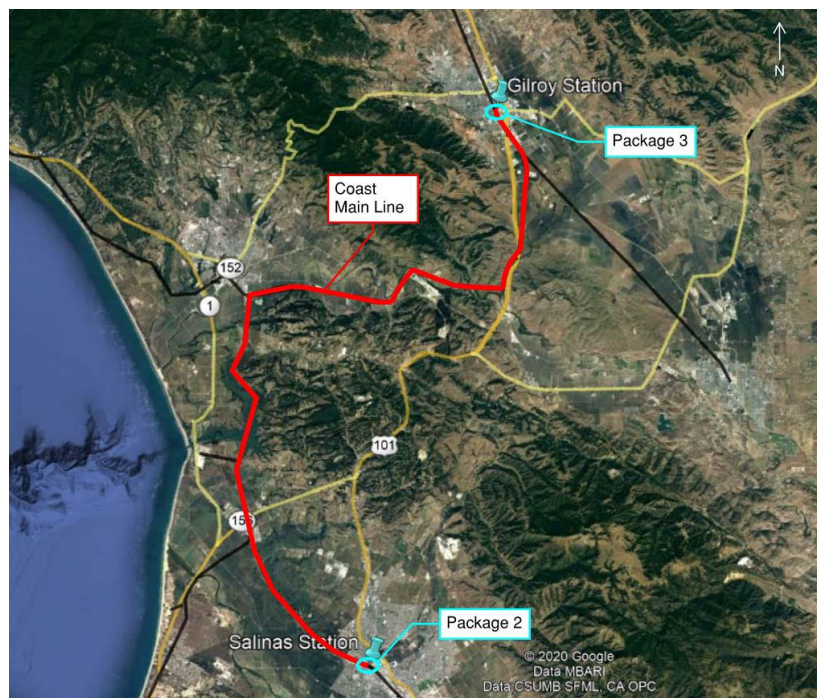
The Transportation Agency for Monterey County (TAMC) has been working to extend passenger rail service from Santa Clara County to the Monterey County by way of the “Monterey Rail Extension Project.” The project is anticipated to ultimately provide six daily roundtrip passenger rail service between Gilroy and Salinas, California, on the Union Pacific Railroad (UP) Coast Subdivision with intermediate stations in Watsonville/Pajaro and Castroville. The plans for the full build-out project were developed to 60% design level in 2010.

To utilize the state and local funding secured, TAMC identified a minimum operable segment and supporting infrastructure improvements referred to as the “Kick-Start” project. The Kick-Start project will provide two daily roundtrip passenger rail service between Gilroy and Salinas Station. The passenger rail service operator was identified as Capitol Corridor Joint Powers Authority (Capitol Corridor). The project was divided into the following three packages:

- Package 1 - Salinas Station Bus Facility, Parking Lot and Lincoln Avenue Extension Improvements
- Package 2 - Salinas Train Layover Facility and Platform Improvements
- Package 3 - Gilroy Station Track Access Improvements

Package 1 is currently under construction. Package 2 and Package 3 were developed to 75% PS&E and placed on hold in 2016. Since being placed on hold, the proposed passenger rail service provider has been changed to Peninsula Corridor Joint Powers Board (Caltrain).

This scope of work is for the preparation of the final design, specifications and estimate for Package 2 and Package 3. It does not include design work for the improvements on the Coast Main Line track.



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Task 1. Kick-off Meeting and Document Review

HDR will meet with TAMC Agency staff to discuss the project developments since the 75% PS&E was prepared in 2016. This meeting will be the start of a verification and validation process where HDR will verify whether the design meets the current design criteria for Caltrain and UP. HDR will identify Caltrain engineering design, operations, maintenance, and other standards that would impact the development of PS&E. HDR will prepare a list of current design deviations from UP and Caltrain standards as well as a description the constraints and design changes required for each to meet standard. This list will be used to identify any high-risk design deviations with TAMC.

HDR will hold in-person kick-off meetings with the following key stakeholders: Caltrain, City of Salinas, and City of Gilroy. The purpose of these meetings will be to re-introduce stakeholders/partners to the project, explain the project background and design history, and seek to understand their perspective on any potential required design modifications. HDR will also seek to confirm stakeholder review processes and review durations.

At the completion of the document review and stakeholder meetings, HDR will present its findings and a go-forward work plan and associated project schedule.

Key Understandings:

- Assumes four (4) in-person meetings

Deliverables:

1. List of design deviations from current UP and Caltrain standards
2. Meeting notes
3. Work Plan and Schedule

Task 2. Project Management

Project administration and management activities consist of project file setup both within HDR's ProjectWise system and paper files, contract administration, developing sub-consultant agreements, monthly progress reporting and invoicing, correspondence and communication with the project team, document control, and task management. Coordination with the team will consist of regular phone and email contact in addition to weekly meetings.

HDR will provide overall Project administration and management activities that include:

- Contract administration and development of sub-consultant agreements
- Track overall project schedule and design costs.
- Monthly progress report and invoice submittals
- Project file set up and document control
- Develop and implement quality management plan (QMP)
- Develop and manage of the Project CPM schedule
- Develop and manage the Project Risk Register
- Bi-weekly conference calls with TAMC

- Bi-Monthly Coordination calls with stakeholders
- Supervise and coordinate all design activities including regular internal team meetings

Key Understandings:

- The project management task assumes a duration of 24 months for the design phase.
- Project Management activities for Optional Task 10.6 – Design Services during construction is included within that task.

Deliverables:

1. Monthly Invoices and Progress Reports
2. Quality Management Plan
3. Project CPM Schedule
4. Project Risk Register
5. Meeting Minutes

Task 3. Union Pacific Coordination

Any effort to plan, design, and implement an extension of passenger rail service on the Union Pacific Coast Subdivision and to develop any required infrastructure improvements needed to accommodate the service will require the engagement of UP.

Task 3.1 – Union Pacific Coordination

HDR will work with TAMC to engage key decision makers at UP and schedule an in-person preliminary coordination meeting. TAMC will inform relevant state (California State Transportation Agency/Caltrans) and Caltrain personnel on these discussions. The purpose of the meeting will be to provide project background and updates, launch initial discussions regarding the potential implementation of twice daily passenger rail service between Gilroy and Salinas, and consider the related design of the Package 2 and Package 3. A few goals of this preliminary coordination with UP is to:

1. Identify any current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimal transportation system performance over the Coast Line.
2. Confirm the proposed interface of the UP Coast Subdivision with the current and anticipated future Amtrak, Caltrain, and UP trains and services. Additional interface will be considered for the California High Speed Rail Authority services and UP at Gilroy and any impacts it may have on the development of final PS&E for Package 3.
3. Learn about any potential objectives, barriers, challenges, constraints, risks, needs, and opportunities for potential projects associated with the implementation of additional passenger rail services between Gilroy and Salinas from the perspective of UP and Caltrain.
4. Identify any recent changes in UP engineering design, operations, maintenance, and other standards or requirements that would impact the development of PS&E for Package 2 and Package 3, submittal reviews, and anticipated project schedule.
5. Consider potential Coast Main Line Improvements that UP may require on the UP Coast Subdivision to accommodate the additional passenger trains between Gilroy and Salinas, and

identify preferred method for identifying such improvements (e.g., railroad operations modeling, Optional Task 10.1 in this contract). Note that UP has an obligation to protect its franchise, capacity, and access; maintain its ability to efficiently serve current customers and accommodate any future growth in freight traffic; enhance safety; and minimize any potential impacts to existing and anticipated future freight and passenger railroad operations over its network. Therefore, UP may require that investment be made to provide the targeted infrastructure necessary to mitigate these and other impacts.

Following the preliminary meeting, TAMC and HDR will continue regular coordination with UP as required to support project development at key milestones. A few critical goals of this routine communication is to continue to:

1. Identify any current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimal transportation system performance over the Coast Line.
2. Confirm the proposed interface of the UP Coast Subdivision with the current and anticipated future Amtrak, Caltrain, and UP trains and services. Additional interface will be considered for the California High Speed Rail Authority services at Gilroy and any impacts it may have on the development of final PS&E for Package 3.
3. Learn about any potential objectives, barriers, challenges, constraints, risks, needs, and opportunities for potential projects associated with the implementation of additional passenger rail services between Gilroy and Salinas from the perspective of UP and Caltrain.
4. Identify any recent changes in UP engineering design, operations, maintenance, and other standards or requirements that would impact the development of PS&E for Package 2 and Package 3, submittal reviews, and anticipated project schedule.
5. Consider potential Coast Main Line Improvements that UP may require on the UP Coast Subdivision to accommodate the additional passenger trains between Gilroy and Salinas.

Key Understandings:

- All communication with UP will be coordinated through TAMC and CalSTA
- Assumes that one (1) in-person preliminary coordination meeting will occur with UP and that TAMC staff and up to three (3) HDR staff will participate. The schedule and location of meeting will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska.
- Assumes that up to four (4) meetings will occur with UP and that TAMC staff and up to three (3) HDR staff will participate. The schedule of meetings will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. Two (2) meetings are assumed to occur in-person and two (2) meetings are assumed to occur by conference call or webinar. In-person meetings, if it is the preference of UP and TAMC, would potentially require TAMC and HDR and to meet with UP in Roseville, California, or Omaha, Nebraska.
- Any coordination with regard to the operation, construction, and maintenance of the passenger rail service and related infrastructure between Gilroy and Salinas will be subject to negotiations and agreements between TAMC, UP, Caltrain, and other parties as appropriate only.

Deliverables:

1. Meeting Agenda
2. Meeting Notes

Task 3.2 - Package 2 and 3 UP Engineering Design Reviews

It is anticipated that UP will require its typical Plan Submittal process be followed for a 10%, 25%, 30%, 90%, and final design review and approvals for the track improvements within UP right-of-way related to Package 2 and Package 3. We assume that there will be two (2) submittals required for the 10% and 25% milestones.

The CPUC On-Site Diagnostic meeting was held on August 24, 2021 subsequent to development of draft 25% plans. Based on the diagnostic team recommendations, HDR will incorporate the following additional improvements into the 25% plans and subsequent submittals:

- 10th Street Grade Crossing
 - Additional signing and striping,
 - Install a pre-signal on westbound approach
 - Full pedestrian improvements at all four quadrants of the 10th Street grade-crossing, including additional sidewalk improvements, gates, signals, signage and tactile warnings
 - Median islands
 - Streetlighting
 - Relocation of the existing rail signal bungalow
- Luchessa Avenue Grade Crossing
 - Pavement rehabilitation
 - Additional signing and striping
 - Median islands
 - Streetlighting

TAMC will lead the development of the Construction and Maintenance Agreement and Public Highway At-Grade Crossing Improvement Agreement with UP. The agreements will address the UP costs to the project, including train wayside signal improvements to the corridor for the additional track. HDR will support TAMC by preparing exhibits and reviewing cost estimates for the improvements. UP will issue the two agreements for the project when the track plans have final UP approval.

Key Understandings:

- TAMC will execute a separate Engineering Reimbursement Agreement with UP for UP to support the review of the project plans during the design development.
- UP will be willing to review the Package 2 and Package 3 design prior to agreement on the Coast Main Line improvements.
- Assumes two (2) submittals of the 10% and 25% design.
- Assumes one (1) submittal of the 30%, 90% and final design.
- TAMC will lead the development of the Construction and Maintenance Agreement. HDR will support TAMC by preparing exhibits and reviewing cost estimates generated by UP.

- The development of the Construction and Maintenance Agreement will be initiated after the 30% approval.
- Design submittals will be in a digital format acceptable to UPRR.
- The City of Gilroy will provide the design for potential pre-signals required due to the City's proposed Luchessa Avenue and Automall Parkway signalized intersection project

Deliverables

- UPRR 10% Submittal
- UPRR 25% Submittal with comment resolution
- UPRR 30% Submittal with comment resolution
- UPRR 90% Submittal with comment resolution
- UPRR Final Submittal

Task 3.3 - CPUC At-Grade Crossing Modification Authorization

The at-grade crossing improvements at 10th Street and East Luchessa Avenue in Gilroy will need to follow the California Public Utilities Commission (CPUC) General Order 88-B (GO 88-B) process to modify the existing crossings. HDR will request the Assessment of Interconnected Highway-Rail Grade Crossing Report from UP to determine if there are any identified recommendations for the crossings.

After UP has approved the 10% design under Task 3.2, HDR will conduct an on-site diagnostic meeting to review the existing conditions and the proposed modifications. The meeting will be attended by all stakeholders including representatives from each of the following: CPUC, UP, Caltrain, City of Gilroy, TAMC, and HDR.

The grade crossing design will be updated per the recommendations of the diagnostic meeting. TAMC may also consider incorporating any recommendations from UP's Assessment of Interconnected Highway-Rail Grade Crossing Report.

HDR will prepare a draft CPUC GO 88-B application and circulate the application and revised design to stakeholders for concurrence. HDR will address any comments and prepare the final CPUC GO 88-B application. It is assumed that TAMC will obtain signatures and formally submit the CPUC GO 88-B application to the CPUC for consideration and approval.

Key Understandings:

- TAMC will obtain signatures and formally submit the CPUC GO 88-B application to the CPUC for consideration and approval.
- The CPUC will issue a final decision regarding the crossings improvements that will be valid for three years. If necessary, extensions can be applied for if the project is not constructed within that period.

Deliverables:

- On site Diagnostic meeting at Luchessa Avenue and 10th Street.
- Draft CPUC GO 88-B applications
- Final CPUC GO 88-B application

Task 4. Topographic Surveys

Design level topographic mapping was prepared previously by BKF for the development of the 75% plans for both Package 2 and Package 3 in 2016. Additional survey will be performed to confirm new existing conditions, including the construction of Package 1, and collect supplemental information needed during final design. Additional field surveys will be collected within the UPRR right of way to collect top of rail points to finalize the track design. After the 75% PS&E review period, the design team will identify the survey needs and initiate the field surveys to support development of the design. In addition, pothole surveys will be collected to support of Task 5 – Utility Investigations.

Key Understandings:

- Forty (40) hours of field survey have been assumed for this task. Any additional survey requirements may require additional budget.
- The resulting product will be survey points.
- It is assumed that the aerial topo mapping used for the 75% submittal will continue to be used by the project.
- It is assumed that surveys for potholes will be conducted with other necessary topographic field surveys.
- The found City benchmarks and control set by BKF for the 75% submittal will be used for Package 2 and Package 3. No new control will be required by the project.
- All permits required for field investigation and survey will be billed as other direct costs to the TAMC.

Deliverables:

1. Field Survey Points
2. Survey Control Drawing

Task 5. Utility Investigations

Since it has been years since the existing utility mapping was developed for Package 2 and Package 3, it will need to be verified to reflect current conditions.

HDR will perform a Design Inquiry using the Underground Service Alert (USA) North website, to develop a list of utility owners who may have facilities within the proposed construction limits. HDR will contact the utility owners to verify if they have facilities within the proposed construction limits and request copies of their utility facility maps. The UP Fiber Optic Hotline ((800) 336-9193) will be contacted to determine location and status of fiber optic infrastructure within UP right-of-way.

The information obtained will be used to refine the 75% mapping of the existing utility facilities and determine whether utility location verification measures may be required. HDR assumes that twenty (20) potholes will be necessary to verify horizontal and/or vertical location of key existing utilities.

Where conflicts between the proposed design and existing utilities appear to be probable, HDR will coordinate with the utility owners to determine options for avoiding or relocating the affected utilities.

HDR will request as-built plans from utility owners if necessary to better refine our existing utility mapping in areas of potential conflicts. HDR will follow the utility relocation procedures outlined by Caltrans in the Caltrans Right of Way Manual, Chapter 13 for utility relocations outside of the UP right of way.

Utilities that are located within UP right-of-way may have special rights that are unique to their agreement with UP that affect who pays for relocations. HDR will obtain copies of agreements between UP and utilities that are located within UP right-of-way to verify these rights. HDR will coordinate with both UP and the owner(s) of utilities within UP right-of-way to resolve utility conflicts within the UP right-of-way.

HDR will maintain and update a Utility Contact Log to document our contacts with utility owners. This will include a summary of current status of each affected utility.

Key Understandings:

- Up to twenty (20) utility potholes will be performed, over a total of up to 5 separate days.
- The contract scope of services does not include geophysical utility locating services such as ground-penetrating radar (GPR) or other similar techniques - if such methods are required, these will be added as additional services.

Deliverables:

1. Utility Contact Log
2. Pothole data
3. Relocation Claim Letters
4. Report of Investigation
5. Notice to Owner Letters
6. Utility Agreements (if required)

Task 6. Geotechnical Investigations

HDR previously performed a geotechnical investigation in support of the proposed improvements at the Salinas Station area for both Package 1 and Package 2. HDR's previous geotechnical investigation included the advancement of five shallow test borings and associated laboratory testing to obtain information on near surface soil conditions beneath the site. We judge that the previously collected information on subsurface conditions is sufficient to support final design. HDR will evaluate and confirm or modify our previous pavement and subgrade preparation recommendations.

For Package 3, HDR previously performed gradation testing on a bulk sample of surface soil taken in the proposed platform extension area to support the design of the platform extension. Since subsurface exploration was previously not undertaken, HDR will perform test borings and associated laboratory testing in order to characterize soil conditions in the proposed improvement areas, including within UP right-of-way. This information will be used to develop pavement section, and platform and track subgrade preparation recommendations in support of the design of these improvements.

Key Understandings:

- Assumes no further geotechnical investigations are required for Package 2
- Five borings to depths of 5 to 10 feet will be completed for Package 3

Deliverables:

1. Draft and Final Package 3 Geotechnical Investigation Memorandum

Task 7. Final Plans and Specifications

HDR will prepare plans and technical specifications for review at the 90%, 100% and Final Design milestones.

Plans will be prepared in US Customary units and comply with UP and Caltrain CAD standards and requirements.

It is assumed that the most current Caltrain Standard Specifications will be used as the basis for the technical specifications for Package 2 and Package 3. Project-specific Supplemental Technical Provisions will be required.

HDR will also work with TAMC, their Construction Manager (CM), MNS Engineers, and TAMC's legal counsel to develop General Provisions (i.e. "Front End") that will work with the Caltrain Standard Specifications and our project-specific Supplemental Technical Provisions. These may consist of modified versions of Caltrain's Standard General Provisions and Supplemental General Provisions.

We assume that construction within the UP right-of-way will be performed by the UP per the UP General Conditions and Specifications and the UP Track Maintenance Field Handbook.

Key Understandings:

- The most current Caltrain Standards will be provided by Caltrain at the onset of this task and be used as the basis for the technical specifications and plans
- TAMC legal counsel will review and provide modifications to the language in the General Provisions
- UP technical specifications will not be prepared by HDR
- The following plan sets are anticipated:
 - Survey Control Plans
 - Demolition Plans
 - Staging and Traffic Handling Plans
 - Site Plan
 - Roadway Plans
 - Grading and Drainage Plans
 - Track Plans
 - Rail Signals Plans
 - Utility Plans
 - Architectural Plans

- Structural Plans
- Communications Plans
- Electrical Plans
- Mechanical Plans

Task 7.1 - 75% Comment Responses and Resolution

HDR will prepare comment responses to the stakeholder review comments provided on the 75% PS&E submittal in 2016. Several years have elapsed since the original 75% PS&E review and Caltrain has a new role on the project as the proposed passenger rail provider. As such, HDR will resubmit the original 75% PS&E package and comment responses to the following reviewing agencies: Caltrain, City of Salinas, City of Gilroy and TAMC.

After the review period, HDR will compile review comments into a comment response table and prepare comment responses. HDR will identify critical comments that will be best resolved through focus meetings. HDR will attend up to three focus meetings to resolve comments and obtain clear direction on the design revisions before proceeding with the 90% P&S.

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 75% PS&E
- HDR will attend up to three (3) focus meetings to resolve new 75% comments

Deliverables:

1. Comment responses to the original 75% PS&E
2. Comment responses to the resubmittal of the 75% PS&E
3. Meeting Notes

Task 7.2 - 90% Plans and Specifications

HDR will use the direction obtained from the 75% PS&E review and focus meetings, to develop 90% plans and technical specifications for submittal to Caltrain, City of Salinas, City of Gilroy, and TAMC. HDR will also prepare the draft General Provisions for TAMC legal counsel review.

HDR will develop a building programming questionnaire to seek Caltrain/PCJPB input on the needs and layout of the Salinas yard crew base building and storage building, and the Gilroy yard storage building. HDR will review Caltrain/PCJPB responses to the questionnaire to develop conceptual recommended layouts for the proposed buildings. HDR will use the agreed upon concepts to redesign the Salinas crew base building and storage building and the Gilroy storage building.

Key Understandings:

- Assumes that communication design for the Package 2 layover facility will include CCTV. Assumes that fire alarm and intrusion detection is not required for the Package 2 layover facility.
- Assumes the communication design for the Package 2 Salinas Station will include TVM, VMS, PA, Fire Alarm and a communication equipment room.
- Assumes that communication design for Package 3 will be limited to the platform extension.

Deliverables:

1. 90% Plans
2. 90% Technical Provisions
3. Draft General Provisions for TAMC review

Task 7.3 - 100% Plans and Specifications

HDR will compile the 90% review comments into a comment response table and prepare draft comment responses. HDR will identify critical comments that will be best resolved through focus meetings with stakeholders. HDR will attend up to three (3) focus meetings to resolve comments and obtain clear direction on the design revisions before proceeding with the 100% P&S. HDR will prepare 100% plans and specifications for submittal to Caltrain, City of Salinas, City of Gilroy, and TAMC.

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 90% PS&E
- HDR will attend up to three (3) focus meetings to resolve 90% comments

Deliverables:

1. 90% PS&E Comment Responses
2. Meeting Notes
3. 100% Plans
4. 100% Technical Provisions
5. Final General Provisions

Task 7.4 - Final Plans and Specifications

HDR will compile the 100% review comments into a comment response table and prepare draft comment responses. HDR will identify critical comments that will be best resolved through focus meetings with stakeholders. HDR will attend up to two (2) focus meetings to resolve final comments and obtain clear direction on the design revisions developing the Final P&S.

HDR will develop draft applications for the necessary construction permits including City of Salinas and City of Gilroy Grading and Drainage Permits and Building Permits. It is assumed that the City of Salinas and the City of Gilroy will provide design reviews during the PS&E review periods. As such, it is not anticipated that that significant comments will be received during permit review.

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 100% PS&E
- HDR will attend up to two (2) focus meetings to resolve 100% comments
- Assumes that the comments will not require significant redesign
- Assumes a maximum four (4) week agency review and approval period for the Final PS&E
- Permit review comments will be minor in nature and will not require redesign.
- The construction contractor will be required to apply for and obtain a City of Salinas Construction and Demolition Waste Permit for demolition of the remaining building to be demolished.

Deliverables:

1. 100% PS&E Comment Responses
2. Final Plans and Specifications
3. Draft and final City of Salinas permit applications
4. Draft and final City of Gilroy permit applications

Task 8. Engineer's Estimate of Probable Construction Cost

The 75% engineer's estimate of probable construction cost for Package 2 and Package 3 was prepared in 2016. HDR will update the estimates to refine the bid items, quantities and unit prices for the 90%, 100% and Final design submittal milestones. The bid item list for the cost estimate will be organized per the Caltrain Standard Specification sections to provide a clear relationship between the items of work and the specifications that apply to each item.

Deliverables:

1. 90%, 100% and Final Engineer's Estimate of Probable Construction Cost

Task 9. Bid Support Services

HDR will work with TAMC and their Construction Manager (CM), MNS Engineers, to provide the following bid support services for the two bid packages:

- Preparation of bid documents
- Prepare for and attend one pre-bid construction conference for each package
- Respond to contractor requests for information (RFI). Assumes 60 RFIs.
- Prepare bid addendums as required. Assumes 10 Bid Addenda.
- Prepare a conformed set of contract documents incorporating any addendums.

Deliverables:

1. Thirty (60) RFI responses
2. Up to ten (10) Bid Addenda
3. Conformed set of contract documents

Task 10. Optional Tasks

Task 10.1 – Railroad Operations Modeling and Analysis

Infrastructure improvements will likely be required by UP on the UP Coast Subdivision between Gilroy and Salinas, California, to host the implementation of two additional passenger trains each way daily. TAMC is currently pursuing the Gilroy Station Access Improvements (Package 3) project and Salinas Train Layover Facility (Package 2) at either end of the approximately 38-mile segment of the UP Coast Subdivision. The extent or scope of any potential Coast Main Line Improvements projects over the immediate corridor segment between Gilroy and Salinas have not been confirmed by TAMC at this time, so it is not currently possible to identify any scope that would be required to design such intermediate improvements until additional railroad and public agency coordination and railroad operations modeling and analysis occurs.

Operations modeling is often used by railroads (including UP) and public transportation agencies (including Caltrain) to identify and validate potential infrastructure and network concepts required to provide the capacity necessary to accommodate current and anticipated future passenger and freight train volumes on a shared-use corridor.

HDR understands that UP and / or the proposed passenger rail service operator Caltrain will require the development of a railroad operations simulation model to assess the implementation of two passenger trains each way daily between Gilroy and Salinas. They will either perform this analysis themselves or through a trusted third party.

HDR proposes to lead the rail operations planning for TAMC as outlined below, subject to TAMC, UP and Caltrain concurrence.

The typical HDR rail operations modeling process includes development of a dispatching model supported by a combination of highly sophisticated rail modeling software, including Rail Traffic Controller (RTC), Viriato, and proprietary software adjuncts. HDR will work with UP and Caltrain to obtain inputs, guidance, and review necessary for development of an operations model supported by RTC to identify potential Coast Main Line Improvements. It is anticipated that the model and its outputs will be used to:

- Understand current UP freight and Amtrak passenger train movements between Gilroy and Salinas and current Caltrain passenger train movements at Gilroy
- Consider how – and if – the expanded passenger rail service is compatible with UP’s current and anticipated future operations on the UP Coast Subdivision
- Confirm the needs and requirements of host railroad UP and public transportation agencies Caltrain and TAMC for implementation of two daily roundtrip passenger trains between Gilroy and Salinas
- Identify, assess, validate, and screen potential infrastructure concepts for the Coast Main Line Improvements that may be needed to accommodate the extension of two daily roundtrip passenger trains between Gilroy and Salinas.
- Support discussions between UP, Caltrain, and TAMC for future project development

Preliminary Railroad and Proposed Passenger Rail Service Provider Modeling Coordination

HDR will facilitate preliminary coordination with host railroad UP and proposed passenger rail service provider Caltrain before operations modeling commences to confirm and solicit inputs for the following, as appropriate:

- Rail network model area
- Modeling scenarios, period, assumptions, and approach
- Existing RTC model developed by UP, if it exists and is available for use
- Railroad operations and infrastructure data inputs to support the modeling (e.g., train operations data, current railroad timetable, special instructions, and track charts)
- Current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimize transportation system performance
- Requirements and appropriate method for protecting proprietary and confidential UP railroad operations data
- Anticipated model outputs, presentation, and schedule for review of modeling outputs

Key Understandings:

- Agreement with UP on what data is considered proprietary and confidential and what can and cannot be shared with other stakeholders or in a public document developed for this project will be confirmed with UP.
- It is assumed that a Non-Disclosure Agreement (NDA) between HDR and UP will govern any sharing of data or modeling results.
- HDR will develop a Data Request List, which will be submitted to UP and Caltrain for review and fulfillment.
- TAMC will provide HDR with railroad operations modeling outputs developed using Viriato software from the TAMC Rail Network Integration Study.
- One (1) separate in-person meeting each will occur with UP and Caltrain and each will be attended by up to two (2) HDR staff. The schedule and location of meetings will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska, and that Caltrain may prefer to meet in San Carlos or Salinas, California. Alternatively, it may be possible for meetings to occur via webinar or conference call.

Deliverables:

1. Data Request List
2. Meeting Agenda
3. Meeting Notes

Rail Operations Modeling Development and Review

The software used for the operations simulation is the Rail Traffic Controller™ operations simulation model, developed and licensed by Berkeley Simulation Software, LLC. Additional data pre and post-processing tools, developed by HDR, will be used to automate the input and output of data from the model.

Cases are run multiple times with randomized freight and passenger train schedules and delays to attempt to replicate the variability of typical passenger and freight rail operations. Upon completion, cases are calibrated and reviewed with the host railroad to confirm that they reflect existing operating patterns, including their normal variability, and normal adverse weather conditions. In order to develop the randomization parameters, the values of parameters such as late-arriving trains, out-of-slot trains, delayed station departures, and trains not operating at planned operating speed are obtained empirically by obtaining actual train delay data or by railroad delay reports.

Several versions of the RTC model will be produced during this task through coordination, inputs, and review from UP and Caltrain. These will include scenarios for Base Year, No-Build, and Full-Build versions. It is assumed that two future service years will be modeled for the Full-Build versions, including: the year the proposed improvements will be completed (Implementation Year) and 10 years after the implementation year. Key rail operating metrics will be compared between the No-Build and Build models to identify and validate that proposed improvements support the overall goals of the project, and will be used by project stakeholders as one tool to determine preferred project infrastructure alternatives for further consideration and potential future design activities. Model cases and potential infrastructure concepts tested during RTC modeling will be confirmed with UP and Caltrain. Details about the anticipated model cases are outlined below:

- 1. Base Model (Existing Conditions; Year 2020):** The Base Model will depict existing infrastructure and passenger and freight train operations in the model area for the Year 2020. The purpose of the Base Model is to validate the accuracy of the model in depicting current rail operations with UP.
- 2. No-Build Model, Implementation Year (Year TBD):** The Base Model will be updated to reflect estimated operations and infrastructure for the project implementation year, to be determined through coordination with TAMC. The No-Build Model will depict operations, as if the proposed Coast Main Line Improvements projects are not built. The No-Build Model will include:
 - Any known planned, programmed, and funded rail infrastructure improvements within the model area that are not associated with any of the improvements that would be constructed under the TAMC project.
 - Estimated future freight volumes, subject to discussion and confirmation with UP.
 - Proposed Caltrain passenger schedules in project area for the year the proposed project is implemented. Future schedules developed using the Viriato software suite by TAMC in a previous study, by rail stakeholders UP and Caltrain, or HDR, will be transferred into RTC using a data bridge previously developed by HDR to facilitate the process.
- 3. Full-Build Models, Implementation Year (Year TBD):** The No-Build Model will be updated to include proposed infrastructure improvements considered for the project through coordination with UP, Caltrain, and TAMC. Up to four (4) concept design alternatives for the proposed Coast Main Line Improvements will be tested.
- 4. No-Build Model, Service Year (10 Years after Implementation):** The No-Build Model for implementation year (TBD) will be updated to reflect estimated operations and infrastructure for the service year 10 years after implementation. This No-Build Model will depict future operations 10 years (subject to confirmation through coordination with UP, Caltrain, and TAMC) after the project was anticipated to be implemented, and would present the conditions as if the proposed improvements for the Coast Main Line Improvements are not built. The No-Build model will include:
 - Estimated freight volumes 10 years after implementation, subject to UP inputs.

- Proposed passenger schedules in model area 10 years after implementation. Future schedules developed using the Viriato software suite, developed by TAMC, Caltrain, or HDR, will be transferred into RTC using a data bridge previously developed by HDR to facilitate the process.
- 5. Full-Build Models, Service Year (10 Years after Implementation):** The No-Build Model will be updated to include proposed infrastructure improvements. Up to four (4) concept design alternatives for the proposed Coast Main Line Improvements will be tested.

Draft results for each of the models and a Draft RTC Modeling Methodology and Outcomes Memorandum will be presented to UP for review. Comments will be used by HDR to revise the draft models and results. Revised draft results will be presented to Caltrain for review. Comments from UP and Caltrain will be used to finalize models and results and a Final RTC Modeling Methodology and Outcomes Memorandum. Final results and memo will be submitted to UP and Caltrain for any outstanding comments and concurrence.

Upon completion of the modeling, HDR will develop order of magnitude level cost ranges for the identified improvements. HDR will meet with TAMC to deliver a summary of the results of the RTC work product.

Key Understandings:

- Internal HDR conference calls and conference calls with TAMC, as required.
- One (1) separate meeting each will be held with UP and Caltrain to review the results of the draft RTC models and assumes one (1) separate meeting each with UP and Caltrain to review the results of the final RTC model. Each meeting will be attended by up to two (2) HDR staff. The schedule and location of meetings will be selected with the goal to respect the availability of railroad and public agency staff and to maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska, and that Caltrain may prefer to meet in San Carlos or Salinas, California. Alternatively, it may be possible for meetings to occur via webinar or conference call.
- Confidentiality agreements between UP and HDR may be required, and would dictate any sharing of data from the railroad or railroad modeling results developed by HDR. Information provided to HDR by UP subject to those agreements may be required by UP to be held confidential by HDR, and not shared with TAMC or other agencies. Work product prepared by HDR will become the property of TAMC as described in the contract between HDR and TAMC. If certain components of the work product are subject to UP confidentiality agreements, those components will not become the property of TAMC.

Deliverables:

1. Meeting Notes
2. Draft RTC Modeling Methodology and Outcomes Memorandum
3. Final RTC Modeling Methodology and Outcomes Memorandum
4. Order of Magnitude Ranges of Costs for Coast Mainline Improvements

Task 10.2 - Design Support for Public Outreach

HDR will support TAMC in their Public Outreach efforts by developing exhibits and visual simulations to facilitate meetings with various public agencies and citizens groups.

Key Understandings:

- This task assumes the development of two (2) visual simulations or exhibits

Deliverables:

1. Draft and final exhibits

Task 10.3 - Design Support for Property Acquisition

TAMC is in the process of acquiring the majority for the properties necessary for Package 2 and Package 3 construction. One property that has not been acquired is a partial take of the UP property (APN 002-021-014) adjacent to the Salinas Layover Facility. BKF has performed boundary surveys on all adjacent parcels. BKF will develop a Plat Map and Legal Description for the partial acquisition of the UP parcel required for Package 2 to support TAMC’s right-of-way team in the negotiation.

In addition, proposed sidewalk improvements along East 10th Street in the city of Gilroy have been added to the scope of Package 3. It is necessary to develop an accurate right-of-way line along the south side of 10th Street to avoid right-of-way impacts from these improvements. BKF will prepare a resolved parcel boundary for the following parcel:

Owner	Address	APN
Revolution Investments LLC	6980 Monterey Rd	841-14-082

BKF will research and obtain filed maps and vesting deeds of the subject parcel. BKF will also perform field survey for the location of the parcel by locating existing parcel corners, if any, street monuments and planimetric items appurtenant to the resolution of the boundary lines of the subject parcel. BKF will prepare notification letter to property owner for site access in order to complete the field survey work.

BKF will add this field collected information to the existing base files and create an AutoCAD drawing of the existing found boundary items. BKF will resolve the boundary based on existing street monuments and any available existing property corners for the subject parcel.

Key Understandings:

- Existing boundary surveys will be sufficient to complete the development of the Plat Map and Legal Description for APN 002-021-014). No further boundary surveys or field work will be necessary for Package 2.
- Plat and legal description will be based on the UPRR record boundary line previously prepared by BKF.
- It is assumed that TAMC will provide the title reports for requested properties.
- Up to one (1) round of review is assumed by TAMC and UPRR.

Deliverables:

1. Plat Map and Legal Description for partial acquisition of APN 002-021-014
2. Resolved parcel boundary for APN 841-14-082

Task 10.3.1 – ROW Services for Gilroy UP ROW

As an optional task, BKF will perform right of way acquisition support services and boundary survey for the following parcels as summarized below:

Owner	APN
UPRR	841-16-123, 841-13-023, 841-14-072 and 841-14-058

BKF will research and obtain filed maps and vesting deeds of the subject parcels. BKF will also perform field survey for the location of the parcels by locating existing parcel corners, if any, street monuments and planimetric items appurtenant to the resolution of the boundary lines of the subject parcels. BKF will process and obtain required permits for the field survey work, including coordination for access and flaggers near the rail and required railroad safety training.

BKF will add this field collected information to the existing base files and create an AutoCAD drawing of the existing found boundary items. BKF will resolve the boundary based on existing street monuments and any available existing property corners for the subject parcel.

A partial right-of-way acquisition or easement from APN 841-16-123 may be required for project improvements. BKF will calculate the location of the Parcel property to be acquired based on the resolved boundary surveyed for APN 841-16-123.

BKF will prepare the legal description and plat for a portion of APN 841-16-123. BKF will also prepare the mathematical closure calculations for checking the bearings, distances and the area shown on the legal description and plat.

BKF will prepare an ALTA survey for the proposed parcel to be acquired from UPRR based upon the UPRR requirement of an ALTA Survey for any UPRR land acquisition.

Because this newly created parcel is not shown on any existing subdivision map, setting the boundary corners for the newly created parcel will require a Record of Survey per the State of California Land Surveyors Act. Based on the new parcel acquisition noted above, BKF will set the boundary corners of the new parcel acquisition and file a Record of Survey with the County of Santa Clara. This post acquisition Record of Survey is prepared showing the results of the field survey and the description and location of the monuments set or found at the exterior boundary corners of subject site Parcel. This Record of Survey is prepared and submitted with the County review fee to the County Surveyor’s Office of Santa Clara County with the referenced maps and deeds used in the preparation of the Record of Survey.

After the review and approval of the Record of Survey by the County Surveyor’s Office, BKF will prepare the original Mylar(s) of the Record of Survey and submit to the County Surveyor’s Office with the recording fee for filing the Survey with the County Recorder’s Office.

Key Understandings:

- TAMC will provide the Title Report for the subject parcel
- TAMC will be responsible for any fees associated with recording, map checking, or filing of the below work
- TAMC will be responsible for any fees associated with encroachment permits from UPRR, PCJPB and Caltrans

Deliverables:

1. Resolved UPRR ROW boundary base file
2. PDF copy of the recorded Record of Survey

Task 10.4 - Storm Water Control Plan

Both the City of Salinas and the City of Gilroy are classified as Phase 1 Municipal Separate Storm Sewer System (MS4) with individual National Pollution Discharge Elimination System (NPDES) permits that regulate discharge of stormwater for their entire cities. The NPDES permit requires a City to adopt and enforce a stormwater ordinance (i.e. the Stormwater Development Standards).

Both the City of Salinas and the City of Gilroy are classified as Phase 1 Municipal Separate Storm Sewer System (MS4) with individual National Pollution Discharge Elimination System (NPDES) permits that regulate discharge of stormwater for their entire cities. The NPDES permit requires a City to adopt and enforce a stormwater ordinance (i.e. the Stormwater Development Standards).

Package 2:

The 75% design of Package 2 included post-construction Stormwater Treatment Best Management Practices (BMPs) in compliance with the City of Salinas Stormwater Development Standards. BKF prepared the Transportation Agency for Monterey County – Salinas Commuter Rail Station and Layover Facility Project Stormwater Control Plan (SWCP), dated November 20, 2018 for Package 1 and Package 2 that was approved by the City of Salinas in on January 16, 2019.

Revisions to the design of Package 2 is anticipated to affect the previously designed and approved BMPs. We have assumed that a new, stand-alone SWCP report will be required for Package 2. BKF will prepare a SWCP that demonstrates the 90% plans and specifications comply with the Salinas Stormwater Development Standards for New and Redevelopment Projects, dated December 2013 (SDS), for Tier 5 projects (that exceed the 22,500 square-foot threshold). BKF will develop the narrative sections, exhibits, and appendices required for Tier 5 projects, and submit the report for City review. BKF will conduct hydraulic modeling and present the results in the SWCP report. A preliminary (draft) SWCP will be submitted to the City for review and comment. Comments will be addressed and a final SWCP will be submitted to the City for approval.

Package 3:

Based on the 75% PS&E, Package 3, the project will create and/or replace between 5,000 and 15,000 square feet of impervious area and therefore qualify as a Tier 2 Project as defined by the City of Gilroy's

Stormwater Management Guidance Manual for Low Impact Development & Post-Construction Requirements, dated June 2015 (Guidance Manual).

For Package 3, the project will be required to design post-construction stormwater BMPs in compliance with the Stormwater Development Standards. BKF will prepare a Conceptual (Preliminary) Stormwater Control Plan (SWCP) and submit it to the City of Gilroy for review and approval.

The SWCP will comply with the Guidance Manual for Tier 2 Projects, including:

- Performance Requirement No. 1: Site Design and Runoff Reduction
- Performance Requirement No. 2: Water Quality Treatment.

Project site information, Drainage Management Areas, BMP sizing calculations will be developed and shown to demonstrate that appropriate BMPs are selected and contain sufficient area to comply with the Guidance Manual. Operation and Maintenance information will also be provided.

Key Assumptions:

- We have assumed the revised Package 2 design will utilize a similar, single-basin BMP that was approved in the approved Package 1 and 2 SWCP. If the revised design utilizes multiple BMPs, an additional service request may be required to perform the additional analyses and documentation.
- For package 2 SWCP, BKF has assumed one round of City comments including a teleconference call with City of Salinas staff to discuss comments and responses. Additional rounds of review or meetings may necessitate an additional service request.
- For package 3 SWCP, BKF has assumed one round of City comments including a telephone call with City of Gilroy staff to discuss comments and responses.
- For package 3 SWCP, Tier 2 Project qualification is based on the following assumptions:
 - The new platform will create and/or replace approximately 3,000 sf of impervious surface.
 - The East 10th Street crossing will create and/or replace approximately 3,200 sf of impervious surface.
 - The East Luchessa Avenue crossing will create and/or replace approximately 2,800 sf of impervious surface.
 - New track segments will be constructed on freely draining stone (no liner or impervious subbase material will be proposed) and therefore qualify as created and/or replaced pervious surface.

Deliverables:

1. Package 2 Stormwater Control Plan (Preliminary and Final).
2. Package 2 response to City of Salinas comments.
3. Package 3 Stormwater Control Plan (Preliminary and Final).
4. Package 3 response to City of Gilroy comments.

Task 10.5 - Hazardous Materials

Building Hazardous Material Sampling and Contaminant Management Plan

Construction of Package 2 and Package 3 may require the demolition of building that may potentially contain hazardous material and may require the excavation of soil contaminated by historic land uses. The optional items presented below are intended to minimize TAMC's potential liability associated with hazardous material, reduce costs from hazardous material characterization and disposal, and minimize delays during construction.

1. As-Needed Sampling and Testing of Building Materials

To facilitate the building demolition and property acquisition, HDR will collect supplemental samples for laboratory testing and assessment of the presence of lead-based paint and asbestos in two buildings – one in Salinas and one in Gilroy. The analytical results will assist with determination of property acquisition, worker protectiveness during demolition/construction and waste disposal activities. Sample collection and testing is intended to supplement existing data previously collected.

2. Contaminant Management Plan and Pre-Construction Waste Profiling

The presence of arsenic in soil greater than State of California screening levels and potential to encounter previously undiscovered contaminants requires worker protection during and after construction. To mitigate impacts to human health, HDR will prepare a Contaminant Management Plan (Plan) so that specific procedures can be identified prior to construction. The Plan will reduce construction delays and costs via the following elements:

- a. Summarize previously collected analytical results collected from the area.
- b. Specify dust control methods to ensure that arsenic and other contaminants do not migrate outside of the construction area.
- c. Identify waste disposal options prior to construction. Utilize generator knowledge and existing analytical results to profile waste planned to be disposed offsite prior to construction. Contact nearby landfills and secure letters of waste acceptance to be included in the Plan to minimize construction delays, onsite soil stockpiling, and specify contaminated soil destination prior to construction.
- d. Identify methods to characterize, manage and dispose of previously unidentified waste to minimize construction delays.
- e. Develop alternate arsenic screening levels based on future land use and in accordance with the Department of Toxic Substance Control (DTSC) Note 6 for the onsite reuse of arsenic contaminated soil. This will reduce transportation and disposal costs.
- f. Identify buildings where lead based paint and asbestos testing shall be performed prior to demolition and methods to conduct this hazardous material assessment.
- g. Make recommendations for additional sampling if needed.
- h. Secure Plan concurrence by State agencies.

Deliverables:

1. Draft and Final Contaminant Management Plan

Gilroy Station – Phase I ESA

This task consists of preparation of a Phase I Environmental Site Assessment for the Gilroy Station which can also be used for the purposes of the potential Union Pacific property acquisition. Activities include government database search, environmental records review, visual site inspection, and knowledgeable site contact interviews. The activities are presented below:

- Government Database Search, Environmental Records Review, and Visual Site Inspection. HDR will perform a review of available government database records to identify environmental contamination associated with the site or its immediate vicinity. In addition, HDR will review available environmental documents, aerial photographs, and historic topographic maps; perform interviews of individuals knowledgeable of the project site and past practices; and perform a site visit. The site will be evaluated for the presence or likely presence of contaminants as defined in ASTM E1527-13. HDR will not perform any sampling for the preparation of the Phase I ESA.
- Report Preparation. HDR will prepare a report summarizing the activities performed and environmental contamination affecting the project site. The report will present findings and conclusions regarding the presence or potential presence of hazardous materials or petroleum products in the soil or groundwater and recommendations for further work, if necessary. HDR will also present findings regarding the potential presence of asbestos containing material and lead-based paint based upon a qualitative assessment.

Key Understandings:

- The Site and buildings in Union Pacific property will be accessible to HDR at the time of the site assessment,
- TAMC to acquire ROE to project areas and buildings for HDR.
- Soil, groundwater and building material sampling is not included; and
- The Owner(s), or knowledgeable site contact(s), will be available for a telephone, questionnaire, or in person interview.

Deliverables:

1. One draft and one final Phase I ESA report for Gilroy Station

Gilroy Station – Phase II Investigations

Activities include preparation of a work plan, sampling, laboratory analysis and reporting. These activities are presented below:

Work Plan and Health and Safety Plan

The purpose of preparing a sample collection Work Plan (Work Plan) is to present means and methods for samples collected for chemical analysis, and for reporting purposes. The Work Plan will be prepared under the supervision of a professional geologist and will be submitted to TAMC for review and

comment before finalizing. The Work Plan will propose methods and locations to collect soil samples and identify chemical laboratory analytical methods.

Sample Collection and Analysis

The purpose of this task is to facilitate soil sample collection along with the geotechnical sample collection effort. For cost estimation purposes, this scope assumes up to 8 soil samples collected from up to 4 discrete locations. The coordinates of each sampling location will be recorded with a hand-held global position system (GPS).

Up to 8 soil samples will be collected and submitted to a California accredited laboratory for the following analysis:

- California Accreditation Manual (CAM) 17 metals by EPA Method 6020/200.8,
- Volatile organic compounds (VOCs) by EPA Method 8260,
- Chlorinated pesticides and polychlorinated biphenyls (PCBs) by EPA Method 608/8082,
- Total extractable hydrocarbons by EPA Method 8015B, and
- Polyaromatic Hydrocarbons by EPA Method 8270.

Site Investigation Technical Memorandum for the Gilroy Rail Station

A Technical Memorandum (TM) will be prepared to document the investigation activities, tabulate the laboratory analytical results, and to compare the laboratory analytical results to applicable state and federal criteria. The TM will include the following:

- A description of the methods used to advance the borings and collect the soil samples;
- A figure identifying the location of the borings including GPS coordinates;
- A table summarizing the laboratory analytical results;
- An appendix containing the laboratory analytical reports;
- A discussion of the laboratory analytical results with comparison to regional background metals concentrations and applicable regulatory agency screening levels;
- Identification of nearby landfills where soils can be accepted based on the laboratory analytical results; and
- A figure depicting the planned excavation extent and waste categories (e.g. clean, non-hazardous and hazardous) for soil that will be generated during construction activities.

Key Understandings:

- Costs include boring permit, per diem and one day of field work for sample collection.
- TAMC to acquire right of entry (ROE) to boring locations for HDR employees and subcontractors

- Groundwater sampling is not included.
- Boring locations will be marked for underground utility clearance at same time as boring locations for the Salinas site.
- The sampling and drilling activities at this site are anticipated to take no more than one full day.
- Sampling will be performed as part of the sampling effort at the Salinas Rail Station.

Deliverables:

1. A draft electronic copy of the Work Plan will be submitted for review and comment. Comments received will be incorporated into a final Work Plan.
2. A draft electronic copy of the TM will be submitted to TAMC for review and comment. Comments received will be incorporated into a final electronic TM.

Salinas Station - Phase II Investigations

Activities include preparation of a work plan, sampling, laboratory analysis and reporting. These activities are presented below:

Work Plan and Health and Safety Plan

The purpose of preparing Work Plan is to present means and methods for sample collection and reporting. The Work Plan will be prepared under the supervision of a professional geologist and will be submitted to TAMC for review and comment before finalizing. The Work Plan will propose methods and locations to collect soil samples and identify laboratory analytical methods.

Sample Collection and Analysis

The purpose of this task is to facilitate soil sample collection with the geotechnical sample collection effort. This scope assumes up to 12 soil samples collected from up to 6 discrete locations. The coordinates of each sampling location will be recorded with a hand-held GPS.

Estimated Laboratory Analyses

Up to 12 soil samples will be collected and submitted to a California accredited laboratory for the following analysis:

- CAM 17 metals by EPA Method 6020/200.8,
- VOCs by EPA Method 8260,
- Chlorinated pesticides and PCBs by EPA Method 608/8082,
- Total extractable hydrocarbons by EPA Method 8015B, and
- Polyaromatic Hydrocarbons by EPA Method 8270.

Site Investigation Technical Memorandum for the Salinas Rail Station

A TM will be prepared to document the investigation activities, tabulate the laboratory analytical results, and to compare the laboratory analytical results to applicable state and federal criteria. The TM will include the following:

- A description of the methods used to advance the borings and collect the soil samples;
- A figure identifying the location of the borings including GPS coordinates;
- A table summarizing the laboratory analytical results;
- An appendix containing the laboratory analytical reports;
- A discussion of the laboratory analytical results with comparison to regional background metals concentrations and applicable regulatory agency screening levels;
- Identification of nearby landfills where soils can be accepted based on the laboratory analytical results, and
- A figure depicting the planned excavation extent and waste categories (e.g. clean, non-hazardous and hazardous) for soil that will be generated during construction activities.

Key Understandings:

- Costs include boring permit, per diem and one day of field work for sample collection.
- TAMC to acquire ROE to boring locations for HDR employees and subcontractors
- Groundwater sampling is not included.
- The sampling and drilling activities at this site are anticipated to take no more than one full day.
- Sampling will be performed as part of the sampling effort at the Gilroy Rail Station.

Deliverables:

1. A draft electronic copy of the Work Plan will be submitted for review and comment. Comments received will be incorporated into a final Work Plan.
2. A draft electronic copy of the TM will be submitted to TAMC to for review and comment. Comments received will be incorporated into a final electronic TM.

Task 10.5.1 – Salinas Station Phase 1 ESA (Optional)

This optional task consists of preparation of a Phase I Environmental Site Assessment for the potential Union Pacific property acquisition at the Salinas Station. Phase I ESA activities include government database search, environmental records review, visual site inspection, and knowledgeable site contact interviews. The activities are presented below:

- Government Database Search, Environmental Records Review, and Visual Site Inspection. HDR will perform a review of available government database records to identify environmental contamination associated with the site or its immediate vicinity. In addition, HDR will review

available environmental documents, aerial photographs, and historic topographic maps; perform interviews of individuals knowledgeable of the project site and past practices; and perform a site visit. The site will be evaluated for the presence or likely presence of contaminants as defined in ASTM E1527-13. HDR will not perform any sampling for the preparation of the Phase I ESA.

- Report Preparation. HDR will prepare a report summarizing the activities performed and environmental contamination affecting the project site. The report will present findings and conclusions regarding the presence or potential presence of hazardous materials or petroleum products in the soil or groundwater and recommendations for further work, if necessary. HDR will also present findings regarding the potential presence of asbestos containing material and lead-based paint based upon a qualitative assessment.

Key Understandings:

- The Site and buildings in Union Pacific property will be accessible to HDR at the time of the site assessment,
- TAMC to acquire ROE to project areas and buildings for HDR.
- Soil, groundwater and building material sampling is not included; and
- The Owner(s), or knowledgeable site contact(s), will be available for a telephone, questionnaire, or in person interview.

Deliverables:

1. One draft and one final Phase I ESA report for Salinas Station

Task 10.6 - Design Services During Construction

The HDR Team will provide design support services during construction for Package 2 and Package 3. It is anticipated that the total construction duration will be 18 months. Services are anticipated to include coordination with MNS, TAMC's Construction Management firm, preparing responses to contractor questions including Requests for Information (RFIs), review of submittals and shop drawings, preparation of drawing revisions for Contract Change Orders (CCOs), and attendance at four (4) in-person construction meetings at the request of TAMC.

At the end of the construction phase, the HDR team will prepare Package 2 and Package 3 As-Built Plans in AutoCAD format. The As-Built plans will include executed Contract Change Orders and field changes as directed by the Resident Engineer (RE). The RE, who is in responsible charge of the project, is the most qualified individual to note any field changes that may have occurred during the construction of the project. It is assumed that the RE will provide one neat and concise set of redline mark-ups for the HDR team to incorporate into the As-Built Plans.

This task also includes project management during the construction phase consisting of contract administration, sub-consultant management, and monthly progress reporting and invoicing.

Below is a list of key assumptions for the task. Because the actual work performed will be dependent on the contractor and the RE, HDR will track our efforts and any work in excess of the below assumptions will be considered extra work requiring additional compensation.

Key Understandings:

1. The construction duration is assumed to be 18 months.
2. Two HDR staff will attend weekly construction conference calls.
3. A total of two-hundred (300) RFI responses are included in the scope at an average of two hours of effort per RFI.
4. The RE will be responsible for the majority of submittal reviews and approvals. The HDR team will assist in the review of a total of fifteen (15) submittals at an average of three hours of effort per submittal. Any resubmittal will be counted as one submittal.
5. The HDR team will develop a total of thirty-six (30) CCOs at an average of sixteen (16) hours of effort per CCO.
6. Four (4) in person meetings are included in the scope. It is assumed that the meeting minutes will be prepared by the RE.
7. The RE will provide one neat and concise set of redline mark-ups for HDR to incorporate into the As-Built Plans.

Deliverables:

1. Response to RFIs
2. Submittal and Shop Drawing Review
3. CCO Plan and Specification Preparation
4. As-Built Plans
5. Monthly Invoices and Progress Reports

Task 11. Gilroy Traffic Analysis

The purpose of this task is to support the design of the at-grade crossing improvements at East 10th Street and East Luchessa Avenue in Gilroy.

East 10th Street Grade Crossing Traffic Analysis

HDR will obtain and review the input assumptions (traffic counts, geometrics, forecasts, software, signal timing) used to support the traffic impact analysis for the proposed grade crossing improvements at East 10th Street. The “Tenth Street-Chestnut Street Commercial Development Transportation Analysis Report,” provided by the City of Gilroy, will be used to determine the 2019 traffic volumes for the intersection of East 10th Street and Monterey Road.

HDR will format the data for use in the intersection analysis to support intersection operation and queue analysis. The 2019 traffic volumes from will be grown to 2021 and 2024 which are considered existing year and opening year of the new railroad grade crossing tracks. The yearly growth factor will be developed by reviewing historical traffic count data and other future planning documents for the City of Gilroy. The task will produce the following:

- Develop traffic and growth rates to represent existing and future travel conditions:
 - Existing (2021),
 - Future Project (2024).
- Develop turning movements at East 10th Street and Monterey Road to be evaluated for the following conditions:

- Existing 2021 Weekday AM and PM peak hours,
- Future Project 2024 Weekday AM and PM peak hours.

Based on the scenarios above, intersection operation analysis for the East 10th Street/Monterey Road intersection will be conducted using Synchro 10 software which implements the Highway Capacity Manual's methods. The analysis will provide advice for queue lengths for key movements to evaluate if there is potential for the proposed rail crossing to be blocked.

HDR will prepare a memo summarizing the intersection traffic analysis results for submittal to the City of Gilroy. It is assumed that one round of comments will be addressed, and a final traffic analysis memo will be submitted.

Average Annual Daily Traffic

HDR will also develop average annual daily traffic (AADT) on East 10th Street and East Luchessa Avenue for following conditions:

- Existing 2021,
- Future Project 2024.

The AADT values will be used to support the CPUC GO 88-B permit applications for the two at-grade crossing modifications.

East 10th Street and Alexander Street Traffic Analysis

Per request from the CPUC On-Site Diagnostic team, HDR will perform an additional traffic analysis of the 10th Street and Alexander Street intersection to determine whether signal timing modifications are recommended for the intersection. The "Tenth Street-Chestnut Street Commercial Development Transportation Analysis Report," provided by the City of Gilroy, will be used to determine the 2019 traffic volumes for the intersection.

HDR will format the data for use in the intersection analysis to support intersection operation and queue analysis. The 2019 traffic volumes will be grown to 2021 and 2024 which are considered existing year and opening year of the new railroad grade crossing tracks. The yearly growth factor will be developed by reviewing historical traffic count data and other future planning documents for the City of Gilroy. The task will produce the following:

- Develop traffic and growth rates to represent existing and future travel conditions:
 - Existing (2021),
 - Future Project (2024).
- Develop turning movements at East 10th Street and Alexander Street to be evaluated for the following conditions:
 - Existing 2021 Weekday AM and PM peak hours,
 - Future Project 2024 Weekday AM and PM peak hours.

Based on the scenarios above, intersection operation analysis for the East 10th Street/Alexander Street intersection will be conducted using Synchro 10 software which implements the Highway Capacity

Manual's methods. The analysis will provide advice for queue lengths for key movements to evaluate if there is potential for the proposed rail crossing to be blocked or if a pre-signal is warranted on either approach.

HDR will summarize the traffic analysis results in a Revised Traffic Analysis Memo for submittal to the City of Gilroy. It is assumed that one round of comments will be addressed, and a final traffic analysis memo will be submitted.

Key Understandings:

- Intersection analysis is not required for the East Luchessa at-grade crossing because there is sufficient distance between the nearest intersection and the new at-grade crossing.
- Traffic and pedestrian counts are not included in this scope.

Deliverables:

1. Draft and Final Traffic Analysis Memo for East 10th Street At- Grade Crossing
2. AADT Volumes for East 10th Street and East Luchessa Avenue
3. Draft and Final Revised Traffic Analysis Memo for East 10th Street At- Grade Crossing

Task 12. Western Burrowing Owl Surveys

Task 12.1 – Western Burrowing Owl Updated Site Evaluation

Environmental commitments made for the proposed project specifically identify the need for burrowing owl surveys to be conducted prior to construction. Section 5.1.2 of the Addendum Capital Corridor Extension to Monterey County Environmental Impact Report (EIR; Parsons 2013) states:

“There are locations within the project corridor that could be occupied by western burrowing owl (*Athene cunicularia hypugaea*), a species covered by the Migratory Bird Treaty Act. One location at the proposed Salinas Intermodal Transportation Center was documented in 2010 as potentially containing burrows used by this species; however, these burrows were located well east of the proposed Kick Start improvements. Prior to future construction of the full build-out Salinas Layover Yard and Intermodal Transportation Center, the site will be re-surveyed in accordance with the Burrowing Owl Survey Protocol and Mitigation Guidelines. If burrowing owls are found, then impact avoidance shall occur. Otherwise, additional CEQA documentation will be required to address and mitigate the impact. During a July 2013 field visit to the proposed interim layover yard site, as well as to the Gilroy and Morgan Hill stations, Parsons’ consulting biologist determined there is no evidence of occupied burrows, nesting activity or other evidence that burrowing owl currently occupy these other locations.”

To support the EIR, Parsons (2013) prepared a Biological Survey Report to support the proposed project. The survey primarily called for investigating the potential presence of burrowing owls at various locations, including Salinas and Gilroy. While Parsons obtained negative survey results during their field effort, these results are from 2013, outdated and should be updated.

In accordance with the Staff Report on Burrowing Owl Mitigation (CDFG 2012), HDR proposes to conduct site evaluations at the Salinas and Gilroy stations during the spring of 2021 to update the habitat

suitability for burrowing owl in the project footprint and within 150 meters of any project impacts. Specifically, an HDR biologist would survey all accessible portions of the project footprint outside the UPRR ROW and accessible areas within 150 meters of any project impacts on foot. The biologist will record all burrows or human-made structures greater than 11 centimeters in diameter and 150 centimeters in depth, as well as any burrowing owl individuals or their sign (castings, feathers, whitewash, etc.). The biologist will NOT enter the UPRR ROW for this effort. Any inaccessible portions of the project footprint and areas within 150 meters of project impacts will be scanned with high power binoculars and a spotting scope. A technical memorandum will be prepared detailing the number, size, location, and condition of any suitable burrows detected and presence or lack of burrowing owls and/or their sign.

Key Understandings:

- Biologist will travel from Sacramento to Gilroy and Salinas, perform the surveys, and return in one day. This is estimated take a total of 10 hours.
- If no burrowing owls or their sign are detected during the site evaluation survey, then no further focused burrowing owl surveys will be required for the project.
- If burrowing owls or their sign are detected during the site evaluation at the Salinas station, then further surveys in accordance with the CDFG 2012 protocol would need to be carried out in 2022 (see Task 12.2 below).
- While signs of burrowing owl occupancy were observed in 2010 in the general vicinity of the Salinas station, no such signs were observed in the vicinity of the Gilroy station. Therefore, HDR assumes that the site evaluation will find that protocol surveys will be not be necessary in Gilroy. If burrowing owls or their sign are detected during the site evaluation at the Gilroy station, then further surveys in accordance with the CDFG 2012 protocol would need to be carried out in 2022 under a separate amendment.

Deliverables:

1. Western Burrowing Owl Updated Site Evaluation Technical Memorandum
2. Map of Suitable, Occupied, and Potentially Occupied Burrows

Task 12.2 – Western Burrowing Owl Protocol Surveys

If burrowing owls or their sign are detected in Salinas during the 2021 Task 12.1 site evaluation surveys, then surveys for burrowing owl in accordance with the CDFG 2012 protocol shall be implemented in 2022 as follows:

“Conduct 4 survey visits: 1) at least one site visit between 15 February and 15 April, and 2) a minimum of three survey visits, at least three weeks apart, between 15 April and 15 July, with at least one visit after 15 June.”

Key Understandings:

- For each round of surveys, two biologists will travel from Sacramento to Salinas, perform the survey, and return in one day. This is estimated to take a total of 10 hours over 4 rounds of surveys for a total of 40 hours.
- For these protocol surveys, access to the UPRR ROW will be required. The HDR biologists will complete all necessary UPRR training in order to obtain access to the UPRR ROW, and a UPRR non-intrusive permit will be obtained through coordination with TAMC to carry out the surveys.
- If no burrowing owls or their sign are found during the protocol surveys, then a technical report detailing methods and results of the surveys will be prepared, but no further focused survey effort for burrowing owl will be required.
- If the protocol surveys detect burrowing owls in the project area, then a technical report detailing methods and results of the surveys will be prepared, and HDR will coordinate with CDFW to determine next steps. Since CDFW recommendations are unknown at this time, implementation of the CDFW recommendations is excluded from this scope of work.

Deliverables:

1. Western Burrowing Owl Protocol Survey Results Technical Report
2. Map of Occupied Burrows and Owl Sightings (if detected)

Services Not Included in the Scope

Upon request by TAMC, HDR can also provide the following additional services not covered in the scope for an additional fee.

Design of Coast Main Line Improvements

Infrastructure improvements will likely be required by UP on the Coast Subdivision between Gilroy and Salinas to host the expanded passenger rail service. It is anticipated that UP would perform the design for these improvements. However, if desired by TAMC and UP, HDR could perform the design of these improvements. Since the extent or scope of any potential Coast Main Line Improvements have not been confirmed by TAMC at this time, it is not possible for HDR to clearly identify the design scope that would be required. Once the improvements are known, potential additional services that HDR could provide include:

- Prepare conceptual plans (5% design level) and planning level conceptual cost estimate for each of the Coast Main Line improvements.
- Conduct topographic mapping, field survey, and geotechnical explorations to support the design of the Coast Main Line improvements.
- Develop plans and specifications for 10%, 25%, 30%, 90%, and final design approvals for the Coast Main Line improvements.

TAMC SALINAS RAIL EXTENSION KICK START PROJECT - PACKAGE 2 and PACKAGE 3 FINAL DESIGN

Exhibit B-2

			Current Contract Budget			Requested Budget Amendments			Revised Contract Budget		
TEAM SUMMARY			TEAM			TEAM			TEAM		
			Labor	ODC	Total	Labor	ODC	Total	Labor	ODC	Total
Task 1	Kick Off Meeting & Document Review		\$ 76,890	\$ 622	\$ 77,512	\$ -	\$ -	\$ -	\$ 76,890	\$ 622	\$ 77,512
Task 2	Project Management		\$ 234,308	\$ 1,221	\$ 235,528	\$ -	\$ -	\$ -	\$ 234,308	\$ 1,221	\$ 235,528
Task 3	Union Pacific Coordination										
3.1	UP Coordination		\$ 83,999	\$ 9,000	\$ 92,999	\$ -	\$ -	\$ -	\$ 83,999	\$ 9,000	\$ 92,999
3.2	Package 2 and Package 3 UP Engineering Design Reviews		\$ 102,894	\$ 850	\$ 103,744	\$ 191,383	\$ -	\$ 191,383	\$ 294,277	\$ 850	\$ 295,127
3.3	CPUC At-Grade Crossing Modification Authorization		\$ 37,312	\$ 500	\$ 37,812	\$ -	\$ -	\$ -	\$ 37,312	\$ 500	\$ 37,812
Task 4	Topo Surveys		\$ 22,214	\$ 9,000	\$ 31,214	\$ -	\$ -	\$ -	\$ 22,214	\$ 9,000	\$ 31,214
Task 5	Utility Investigations		\$ 130,719	\$ 27,232	\$ 157,951	\$ -	\$ -	\$ -	\$ 130,719	\$ 27,232	\$ 157,951
Task 6	Geotechnical Investigations		\$ 47,642	\$ 30,275	\$ 77,917	\$ 17,190	\$ -	\$ 17,190	\$ 64,832	\$ 30,275	\$ 95,107
Task 7	Final Plans and Specifications										
7.1	75% Comment Responses and Resolution		\$ 61,964	\$ 765	\$ 62,729	\$ -	\$ -	\$ -	\$ 61,964	\$ 765	\$ 62,729
7.2	90% P&S		\$ 557,790	\$ 6,075	\$ 563,865	\$ 243,927	\$ -	\$ 243,927	\$ 801,717	\$ 6,075	\$ 807,792
7.2.1	90% P&S - Secondary Parking Lot (Optional)		\$ 87,718	\$ -	\$ 87,718	\$ (87,718)	\$ -	\$ (87,718)	\$ -	\$ -	\$ -
7.3	100% P&S		\$ 280,461	\$ 2,385	\$ 282,846	\$ -	\$ -	\$ -	\$ 280,461	\$ 2,385	\$ 282,846
7.3.1	100% P&S - Secondary Parking Lot (Optional)		\$ 43,961	\$ -	\$ 43,961	\$ (43,961)	\$ -	\$ (43,961)	\$ -	\$ -	\$ -
7.4	Final P&S		\$ 173,451	\$ 2,885	\$ 176,336	\$ -	\$ -	\$ -	\$ 173,451	\$ 2,885	\$ 176,336
7.4.1	Final P&S - Secondary Parking Lot (Optional)		\$ 43,961	\$ -	\$ 43,961	\$ (43,961)	\$ -	\$ (43,961)	\$ -	\$ -	\$ -
Task 8	Cost Estimates		\$ 108,050	\$ -	\$ 108,050	\$ -	\$ -	\$ -	\$ 108,050	\$ -	\$ 108,050
8.1	Cost Estimates - Secondary Parking Lot (Optional)		\$ 21,391	\$ -	\$ 21,391	\$ (21,391)	\$ -	\$ (21,391)	\$ -	\$ -	\$ -
Task 9	Bid Support Services		\$ 109,405	\$ 5,260	\$ 114,665	\$ -	\$ -	\$ -	\$ 109,405	\$ 5,260	\$ 114,665
Task 10	Optional Tasks										
10.1	Railroad Operations Modeling and Analysis		\$ 198,812	\$ 10,000	\$ 208,812	\$ -	\$ -	\$ -	\$ 198,812	\$ 10,000	\$ 208,812
10.2	Design Support for Public Outreach		\$ 23,175	\$ 400	\$ 23,575	\$ -	\$ -	\$ -	\$ 23,175	\$ 400	\$ 23,575
10.3	Design Support for Property Acquisition		\$ 18,447	\$ -	\$ 18,447	\$ -	\$ -	\$ -	\$ 18,447	\$ -	\$ 18,447
10.3.1	ROW Services for Gilroy UP ROW (Optional)		\$ 70,998	\$ -	\$ 70,998	\$ -	\$ -	\$ -	\$ 70,998	\$ -	\$ 70,998
10.4	Storm Water Control Plan		\$ 80,863	\$ 200	\$ 81,063	\$ -	\$ -	\$ -	\$ 80,863	\$ 200	\$ 81,063
10.5	Hazardous Materials		\$ 96,624	\$ 19,800	\$ 116,424	\$ -	\$ -	\$ -	\$ 96,624	\$ 19,800	\$ 116,424
10.5.1	Salinas Phase I ESA (Optional)		\$ 12,026	\$ 542	\$ 12,568	\$ -	\$ -	\$ -	\$ 12,026	\$ 542	\$ 12,568
10.6	Design Services During Construction		\$ 737,593	\$ 6,996	\$ 744,589	\$ -	\$ -	\$ -	\$ 737,593	\$ 6,996	\$ 744,589
Task 11	Gilroy Traffic Analysis		\$ 26,830	\$ -	\$ 26,830	\$ 29,469	\$ -	\$ 29,469	\$ 56,299	\$ -	\$ 56,299
Task 12	Western Burrowing Owl Surveys										
12.1	Burrowing Owl Updated Site Evaluation		\$ 5,591	\$ 200	\$ 5,791	\$ -	\$ -	\$ -	\$ 5,591	\$ 200	\$ 5,791
12.2	Burrowing Owl Protocol Surveys at Salinas Station (Optional)		\$ 23,676	\$ 1,700	\$ 25,376	\$ -	\$ -	\$ -	\$ 23,676	\$ 1,700	\$ 25,376
Total			\$ 3,518,764	\$ 135,908	\$ 3,654,672	\$ 284,938	\$ -	\$ 284,938	\$ 3,803,701	\$ 135,908	\$ 3,939,610



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: September 22, 2021
Subject: **Committee Minutes**

RECOMMENDED ACTION:

ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of September 1, 2021
- Rail Policy Committee - [agenda of September 13, 2021](#) (minutes will be posted to October Board)
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of September 1, 2021
- [Technical Advisory Committee](#) - draft minutes of September 2, 2021
- [Excellent Transportation Oversight Committee](#) - No meeting

ATTACHMENTS:

- ▢ Executive draft minutes of September 1, 2021

DRAFT MINUTES

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
 SERVICE AUTHORITY FOR FREEWAYS EMERGENCIES AND MONTEREY COUNTY
 REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY

EXECUTIVE COMMITTEE MEETING

*Members: Ed Smith (Chair),
 Mary Adams (1st Vice Chair), Michael LeBarre (2nd Vice Chair),
 Luis Alejo (Past Chair),
 Chris Lopez (County representative), Kimbley Craig (City representative)*

Wednesday, September 1, 2021

*** 8:30 a.m. ***

REMOTE VIDEO/PHONE CONFERENCE ONLY

EXECUTIVE COMMITTEE	OCT 20	NOV 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	AUG 21	SEP 21
Ed Smith, Chair Monterey (D. Albert, A. Renny)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Mary Adams, 1st Vice Chair Supr. Dist. 5 (S. Hardgrave, C. Courtney)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)
Michael LeBarre, 2nd Vice Chair King City (C. DeLeon)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Luis Alejo, Past Chair Supr. Dist. 1 (L. Gonzales/ J. Gomez)	P (VC)	P (VC)	A (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Chris Lopez, County Representative Supr. Dist. 2 (P. Barba)	P (VC)	P (VC)	A (VC)	P (VC)	P (VC)	P (VC)	P (VC)	E	P (VC)	P (VC)
Kimbley Craig, City Representative (C. Cromeenes)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)

TC: via teleconference; VC: via video conference

P = Present

A = Absent

P(A) = alternate present

1. CALL TO ORDER:

Chair Smith called the meeting to order at 8:30 a.m. Roll call was taken, and a quorum was confirmed. Committee Member LeBarre arrived during item 5.

Staff present: Goel, Hale, Jacobsen, Muck, Rodriguez, Watson, and Zeller.

Others present: Agency Counsel Katherine Hansen, Paul Schlesinger of Alcalde & Fay, and Gus Khouri of Khouri Consulting.

2. PUBLIC COMMENTS:

No public comment.

3. CONSENT AGENDA:

M/S/C

Lopez/Adams/unanimous

On a motion by Committee Member Lopez seconded by Committee Member Adams, the committee voted 5-0 to approve the minutes from the Executive Committee meeting of August 4, 2021.

4. LEGISLATIVE UPDATE

Gus Khouri, Agency State Legislative Consultant, provided a state legislative update, noting there is not much change to the bill list since the Board report on August 25. He reported that the legislature will conclude regular session on September 10. He noted the budget bills authorizing revenue for transportation infrastructure and funding to augment the Active Transportation Program (ATP), Transit and Intercity Rail Capital Program (TIRCP), and State and Local Climate Adaption, would not be available unless additional legislation is enacted by October 10 related to the remaining \$4.2 billion Proposition 1A appropriation for high-speed rail.

Paul Schlesinger, Agency Federal Legislative Consultant, reported House Senate is on recess, there is no new development to report since the August 25 Board update. He noted the Senate infrastructure bill eliminated earmarks that had been in the House transportation authorization bill, which includes the potential for the \$2 million earmark for the US 101 South of Salinas project. The next step is reconciliation between the Senate and the House versions of the bill.

Director Hale noted the Governor's Executive Order enabling remote meetings under the Brown Act is set to end September 30, and asked Mr. Khouri if there will be an extension for virtual or hybrid meetings, asking whether a virtual meeting can be construed as a public meeting. He noted that the Governor may announce an extension of the executive order until the end of the year, but that is not likely to happen until

after the September 14 special election. He concurred with Director Hale that pending legislation does not modernize the Brown Act for special districts such as TAMC.

5. FORT ORD REGIONAL TRAIL AND GREENWAY - SR 218 CANYON DEL REY SEGMENT UPDATE

Mike Zeller, Principal Transportation Planner, presented on the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project. He reported that the Fort Ord Regional Trail and Greenway (FORTAG) project has reached several milestones including certification of the final environmental document, approval of a Master Agreement among the underlying jurisdictions, and completion of the preliminary engineering design. He noted that the trail is designed to connect people with open space, employment and businesses, and schools.

Mr. Zeller noted that the Segment 1 final design tasks will be funded out of \$600,000 in state Senate Bill 1 Local Partnership Program funds and \$1.376 million in local Measure X funds. The right-of-way tasks will be paid from \$1.198 million in state Active Transportation grant funds. Construction will be funded through a future allocation of \$9.1 million in state Active Transportation grant funds. Other segments will proceed to final design and construction as matching funds for Measure X (which sets aside a total of \$20 million for the entire trail) are obtained.

To hear feedback and concerns directly from Del Rey Oaks residents and the community, the project team has held numerous outreach activities, including in-person site visits, virtual public workshops, and focus groups. The team has received over 300 comments from our online interactive project map. Amongst the comments received have been questions regarding the safety of the trail and the tunnel. The project team has been responsive to these comments and has made refinements to the design. Some of these refinements have resulted in the proposed alignment falling outside of the boundary of the certified environmental impact report, and Agency staff will be requesting Board approval of an Addendum to the Final Environmental Impact Report to cover these changes. He also noted that agency staff will be requesting Board approval to increase outreach efforts to help ensure that correct information about the project is being shared with the community.

In response to a question from Committee member Adams, Mr. Zeller noted that safety features will be included in the tunnel - these can include lights, cameras, art and murals. Mr. Muck added that the walking tunnel under Carmel Valley Road is an excellent example of a pedestrian undercrossing that has been very secure and has vastly improved crossing safety for nearby residents.

6. FORT ORD BUILDING DEMOLITION - JOINT PROCUREMENT WITH MST

The Committee received an update on the Fort Ord Building Demolition Joint Procurement Agreement with Monterey-Salinas Transit.

Deputy Executive Director Muck reported that the TAMC-owned property within the former Fort Ord is located between 1st Avenue and Highway 1, and 5th and 8th streets in Marina, California. On the property are seven buildings, including a former cold storage building, a former meat cutting building, four warehouses, and a former storehouse building.

To reduce costs by securing a single demolition contract, TAMC approved a joint procurement agreement with MST, whereby MST is the lead agency for the purposes of the procurement to select a contractor, with consultation from TAMC staff, to conduct the demolition of both TAMC and MST's buildings within the available budget.

MST has received bids that fall under the \$1.3 million TAMC received from the former Fort Ord Reuse Authority for the demolition of all buildings. Action to approve the demolition contract will be brought to the MST and TAMC Boards in September or October. The demolition will begin in late fall or early spring.

7. TAMC BOARD DRAFT AGENDA

Deputy Executive Director Todd Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of September 22, 2021.

After Executive Committee discussion, direction was provided to staff to place the following items for consideration on the regular agenda:

- Measure X Revenue Forecasts and status of Regional Projects
- Freeway Service Patrol Annual Report

8. ANNOUNCEMENTS

Director Debbie Hale announced and invited the Committee members to her retirement going away party on September 23, 2021, at 3:00 pm at Portobello's in Salinas. Please RSVP to Elouise Rodriguez at elouise@tamcmonterey.org.

9. ADJOURNMENT

Chair Smith adjourned the meeting at 9:35 a.m.



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: September 22, 2021
Subject: Correspondence

RECOMMENDED ACTION:

RECEIVE correspondence to and from TAMC for the month of September 2021.

WEB ATTACHMENTS:

- [Undated letter from the San Joaquin Joint Powers Authority to Assembly Transportation Committee Chair Laura Friedman, re: Potential inclusion of SMART's emerging rail service areas as a rail corridor of State interest](#)
- [August 16, 2021 letter from TAMC to Carl Sedoryk, MST General Manager/CEO, re: Support for funding E. Alisal Bus Rapid Transit and Salinas Transit Center Relocation Feasibility Study](#)
- [August 25, 2021 letter from TAMC to Jessica Buendia, Acting Executive Director, Strategic Growth Council, re: Support for AMBAG's Sustainable Agricultural Lands Conservation Planning Grant Application for the Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study](#)
- [August 26, 2021 letter from TAMC to Assembly Transportation Committee Chair Laura Friedman, re: SMART's emerging rail service areas as a rail corridor of State interest – SUPPORT](#)
- [August 31, 2021 letter from TAMC to Christy Sabdo, Associate Planner, City of Monterey, re: Comments on Negative Declaration for Move Monterey Multimodal Plan](#)
- [September 13, 2021 letter from TAMC to Governor Gavin Newsom, re: AB 122 \(Boerner Horvath\): Vehicles: required stops: bicycles – Request for Signature](#)