BOARD OF DIRECTORS
AGENDA PACKET

Monday, November 13, 2017
2:30 p.m.

Sonoma County
Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, California
BOARD OF DIRECTORS AGENDA

November 13, 2017 – 2:30 p.m.

Sonoma County Permit & Resource Management Department
Planning Commission Hearing Room – 2550 Ventura Avenue, Santa Rosa, CA

1. Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)

2. Public comment on items not on the regular agenda

3. Consent Calendar
   A. SCTA/RCPA Concurrent Items
      3.1. Admin – Minutes of the September 11, 2017 meeting (ACTION)*
   B. SCTA Items
      3.2. Measure M – Highway 101, Marin Sonoma Narrows (MSN) Caltrans Cooperative Agreement 4-2213-A7 (ACTION)*
      3.4. Measure M – Measure M reporting letter status report
      3.5. Measure M – Highway 101 - Amendment No. 4 to Cooperative Agreement 04-2363 with Caltrans related to Construction of Old Redwood Highway Interchange (Central C)
      3.6. Measure M – Highway 101 - Marin Sonoma Narrows (MSN) C2 Project Amendment No. 7 to BKF Agreement and Amendment No. 4 to Caltrans Cooperative Agreement No. 4-2308 for PS&E
      3.7. Measure M - Partial de-obligation for the Sonoma County Bicycle Coalition (SCBC) Bike Month Phase of the Bike Safety and Education Project
      3.8. Highway 101 – Caltrans updated Corridor System Management Plan (CSMP) Corridor Project List
      3.9. Caltrans - 2018 SHOPP letter
      3.10. Admin – Resolution No. 2017-028 authorizing the purchase of prior public service for employee members of the Sonoma County Employees Retirement Association (ACTION)*
   C. RCPA Items
      3.11. BayREN – amendments for the Bay Area Regional Energy Network contracts with the Association of Bay Area Governments, Frontier Energy, Inc., and NHA Advisors (ACTION)*
      3.12. Electric Vehicles – Agreement with the Center for Climate Protection for assistance with creating a local electric vehicle knowledge base as part of a California Energy Commission grant (ACTION)*
4. Regular Calendar

A. RCPA Items
   4.1. RCPA Projects and Planning
       4.1.1. **CA2020** – Resolution No. 2017-002 to decertify the Environmental Impact Report for the Climate Action 2020 and Beyond plan (ACTION)*
       4.1.2. **CA2020** – next steps for climate action planning, including commitment to local government goals and measures to reduce greenhouse gas emissions (ACTION)*
       4.1.3. **Activities Report** – (REPORT)*

B. SCTA Items
   4.2. SCTA Planning
       4.2.1. **Travel Model** – update to Administrative and Operational Travel Demand Modeling Guidelines (ACTION)*
       4.2.2. **Regional Fees** – review of traffic mitigation fees and projects
   4.3. SCTA Projects and Programming
       4.3.1. **Measure M** – report out from the Measure M Ad Hoc Committee (REPORT)
       4.3.2. **Highways** – update on State Highway projects (ACTION)

C. SCTA/RCPA Items
   4.4. **Wildfire Recovery** – role of SCTA/RCPA and member jurisdiction in planning, community building, resiliency and funding (ACTION)*
   4.5. **Shift** – approve the Shift Sonoma County Low Carbon Transportation Plan (ACTION)*
   4.6. **Activities Report** – Community Affairs Update – (REPORT)*
   4.7. **Admin** – **PUBLIC HEARING** – FY17/18 Final Budgets
       4.7.1. FY17/18 Measure M Final Budgets (ACTION)*
       4.7.2. FY17/18 Transportation Fund for Clean Air (TFCA) Final Budget (ACTION)*
       4.7.3. FY17/18 RCPA Final Budget (ACTION)*
       4.7.4. FY17/18 SCTA Final Budget (ACTION)*

5. Reports and Announcements
   5.1. Executive Committee report
   5.2. Regional agency reports
   5.3. Advisory Committee agendas*
   5.4. SCTA/RCPA staff report
   5.5. Announcements

6. Adjourn
   *Materials attached.

The next SCTA/RCPA meetings will be held **December 11, 2017**


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SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the SCTA/RCPA after distribution of the agenda packet are available for public inspection in the SCTA/RCPA office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

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1. **Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)**

Meeting called to order at 2:32 p.m. by Chair David Rabbitt.

*Directors Present:* Director Rabbitt, Supervisor, Second District, Chair; Director Russell, City of Cloverdale, Vice Chair; Director Agrimonti, City of Sonoma; Director Coursey, City of Santa Rosa; Director Gorin, Supervisor, First District; Director Gurney, City of Sebastopol; Director Landman, City of Cotati; Director Mansell, City of Healdsburg; Director Miller, City of Petaluma; Director Okrepkie, Town of Windsor; Director Zane, Supervisor, Third District.

*Directors Absent:* Director Salmon, Town of Windsor

2. **Public comment on items not on the regular agenda**

Steve Birdlebough, Sonoma County Transportation and Land Use Coalition, shared a recent travel experience on Highway 12, commenting on the amount of wineries in Sonoma County and lack of public transportation. Mr. Birdlebough advocated on the idea that more public transportation needs to be provided, not just for those who are transit dependent, but also for tourist who will visit the wineries.

Duane DeWitt, Roseland, spoke on “big, empty busses,” in which in order to permit a development project, a bus stop is required. The premise of the story was to highlight the idea that more public transportation needs to be provided, not just for those who are transit dependent, but also for tourist who will visit the wineries.

3. **Consent Calendar**

   **A. SCTA/RCPA Concurrent Items**
   3.1. Admin – Minutes of the March 27, 2017 meeting (ACTION)*

   **B. RCPA Items**
   3.2. Admin – sign on to the Under 2 MOU (ACTION*)
   3.3. Admin – sign on to Country Climate Coalition (ACTION)*

   **C. SCTA Items**
   3.4. Measure M – Fulton Road amendment to cooperative agreement and appropriation request (ACTION)*

   Duane DeWitt, Roseland, presented to the Board of Directors an agenda packet for the Roseland School District Board meeting, where an item regarding Safe Routes to School (SRTS) will be discussed. Mr. DeWitt expressed his support for SRTS, and noted the safety challenges facing Roseland.

   The consent calendar was approved unanimously, following a motion by Director Miller, and a second by Director Landman.

4. **Regular Calendar**

   **A. SCTA Items**
   4.1. SCTA Planning
4.1.1. **Activities Report** – Update on SCTA planning activities (REPORT)

Janet Spilman updated the Board on SCTA’s recent activities. First, the Shift Sonoma County report has been reviewed by SCTA Staff and is currently under public review. Secondly, the Sonoma County Department of Health Services will present on Safe Routes to School (SRTS) as SCTA will assume implementation of the program. Additionally, innovative transportation programs, such as ZipCar and bike sharing programs, are in progress, while data management and modelling efforts continue to maintain the accuracy of the travel model.

Vice Chair Russell expressed interest in SRTS, commenting that many families live in small homes and face a challenge of where to store bicycles. Vice Chair Russell also noted other factors that interfere children from using SRTS, such as parents feeling their children are not safe when walking or bicycling to school, high traffic volume, and/or too many unrecognizable people. There are also time factors that limits children from active transportation, whereas the commute to school will be longer if bicycling and walking and the need to reorganizing their morning routines.

Director Coursey wondered if usage data will be provided by ZipCar.

Dana Turrey responded that usage data will be provided after one month.

Director Mansell spoke highly of Shift Sonoma County, calling the document inspirational, and hopes the document will be given the deserved credit. Director Mansell expressed an interest to hear more of the document at the local level.

Suzanne Smith said to the Board of Directors that Shift Sonoma County has been presented in Cloverdale and is scheduled to present to the City of Sonoma. Staff is happy to give a presentation to other jurisdictions upon request.

4.2. **SCTA Projects and Programming**

4.2.1. **Safe Routes to School** – presentation by Department of Health Services (REPORT)*

Dana Turrey introduced Anthony Taylor, Sonoma County Department of Health Services, who reported the findings of Safe Routes to School (SRTS) program.

The report studies Fiscal Year (FY) 15/16 and FY 16/17. The final report will be available on the Department’s website beginning in October. Major funders of the program are MTC’s One Bay Area Grant, with matching funds from Measure M and Kaiser Permanente.

Mr. Taylor described the program goals of increasing heath and air quality, and improving safety and security.

The program was updated this FY, with a focus on building capacity in the schools. The pilot project began in FY 2015-16 and was modified for FY 2016-17.

The program employs data driven planning, with a focus on school behavior data and traffic patterns.

Mr. Taylor further described the program’s framework: the “6 E’s,” which aims to encourages behavior change. The 6 E’s are: Education, Encouragement, Enforcement, Engineering, Evaluation, and Equity.
The Sonoma County Bicycle Coalition works in partnership to provide bicycle education to students, with examples as the International Walk & Roll to School Day and providing education on bicycling during rainy days. As well, infrastructure improvements and pedestrian crossing signs were installed to improve safety.

The program cost $1.2 million for 29 schools with over 15,000 students reached across Sonoma County.

Mr. Taylor further described the data collected.

Data was collected at four points during the year. The last presentation to the SCTA Board of Directors, a 3% decrease in bicycling was seen; currently, the data shows no further decrease in bicycling, however no increase was seen. Although there is an increase in the number of students who participated in walking and biking to school, more schools were added, thus demonstrating a small change.

Bicycling increased for fifth and sixth grade students by 16% respectively.

Mr. Taylor noted challenges with collecting data from the schools, suggesting a self-selection bias and self-reporting.

Moving forward, the program plans to provide value to schools, continue to employ data-driven planning, evaluate efficacy of activates, frequently measure travel habits, increase sample size in the local high schools, and further study disadvantaged schools.

Mr. Taylor was available for questions.

Director Miller asked for more information on how schools are reporting and/or tracking the data.

Mr. Taylor responded that students of each grade are asked, “How did you get to school today?” These questions were asked at the beginning and end of the school year and student’s answers are tallied. Furthermore, high school students were given surveys.

Surveys asked students whether they had bicycles at home, whether the bicycles were functioning, and how many have helmets at home.

Director Miller followed up by wondering if schools are required to track how students arrived to school through the year, rather than at the beginning or end of the school year.

Mr. Taylor responded that schools are asked, “Are you tracking (the data through the school year)?” The assessment does not explain how the data is tracked, however.

Director Coursey commented that commuters know the hurdles of school traffic. Distance is the reason people do not walk/bike, especially inter-district transfer students, and trying to encourage active transportation involves a cultural shift.

Mr. Taylor noted that an average of 60% of students live within walking/biking distance, which varies to one-quarter mile for elementary school students to one mile for high school students.

Director Agrimonti commented an organization called Team Services in the City of Sonoma provides parking bicycles for the Tuesday market. Director Agrimonti wondered if there is an incentive for the organization to contact SRTS to arrange a bicycle repair day for the students.

Mr. Taylor responded the Center for Climate Protection and the Sonoma County Bicycle Coalition works to connect other organizations to repair bicycles for children, and any other organizations wishing to be connected are encouraged to contact Mr. Taylor, Center for
Climate Protection, or the Sonoma County Bicycle Coalition.

Director Zane expressed appreciation for the program, and conveyed the importance of the media in promoting this program. Director Zane suggested more positive press is needed to combat the safety fears of children bicycling.

Director Gurney thanked Mr. Taylor for the detailed presentation and real data points and suggested to the Board that numbers are increasing due to active involvement by law enforcement.

Director Gorin commented on the International Walk & Roll to school by suggesting this activity breaks the misperceptions of biking/walking to school. If more Walk and Roll to School days are sponsored throughout the year, then this can encourage high participation in bicycling and walking to school.

Director Okrepkie noted that the Town of Windsor does not have neighborhood schools, in which the majority of students are carpooled in; thus skewing the data collected. A realistic view in Windsor, in terms of the data, ought to be derived from junior- and high schools.

Vice Chair Russell expressed the importance to understand the elements of why children who walk and bicycle to school, and further suggested to receive the information from the young people. Vice Chair Russell also spoke of the need for parent involvement: the students and parents can help provide insight on the reasons why they choose, or do not choose, to walk and bicycle to school.

Director Mansell recalled her experience as an educator who has administered this program in the school and highlighted the morning routine. The common theme seen is the students need to see a stronger meaning to wake up earlier in the morning to aid in the cultural change. Students want to see the bigger picture and be involved with change; however, in order to show this change, more walking and bicycling to school days to expose students to this lifestyle should be promoted.

Chair Rabbitt provided commentary and thoughts, recalling walking to school as a student in elementary school, and expressed appreciation for data presented.

Chair Rabbitt opened for public comment.

Duane DeWitt, Roseland, commented on the necessity to fix the bike paths and greenways, especially in Roseland, to better serve the students in Roseland Elementary and Sheppard Elementary schools. Mr. DeWitt urged to the Board of Directors to advocate to complete the bicycle paths.

4.2.2. **Funding** - update on SB1 implementation and SB595 (Beall) related to Regional Measure 3 tolling proposal (REPORT)*

Suzanne Smith provided an update on transportation funding, specifically in regards to Senate Bill 1 (SB1). Fuel tax funding is expected to begin collection in November, while vehicle registration fees will be collected in January.

Through SB1 funding, several programs will either be created and/or receive additional funding. The California Transportation Commission (CTC) has been designated to develop the guidelines for these programs.

Active transportation the most straightforward in the guidelines, because an existing plan is already in place – SB1 allows for more robust funding.
The Local Streets and Road Program has a slightly different process than in the past. SCTA staff has been tracking these developments with local jurisdictions on what must be completed in order to submit projects to the CTC. The CTC will need to sign off on proposed projects.

The Solutions for Congested Corridors program is of interest to SCTA in regards to the Highway 101 corridor. The Highway 101 corridor was listed specifically in the legislation as an example of a multi-modal approach to relieving congestion. SCTA and Transportation Authority of Marin are expecting to submit applications for the final segments of the Marin-Sonoma Narrows with construction anticipating to begin in the next fiscal year.

Director Landman wondered how quickly Marin will begin construction in the Narrows.

Ms. Smith responded depending on the Right-of-Way process, expected construction on the Marin side of the Narrows could begin in 2020.

Director Coursey referenced chart on page 45 in the agenda packet on SB1, and wondered how confident the figures are.

Ms. Smith responded the figures in the agenda packet are published by CALCOG, which are estimates received by the League of California Cities.

Director Mansell wondered how are the funding numbers are distributed.

Ms. Smith responded the formula is a combination of registration fees and population. 50% is based on population and 50% based on combination of lane miles and vehicle registration.

Ms. Smith also updated the Board of Directors on Regional Measure 3 (SB 595 - Beall).

SB 595 allows MTC and the Bay Area Toll Authority to place RM3 on the ballot to increase tolls up to $3 on the state owned bridges. In order to receive the funding, a nexus to the seven Bay Area bridges must be identified.

A handout was provided to the board with updated amendments on projects. The bill is still waiting to be voted on in the state Assembly.

Director Mackenzie, who also serves as the Chairman of MTC, commented on the previous regional measures, of which Sonoma and Napa Counties were not included, and described the July 26th commission meeting, where, among various topics, commissioners negotiated project funding figures. The commission voted 8-5 to move forward on the current project plan.

RM3 will be placed on the ballot in 2018, either in June or November, and is regarded as great importance for the four North Bay counties.

Director Gorin provided comments on the interest to have a regional conversation.

Director Miller inquired, if the measure is passed, whether the toll increase will take effect in January following the vote.

Director Mackenzie said BATA is responsible for collecting the tolls and there is an anticipation to start collecting in 2019.

Director Coursey inquired about the Santa Rosa community connector.

Ms. Smith responded the community connector could receive funds through SB1.

Director Coursey followed up by asking for clarification on the $100 million for North Bay transit improvements.

Ms. Smith answered the transit improvements are not fully explicit in the definition as of now.
4.2.3. **Highways Report** – update on State Highway projects (ACTION)

James Cameron updated the Board of Directors on the highway projects.

Mr. Cameron updated the Board on MSN B-3 construction, identified as the San Antonio Creek Bridge at Sonoma/Marin County Line. The bridge is anticipated to be completed by mid-November.

The project is on schedule to be completed by the end of 2018 with both northbound and southbound traffic on the new bridge, connector routes, and a Class 1 bicycle path.

Project 7, MSN B-2 (Petaluma River Bridge), has been officially accepted.

Project 11, MSN C-2A – sound wall construction along Highway 101 north in Petaluma. The plan is to take the sound wall project and implement with the MSN C2. This allows for stronger competition to receive project funding.

Project 12, MSN B-2 Phase 2, has achieved Ready to List status. The project will be advertised in late 2017, with construction commencing in late 2018.

The Highway 37 Policy Committee has been rescheduled to September 25th. The draft SR 37 Transportation and Sea Level Rise Corridor Improvement Plan will be discussed.

Chairman Rabbitt asked about the increases of off ramp traffic at the Petaluma Boulevard South exit.

Mr. Cameron responded Caltrans has officially noted that traffic has not increased.

Seana Gause reported on the Highway 116/121 intersection improvements. Caltrans is currently working with Parsons to respond to comments on the environmental document.

Director Gorin requested further information on the biological opinion from the US Fish and Wildlife Service.

Highway 116, Sebastopol to Cotati, project has awarded Ghilotti Construction to pave sections in two phases starting in downtown Sebastopol.

**B. RCPA Items**

4.3. RCPA Projects and Programming

4.3.1. **Electric Vehicles** – charging station permit streamlining update (REPORT)*

Carolyn Glanton spoke on efforts to streamline electric vehicle charging permits. Assembly Bill 1236 was passed in 2016, which requires streamlining of permits for electric vehicle charging station, and also includes an installation checklist. Permitting offices in each jurisdiction must provide resources online and to provide electronic submission.

RCPA staff has been working with Redwood Empire Association of Code Officials (REACO) to engage officials on the dialogue of this adoption, and have helped develop guidance for jurisdictions. The role of RCPA and REACO is to create communication and consistency among the jurisdictions. All of the jurisdictions in Sonoma County have adopted, or are in the process of adopting, the streamlining process.

AB 1236 requires jurisdictions to adopt the streamlining process by September 30th, 2017.

RCPA staff is available to help provide permit guides and to train permit staff.
4.3.2. **Activities Report** – update on RCPA Activities (REPORT)*

Additionally, RCPA has been focused on Shift Sonoma County. In July, the RCPA Coordination Committee featured a presentation on Shift Sonoma County Transportation Action Plan to jurisdictions and member communities.

Public feedback on Shift Sonoma County is accepted until September 17th.

Furthermore, the Climate Action Advisory Committee had their first meeting in July, in which the committee reviewed the charter and this fiscal year’s work plan.

Lauren Casey provided a legislative update.

**C. Joint SCTA/RCP Items**

4.4. Planning

4.4.1. **Activities Report** – Community Affairs Update (REPORT)*

Brant Arthur announced a workshop for Shift Sonoma County at the SCTA offices on September 14th, and surveys are available during the public comment period.

ZipCar is available for individuals who wish to utilize car sharing. Membership for the first year is free. The cars are parked at the old Railroad Square and on 5th Street by Russian River Brewing Company.

As well, Drive Evergreen is being promoted by the RCPA.

In response to Director Mansell’s question about development, and that builders must build to adopted laws, Lauren Casey noted inconsistencies in the laws, in which Climate Action 2020 was poised to help alleviate.

The Board convened into closed session at 4:54pm.

5. **Closed Session (ACTION)** – Conference with Legal Counsel – Existing Litigation: California River Watch v. County of Sonoma, SCV-25942. (Gov. Code Sec. 54956.9(d)(1).)

The Board reopened into session at 5:20pm and reported out:

The Board authorized counsel and the Executive Director to enter into a settlement with California River Watch in which RCPA pays $226,912, comprised of $225,000 in attorney fees and $1,912 in costs, in two installment payments over two years. As further requirements of the settlement, RCPA would agree not to appeal, and California River Watch would reaffirm in signed correspondence on letterhead its commitment not to challenge the measures in the plan.

6. **Reports and Announcements**

6.1. Executive Committee report

N/A

6.2. Community Affairs Report

N/A

6.3. Regional agency reports

N/A

6.4. Advisory Committee Agendas

Included in agenda packet.

6.5. SCTA/RCPA staff report

Included in the Agenda Packet.

6.6. Announcements

N/A

7. **Adjourn**

The SCTA/RCPA Board of Directors meeting adjourned at 5:20 p.m.
Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Projects & Programming
Item: 3.2– Highway 101 – Marin Sonoma Narrows Caltrans Cooperative Agreement 4-2213-A7
Date: November 13, 2017

**Issue:**
Shall the Board approve proposed Caltrans Cooperative Agreement Amendment 4-2213-A7 for right-of-way services needed to complete the Highway 101 Marin Sonoma Narrows (MSN) B2 and C3 contracts.

**Background:**
SCTA and Caltrans entered into two cooperative agreements with Caltrans (Coops 4-2213 and 4-2317) for right of way services for what are now the Marin Sonoma Narrows Contracts B2 and C3. Initially, the contracts were named MSN B2 (Petaluma Boulevard South Interchange) and MSN B4 (Petaluma River Bridge and Lakeville Highway Interchange). After several rounds of funding and programming changes, the Petaluma River Bridge scope was added to MSN Contract B2 and the remaining Lakeville Highway Interchange scope was renamed Contract C3.

The MSN C3 project completed construction in December 2016 and the MSN B2 completed construction in June 2017. Both projects are currently finalizing project close out activities, including right-of-way engineering to set new property boundaries and to provide final mapping. In addition, the MSN B2 and C3 contracts required the full or partial acquisition and/or temporary construction easements on thirty (30) parcels. Several of these parcels required eminent domain proceedings to obtain possession of the parcels which required an extensive amount of support by Caltrans to finalize the acquisition process. Caltrans estimates that an additional $500,000 is needed to complete the right-of-way support and engineering for MSN Contracts B2 and C3.

Coop 4-2317 was originally written for the MSN B4 contract and is 100% funded by Measure M for right-of-way capital and support services. The Coop has been amended three times and currently provides budgets of $797,490 for capital costs ($615,000 to Caltrans + $182,490 to SCTA to buy wetland mitigation credits) and $571,876 for support costs ($271,876 to Caltrans + $300,000 SCTA). SCTA support cost was used for appraisal and acquisition agent services and legal services. After the last amendment to Coop 4-2317 it was agreed that all future Caltrans expenditures on MSN B2 or C3 will be accounted for on Coop 4-2213.

Coop 4-2213 has been amended six times and currently provides $2,678,000 (100% Measure M funds) for right-of-way support and $15,939,000 ($915,000 Measure M) for right of way capital. Now that construction is complete, Caltrans has requested a budget increase of $500,000 to complete the right of way support and engineering services for the MSN B2 and C3 projects. Since the property acquisition which is funded by right of way capital is complete, it has been determined there are adequate funds remaining in the right of way capital budget to cover the additional right of way support need. This cooperative agreement will transfer $500,000 of Measure M funds from the right of way capital budget to the right of way support budget for a net zero increase in cost. The total Measure M funds for right of way support and right of way capital will remain the same ($3,593,000).
**Policy Impacts:**
None.

**Fiscal Impacts:**
Approval of Cooperative Agreement 2213-A7 will transfer $500,000 of existing Measure M right of way capital funds to right of way support. There will be no new financial impacts and the total Measure M funds for right of way support and right of way capital will remain the same.

**Staff Recommendation:**
Staff recommends that the Board authorize the Chair to execute the attached Amendment No. 7 to Cooperative Agreement 4-2213 increasing the budget for right-of-way support by $500,000 and decreasing the budget for right-of-way capital by $500,000, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel and to adopt Resolution No. 2017-024.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT 7 TO COOPERATIVE AGREEMENT 4-2213 FOR PS&E AND ROW FOR THE MSN-B2/C3 PROJECTS TO TRANSFER $500,000 OF EXISTING MEASURE M RIGHT OF WAY CAPITAL FUNDS TO RIGHT OF WAY SUPPORT.

WHEREAS, the Sonoma County Transportation Authority is authorized to provide Measure M funds for project development and construction of certain transportation projects though the California Department of Transportation (Caltrans); and

WHEREAS, Cooperative Agreement No. 4-2217 was previously executed with Caltrans and amended six times for the preparation Plans, Specifications, and Estimates (PS&E) and right of way capital and support services needed for the MSN-B2/C3 Contract at a cost not to exceed $7,957,000 in Measure M 101 Program funds; and

WHEREAS, an additional $500,000 is needed to complete right of way support activities; and

WHEREAS, it has been determined there are adequate funds remaining in the right of way capital budget to cover the additional right of way support need; and

WHEREAS, right of way capital will be decreased by $500,000 and right of way support will be increased by $500,000; and

WHEREAS, the total Measure M funds for right of way support and capital will remain the same.

NOW, THEREFORE, BE IT RESOLVED that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Amendment 7 to Cooperative Agreement 4-2213 with the California Department of Transportation, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.

THE FOREGOING RESOLUTION was moved by Director ____, seconded by Director ____, and approved by the following vote:

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Ayes:    Noes:     Absent:    Abstain:

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
AMENDMENT NO. 7 TO COOPERATIVE AGREEMENT

This AMENDMENT NO. 7 (AMENDMENT 7), entered into and effective on ________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and Sonoma County Transportation Authority, a public corporation referred to as SCTA.

RECITALS

1. CALTRANS and SCTA, collectively referred to as PARTNERS, entered into Cooperative Agreement No. 4-2213 (AGREEMENT) on February 23, 2009, defining the terms and conditions for developing and financing a highway improvement project, referred to as PROJECT, consisting of an interchange at Petaluma Boulevard South and Route 101 and frontage road in Sonoma County.

2. PARTNERS entered into Amendment No. 1 to AGREEMENT on October 5, 2010, to reduce the amount that SCTA will be reimbursed for performing PS&E tasks from $250,000 to $118,000 and also to adjust the funding commitments for an overall increase of $2,925,000.

3. PARTNERS entered into Amendment No. 2 to AGREEMENT on July 26, 2011, to identify those R/W Support tasks that SCTA will perform and be reimbursed an amount of $50,000 and also to adjust the funding commitments for an overall increase of $2,200,000.

4. PARTNERS entered into Amendment No. 3 to AGREEMENT on October 20, 2011, to increase the amount SCTA will be reimbursed for performing R/W Support tasks from $50,000 to $100,000 and also to adjust the funding commitments with no change to the overall funding total.

5. PARTNERS entered into Amendment No. 4 to AGREEMENT on March 27, 2012, to increase the amount SCTA will be reimbursed for performing R/W Support tasks from $100,000 to $160,000.

6. PARTNERS entered into Amendment No. 5 to AGREEMENT on November 26, 2012, to adjust the funding commitments for an overall increase of $3,809,000 and also to provide $50,000 of Measure M for R/W Capital spending to SCTA for initial work necessary to prepare the Marin Sonoma Narrows (MSN) Corridor Mitigation and Monitoring Plan for Riparian Mitigation.
7. PARTNERS also entered into Amendment No. 6 to AGREEMENT on March 26, 2014, to increase the amount CALTRANS would be reimbursed for R/W Support. CALTRANS’ reimbursement increased under this Amendment by $778,000 paid with Measure M funding. Total R/W Support increased from $1,400,000 to $2,178,000.

8. PARTNERS now wish to enter into AMENDMENT 7 to revise the funding obligations on PROJECT. Under AMENDMENT 7, Local Funds (Measure) for R/W Capital will be decreased by $500,000 and Local Funds (Measure) for R/W Support will be increased by $500,000. The total Local Funds (Measure) for R/W Support and Capital will remain the same.

**IT IS THEREFORE MUTUALLY AGREED:**

9. The FUNDING SUMMARY of AGREEMENT, as amended under Amendment No.6 is replaced in its entirety by FUNDING SUMMARY A-7, attached to and made a part of AMENDMENT 7, and any reference to the FUNDING SUMMARY in AGREEMENT is now deemed a reference to FUNDING SUMMARY A-7.

10. The SPENDING SUMMARY of AGREEMENT, as amended under Amendment No. 6, is replaced in its entirety by SPENDING SUMMARY A-7, attached to and made a part of AMENDMENT 7, and any reference to SPENDING SUMMARY in AGREEMENT is now deemed a reference to SPENDING SUMMARY A-7.

11. All other terms and conditions of AGREEMENT shall remain in full force and effect.

12. AMENDMENT is deemed to be included in, and made a part of, AGREEMENT.

**CONTACT INFORMATION**

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Wajahat Nyaz, Project Manager
111 Grand Avenue
Oakland, California 94612
Office Phone: (510) 286-5119
Mobile Phone: (510) 715-6273
Email: Wajahat_Nyaz@dot.ca.gov

The primary agreement contact person for SCTA is:
James Cameron, Deputy Director Projects and Programming
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401
Office Phone: (707) 565-5377
Email: james.cameron@scta.ca.gov
SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into AMENDMENT 7.
3. The people signing AMENDMENT 7 have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: __________________________
   Helena (Lenka) Culik-Caro
   Deputy District Director - Design

By: __________________________
   SCTA Chair

SONOMA COUNTY TRANSPORTATION AUTHORITY

CERTIFIED AS TO FUNDS:

By: __________________________
   Jeffrey Armstrong
   District Budget Manager

Attest: _______________________
   SCTA Executive Director

APPROVED AS TO FORM AND PROCEDURE

By: _______________________
   County Counsel
## FUNDING SUMMARY A-7

<table>
<thead>
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<th>Funding Source</th>
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# SPENDING SUMMARY A-7

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Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Projects and Programming
Item: 3.3 - Highway 101 – MSN-B2 Phase 2, PS&E Contract Amendment 3 SCTA13008-A3
Date: November 13, 2017

Issue:

Shall the SCTA Board ratify URS Corporation (a subsidiary of AECOM) Amendment SCTA13008-A3 for additional scope for the Plans, Specifications and Estimate (PS&E) phase of the Marin Sonoma Narrows (MSN) B2 Phase 2 – Sonoma Median Widening project?

Background:

The Highway 101 Marin Sonoma Narrows (MSN) project is an estimated $724 Million project (with escalation) to widen Highway 101 for High Occupancy Vehicles (HOV) from Route 37 in Novato to just south of Old Redwood Highway in Petaluma. To accelerate project delivery, SCTA, Caltrans, the Transportation Authority of Marin (TAM) have divided the project into more than a dozen projects.

The B2 Phase 2 project will add 4.0 miles of southbound and 4.3 miles of northbound High Occupancy Vehicle (HOV) lanes to US 101 from 0.6 miles south of the Marin/Sonoma County line (MRN 27.0) to 0.3 miles south of the East Washington Street Overcrossing in Sonoma County (SON 4.5). The HOV lanes will end before the proposed northbound lane drop north of Lakeville Highway (SR 116 East) and the proposed southbound lane drop 0.5 miles south of the Marin/Sonoma county line resulting in 8.8 miles of a full width 3rd lane and 8.3 miles of Highway 101 HOV lanes.

On May 14, 2012, the SCTA Board of Directors authorized re-programming of East Washington project’s Federal Earmark savings for the design of MSN B2 Phase 2. The Board also authorized staff to issue a Request for Proposal (RFP) in order to select a qualified design firm to do the design work. Staff issued an RFP on May 25, 2012, but was forced to reject all proposals in July 2012, due to an unexpected change in the Federal Disadvantaged Business Enterprise (DBE) program which is required for all contracts with Federal funds.

On November 30, 2012, SCTA and Caltrans entered into Cooperative Agreement 4-2462, which is necessary to define the roles and responsibilities and allocate the $2,642,000 budget between SCTA and Caltrans. In accordance with Coop 4-2462, SCTA was assigned a budget of $2,492,000 for the design of the project. The remaining $170,000 budget was assigned to Caltrans to prepare the right of way certification and for the final PS&E packaging necessary to advertise the project for construction.

On January 4, 2013, SCTA issued a new RFP to select a qualified design firm to provide PS&E services for the MSN B2 Phase 2 project using the new Federal requirements. On January 25, 2013, four firms submitted proposals. On February 14, 2013, a panel consisting of SCTA and Caltrans staff interviewed two of those firms. Based on the proposals and interviews, the panel selected URS Corporation as the most qualified firm to provide the necessary PS&E services. URS Corporation has provided SCTA with PS&E services for the successful delivery of the Highway 101 Central-A, Central-B, MSN-B2, and MSN-C3 contracts.
On March 11, 2013 the Board authorized the SCTA Chair to execute the original agreement with URS for MSN B2 Phase 2 PS&E Services (SCTA13008) for a not to exceed amount of $2,492,000. The effective date for the original agreement is August 8, 2013 with a not to exceed amount of $1,982,972 for a 24-month term.

On October 20, 2014 URS submitted a 100% design package but could not finalize the design until construction funding is identified, therefore the project design was put on hold. URS was asked to provide design details for Caltrans to explore amending the existing environmental permits in lieu of the lengthier new permit process and ensure the project is as shovel ready as possible.

On August 6, 2015 URS and SCTA Executive Director executed Amendment #1 to SCTA13008 that was ratified by the SCTA Board on September 14, 2015 for a three-year time extension which extended the term to August 7th, 2018.

On February 6, 2017, the SCTA successfully secured the final funding needed to construct the MSN B2P2 Project. A summary of the funding plan for the construction of the project is as follows:

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With construction funding secured, SCTA proceeded to finalize the design of the previously shelved MSN B2P2 project.

On March 27, 2017, the Board authorized the SCTA Chair to execute Amendment No. 2 to SCTA13008 with URS to address additional scope changes increasing the total compensation by $445,155 from $1,982,972 to $2,428,127, and an 18-month time extension for the completion of PS&E, design services during construction which extended the term from August 7, 2018 to February 8, 2021.

Since that time, URS is aggressively pursuing the final delivery of PS&E to Caltrans. The project is scheduled to have Caltrans advertise the construction contract in late 2017 and start construction in early 2018. To meet the aggressive delivery schedule, an additional amendment is required to address contract scope changes that were not originally anticipated.

The changes in scope include:

- Two additional PS&E submittals to Caltrans that were not originally anticipated due to changes in standards
- Developing a hydromodification mitigation plan required to obtain the 401 permit from the Regional Water Quality Control Board
- Performing additional structural analysis for one soil-nail retaining wall requested by FHWA
- Performing additional plan revisions to address revised standards issued by Caltrans on July 21, 2017
- Preparation of a conceptual Storm Water Prevention Pollution Plan to allow the contractor to begin work 15 calendar days after notice to proceed, rather than the standard 55 calendar days
• Additional coordination with other ongoing MSN projects including MSN C2, MSN B3, and corridor landscape projects

SCTA staff has reviewed these contractual scope changes and agrees that although they are within the scope of the project as intended, they are beyond the scope of work approved in the contract. The estimated budget for the additional scope is $232,251. In addition, additional budget is needed in order to complete design services during construction in the amount of $396,000 for a total increase of $663,873. SCTA staff recommends the approval of this amendment increasing the total compensation by $663,873 from $2,428,127 to $3,092,000.

This agreement was originally scheduled for the October 9, 2017 SCTA Board Meeting that was canceled due to multiple fires in Sonoma County. The decision was made to execute the agreement on 10/10/17 and ratify the agreement on 11/13/17 to avoid delay to the MSN B2 Phase 2 project and ensure that all consultant expenditures are federally reimbursable.

**Policy Impacts:**

There are no policy impacts associated with the recommendations.

**Fiscal Impacts:**

The funds for this amendment are from a Federal Earmark for the Marin Sonoma Narrows. The contract is 100% federally funded using toll credits in lieu of a non-federal match. The total contract value remains within the contract budget for the PS&E phase ($2,492,000) plus an additional $600,000 of federal funds from the construction phase to be used to perform the design services during construction for a total not to exceed amount of $3,092,000.

**Staff Recommendation:**

Staff recommends that the Board ratify the attached Amendment No. 3 to Contract SCTA13008 with URS Corporation (a subsidiary of AECOM) increasing the budget for PS&E by $232,251 and the design services during construction by $396,000 for a total not to exceed amount of $3,092,000.
AMENDMENT NUMBER 3 TO
AGREEMENT FOR PS&E CONSULTANT SERVICE

This Agreement is made by and between URS Corporation, a Nevada
Corporation, dba URS Corporation Americas (hereinafter referred to as
“CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter
referred to as “SCTA”).

RECITALS

WHEREAS, SCTA and CONSULTANT entered into Contract Number
SCTA13008 for CONSULTANT to provide design services for MSN Project B2 Phase 2
in Sonoma County; and

WHEREAS, Contract Number SCTA13008 included a Professional Scope of
Services (Exhibit A), Preliminary Project Schedule (Exhibit B), and Budget by Work
Task (Exhibit C); and

WHEREAS, SCTA and CONSULTANT entered into Amendment 1 to Contract
Number SCTA13008 to update the Project’s Term of Agreement; and,

WHEREAS, SCTA and CONSULTANT entered into Amendment 2 to Contract
Number SCTA 13008 to add additional scope and budget and to update the Project’s
Term of Agreement; and,

WHEREAS, in the judgment of SCTA’s Board of Directors it is necessary and
desirable to add compensation and scope for project delivery and construction
advertisement now that construction funding has been identified and to meet an
aggressive project delivery schedule.
OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

2. Amendment 1 to Exhibit A, URS Professional Scope of Services, of Agreement SCTA13008-A2 is hereby supplemented with Amendment 2 to Exhibit A, URS Professional Scope of Services.

3. Exhibit B, Preliminary Project Schedule, of Agreement SCTA13008-A2 is hereby replaced in its entirety with Amendment 2 to Exhibit B, Project Schedule.

4. Exhibit C, URS Budget by Work Task, of Agreement SCTA13008 is hereby replaced in its entirety with Amendment 2 to Exhibit C, URS Budget by Work Task.

5. Provision 2.1, Payment for Consultant Services, of Agreement SCTA13008-A2 is hereby replaced in its entirety by the following amended Provision 2.1:

**PAYMENT FOR CONSULTANT’S SERVICES:** For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Amendment 2 to Exhibit C, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid at the specific rates of compensation shown in Amendment 2 to Exhibit C and paragraphs 2.2 and 2.3, provided, however, that Consultant agrees to perform all services described in this Agreement for an amount not to exceed $3,092,000. The hourly rates specified in Amendment 2 to Exhibit C shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds SCTA’s approved overhead rate set forth in the Cost Proposal. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.
6. Provision 7, Prosecution and Progress, of Agreement SCTA13008 is hereby replaced in its entirety by the following amended Provision 7:

**PROSECUTION AND PROGRESS:** CONSULTANT shall be authorized to proceed with the performance of this Agreement upon the issuance by SCTA’s Executive Director of written Notice to Proceed. However, and notwithstanding the foregoing, CONSULTANT shall not perform any work under Task 10 as described in Amendment 1, and as supplemented by Amendment 2, to Exhibit A until the issuance by SCTA’s Executive Director of a separate written Notice to Proceed for Task 10. Performance of the services hereunder shall be completed within the times or by the dates specified in Amendment 2 to Exhibit B, however, CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT’s reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. SCTA shall notify CONSULTANT in writing of any event requiring CONSULTANT to stop work hereunder. Upon receipt of such notice, CONSULTANT shall immediately stop work and shall not resume work until notified in writing by SCTA. CONSULTANT shall be responsible for managing contract time and completing all deliverables in accordance with Amendment 1 to Exhibit A, Amendment 2 to Exhibit A and Amendment 1 to Exhibit B, however, CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT’s reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

7. Except to the extent the Agreement is specifically amended or supplemented hereby, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of SCTA arising there under.

8. CONSULTANT warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of CONSULTANT.
SCTA AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 3 to agreement SCTA13008 as set forth below.

CONSULTANT

DATED: 10/3/17

By: ____________________________
Consultant

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: 10/10/17

By: ____________________________
Chair, SCTA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY SCTA:

DATED: 10/10/17

By: ____________________________
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: 10/10/17

By: ____________________________
SCTA Counsel
Amendment 2 to
EXHIBIT A

URS Corporation

Professional Scope of Services

For

Marin-Sonoma Narrows (MSN)
B2 Phase 2 Project
SCOPE OF SERVICES

Introduction

This amendment to the scope of services dated February 21, 2017, by URS Corporation (CONSULTANT) is specifically based to provide Sonoma County Transportation Authority (SCTA) with professional design services for final Plans, Specifications and Estimate (PS&E), bid support and design services during construction support for the Marin-Sonoma Narrows (MSN) – B2 Phase 2 project (Project).

The following is amended to Task 7 of the Scope of Services dated February 21, 2017:

- **TASK 7.** Final PS&E (RTL)
  - Added review of comments and preparation of a 1<sup>st</sup> Revised Final PS&E submittal to Caltrans District (Roadway, Electrical and Highway Planting) and Caltrans DES OSFP (Structures)
  - Added review of comments and preparation of a 2<sup>nd</sup> Revised Final PS&E submittal for structures only to Caltrans DES OSFP
  - Added PS&E details to achieve 100% hydromodification mitigation on-site requested by the RWQCB in order to issue the 401 Certification
  - Added review of comments by the FHWA on the 2<sup>nd</sup> Revised Final PS&E submittal for structures and preparation of independent structure calculations on one soil-nail retaining wall using the FHWA’s latest publication “Geotechnical Engineering Circular 7 – Soil Nail Walls”, dated February 2015
  - Added post RTL revisions to the PS&E to incorporate revised standards issued by Caltrans on July 21, 2017
  - Added task to prepare a conceptual SWPPP and coordinate with Caltrans for review and approval. Revise PS&E to incorporate the use of the Conceptual SWPPP that allows the contractor to begin work 15 calendar days after Notice to Proceed, rather than the standard 55 calendar days.
  - Added task to coordinate with various MSN corridor projects in the final design or construction phases to ensure compatibility with the construction of the MSN B2 Phase 2 project. Task work includes preparing for, and attending, coordination meetings, reviewing design and construction drawings for other corridor MSN projects, providing design and construction phasing advise, reviewing construction schedules, and, as needed, revising, the PS&E for the MSN B2 Phase 2 project.

Deliverables

The CONSULTANT will submit the following added Task 7 deliverables:

- 1<sup>st</sup> Revised Final PS&E (Roadway, Electrical, Highway Planting and Structures)
- 2<sup>nd</sup> Revised Final PS&E (Structures only)
- Post RTL Revised Final PS&E for Project Advertisement
- Conceptual SWPPP
### Task 1: Project Management
- **Duration:** 1120 days
- **Start:** Thu 8/1/13
- **Finish:** Thu 8/1/13

### Task 2: Planning, Prelim & Final Investigations
- **Duration:** 920 days
- **Start:** Thu 8/1/13
- **Finish:** Thu 8/1/13

### Task 3: Preliminary Engineering (35%)
- **Start:** Thu 8/1/13
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 4: Final PS&E (95%)
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 5: Final PS&E (65%)
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 6: Final PS&E (100%)
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 7: Final PS&E (RTL)
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 8: R/W Engineering and Support
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 9: Permit Applications and Obtain Permits
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

### Task 10: Bid Support and DDRC
- **Start:** Thu 11/16/17
- **Finish:** Thu 8/1/13
- **Duration:** 1120 days

---

**Prepared by:** URS Corporation

---

**CONTRACT AMENDMENT 3**

**AMENDMENT 2 to EXHIBIT B**

**MSN B2 Phase 2**
## CONTRACT AMENDMENT 3 - AMENDMENT 2 to EXHIBIT C-1

### MSN - B2 Phase 2 Median Widening Project

#### PSE Phase

Estimated Cost

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**% budget** 7.3% 18.1% 6.5% 10.9% 7.2% 5.4% 21.1% 0.3% 3.9% 19.4% 100.0%
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LABOR HOURS ESTIMATE

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<th>Survey Manager</th>
<th>Survey Technician</th>
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<th>Sr. Project Engineer</th>
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[Excel Spreadsheet Content]
## Labor Hours Estimate

### Deliberables

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### Task Details

#### Task 6
- **Final PS&E (RTL)**
  - **Subtotal:** 1,090

#### Task 7
- **Resident Engineer's File**
  - **Subtotal:** 56
- **Survey File**
  - **Subtotal:** 28
- **Caltrans CAD Submittals**
  - **Subtotal:** 0

#### Task 8
- **Encroachment Permits**
  - **Subtotal:** 0
- **R/W Certification**
  - **Subtotal:** 0

#### Task 9
- **Environmental Permits**
  - **Subtotal:** 0
- **Construction General Permit Compliance**
  - **Subtotal:** 0
- **Revised JD Mapping**
  - **Subtotal:** 0

#### Task 10
- **Bid Support**
  - **Subtotal:** 480
- **Design Support During Construction (Assume 18 Month Duration)**
  - **Subtotal:** 3,836

### Total Project Hours
- **Total:** 18,560

### Total Hours by Percent
- **Total:** 100.0%

For purposes of the estimate, rates are estimated average for each position.
Billing rates are determined by actual salary at time of service times audited multiplier.
Annual escalation occurs each January 1.
Billing rate increases do not increase contract limit.

---

For further details and calculations, please refer to the attached spreadsheet.
## CONTRACT AMENDMENT 3 - AMENDMENT 2 to EXHIBIT C-3
### MSN - B2 Phase 2 Median Widening Project
### Estimated Cost

#### DIRECT LABOR

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| Total Direct Labor              | 18,560| $1,015,586 |
| Overhead                        | 121.468%| $1,233,613 |
| Fee                             | 10%| $224,920 |
| Labor Escalation (52 month sched) | 7.360%| $182,095 |

#### SUBCONSULTANTS

- H&A: $0
- WRECO: $191,039
- Y&C Engineering: $83,970
- Cal Safety: $3,540
- V&A: $8,960
- CH2M: $43,991

| Subtotal Subconsultants | $331,499 |
| Subconsultant Fee | 0% | $0 |
| Total Subconsultants | $331,499 |

#### EXPENSES

- Environmental Drilling: $0
- Environmental Testing: $9,500
- Geotech Drilling: $29,540
- Geotech Testing: $6,900
- Potholing: $0
- Printing: $27,500
- Postage, Travel, Misc.: $14,975
- Env Permit Fees: $15,000

| Subtotal Expenses | $103,415 |
| Expenses Fee | 0% | $0 |
| Total Expenses | $103,415 |

#### TOTAL PROJECT COST

$3,091,128

For purposes of the estimate, rates are estimated average for each position
Billing rates are determined by actual salary at time of service times audited multiplier
Annual escalation occurs each January 1
Billing rate increases do not increase contract limit
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 3.4 – Status of Measure M annual reporting letters
Date: November 13, 2017

**Issue:**

What is the status of the annual reporting for expenditures of Measure M funds for FY16/17?

**Background:**

The Traffic Relief Act of Sonoma County requires that agencies receiving Measure M funds report on how those funds were spent in a given fiscal year. Reporting letters are due on September 15 of each year, reporting on the previous fiscal year. This requirement is outlined in the 2017 Strategic Plan, Policy 4.12. Reporting letters are required for the following programs:

- Transit/Rail (LBT/Rail)
- Local Streets Rehabilitation (LSR)
- Local Streets Projects (LSP)
- Bicycle/Pedestrian Projects (Bike/Ped)

If an agency fails to submit Measure M reporting letters by the deadline, the Strategic Plan states that the next fiscal year’s allocation or reimbursements for expenditures (in the case of Local Streets or Bike/Ped Projects) may be withheld until the reporting letter is received. Upon the suggestion of the auditor, governing bodies of any Measure M recipients delinquent in submitting annual reporting letters may be notified in writing.

The LSR program allows cities to carry over funds for up to three years in order to amass funds for larger projects. The program also requires that if an agency has chosen to carry over funds from previous fiscal year’s allocation, interest on the sum must be reported. Banked funds must be spent in the third year, or SCTA reserves the right to withhold the next year’s allocation until the jurisdiction’s balance is drawn down, as is outlined in the Strategic Plan, Policy 4.1. Several jurisdictions show a partial expenditure of funds, but are banking some portion of the balance for future expenditures.

All LSR reporting letters were received by the 9/15/17 deadline.

LBT program funds are distributed on a quarterly basis. All transit agencies receiving Measure M funding are required to submit an annual audit to accompany their reporting. Because the annual audits usually take some months to produce after the close of the fiscal year, they are not always complete by the reporting deadline of September 15, thus transit agencies are given until December 31 to submit the required audit. Reporting letters remain due on September 15. All transit agencies submitted their annual reporting letters by the deadline.
All reporting letters for the LSP, Bike/Ped and Rail programs were submitted on time. This summary was also provided to the SCTA Technical and Citizens Advisory Committees.

**Policy Impacts:**
None, these procedures are consistent with the policy established in the Traffic Relief Act of Sonoma County, and the 2017 Strategic Plan.

**Fiscal Impacts:**
None

**Staff Recommendation:**
None, this is an information item only.
Staff Report

To: Sonoma County Transportation Authority

From: James R. Cameron, Director Projects and Programming

Item: 3.5 – Amendment No. 4 to Cooperative Agreement 04-2363 with Caltrans related to Construction of Old Redwood Highway Interchange (Central C)

Date: November 13, 2017

Issue:
Shall the SCTA amend Cooperative Agreement Number 04-2363 with Caltrans to reflect a budget adjustment for the construction phase of the Central C (Highway 101 / Old Redwood Highway Interchange) project?

Background:

Cooperative Agreement 04-2363 with Caltrans

On October 4, 2011, SCTA and Caltrans executed Cooperative Agreement 4-2363 to provide for the construction of the Central C - Highway 101 / Old Redwood Highway Interchange project. Coop 4-2363 was subsequently amended three times to adjust budget and scope as follows.

On July 18, 2012, SCTA and Caltrans executed Cooperative Agreement 4-2362-A1 to account for changes in the amount of Proposition 1B - State and Local Partnership Program (SLPP) funding available for the project and to provide an additional $150,000 to Caltrans for final PS&E packaging and advertisement.

On September 3, 2013, SCTA and Caltrans executed Cooperative Agreement 4-2363-A2 to reduce the construction Capital budget by $2,351,000 to reflect the low bid and the construction award allotment.

On March 25, 2016, SCTA and Caltrans executed Cooperative Agreement 4-2363-A3 to transfer $1,100,000 of Construction Capital savings to Construction Support ($400,000) and Right of Way ($700,000) to address cost overruns.

Now that construction is complete, a further amendment is needed to reflect the final construction capital cost. Caltrans Cooperative Agreement 4-2363-A4 will reduce Construction Capital SCTA/City funds from $18,737,000 to $17,737,000 ($1M savings) to reflect the final actual expenditure at project close out.

Existing Cooperative Agreement SCTA10021-A2 with the City of Petaluma:

On May, 7, 2010, SCTA entered into Cooperative Agreement No. SCTA10021 with the City of Petaluma to define the funding, roles and responsibilities necessary to combine the Old Redwood Highway overcrossing replacement project with the reconstruction of the Old Redwood Highway Interchange ramps of the Central project (Central-C). The agreement specified that the City would provide for the re-validation of the Central project’s environmental document and the design of the interchange, whereas SCTA would provide for the right of way certification and construction of the interchange. Funding was divided by the proportionate share of the Highway 101 scope versus the overcrossing scope. Since that time, the agreement was amendment two times to adjust budgets.

Although capital construction is complete, construction and right of way close out activities remain to be finalized. Once these activities are complete, the final project cost for all phases of work will be known and
project savings will be reconciled and distributed between the SCTA and the City which will require a future amendment to Agreement SCTA 10021.

**Policy Impacts:**

None

**Fiscal Impacts:**

The proposed amendment will result in a net savings of $1,000,000 in Measure M 101/City of Petaluma funds. A future amendment of Agreement SCTA 10021 with the City of Petaluma will be needed once all final project costs are known and savings distributed by the proportionate share of the Highway 101 and overcrossing scope.

**Staff Recommendation:**

Staff recommends that the Board authorize the Chair to execute the attached Amendment No. 4 to Caltrans Cooperative Agreement Number 4-2363 to decrease the capital budget by $1,000,000 to $17,737,000 to reflect the final project construction capital cost in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel and to adopt Resolution No. 2017-025.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT 4 TO COOPERATIVE AGREEMENT 4-2363 FOR CONSTRUCTION FOR THE HIGHWAY 101 CENTRAL PROJECT TO REFLECT THE FINAL ACTUAL COST OF CONSTRUCTION CAPITAL

WHEREAS, the Sonoma County Transportation Authority is authorized to provide Measure M funds for project development and construction of certain transportation projects through the California Department of Transportation (Caltrans); and

WHEREAS, Construction of the Highway 101 Central project is complete and final capital construction costs are known; and

WHEREAS, Cooperative Agreement No. 4-2363 was previously executed with Caltrans for construction of the Old Redwood Highway Interchange Project in Petaluma; and

WHEREAS, SCTA and Caltrans amended Cooperative Agreement No. 4-2363 three times to add PS&E services, adjust budgets to reflect bid savings and adjust budgets to redistribute funds from construction capital to construction support and right of way support; and

WHEREAS, Amendment No. 4 to Cooperative Agreement 4-2363 is needed to reduce the Construction Capital SCTA/City funds from $18,737,000 to $17,737,000 ($1M savings) to reflect the final capital construction expenditure.

NOW, THEREFORE, BE IT RESOLVED that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Amendment 4 to Cooperative Agreement 4-2363 with the California Department of Transportation in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.

THE FOREGOING RESOLUTION was moved by Director ____________, seconded by Director ____________ and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
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<tbody>
<tr>
<td>Director Coursey</td>
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<td>Director Mackenzie</td>
<td>Director Zane</td>
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Ayes: ________  Noes: ________  Absent: ________  Abstain: ________

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT

This AMENDMENT NO. 4 (AMENDMENT), entered into, and effective on, _________________ , 2017, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

Sonoma County Transportation Authority, a public corporation, referred to as SCTA.

RECITALS

1. CALTRANS and SCTA, collectively referred to as PARTNERS, entered into Cooperative Agreement No. 04-2363 (AGREEMENT) on October 4, 2011, defining the terms and conditions for reconstruction of US 101 interchange with Old Redwood Highway in the City of Petaluma, referred to as PROJECT.

2. PARTNERS entered into Amendment No. 1 to AGREEMENT (District Agreement No. 04-2363-A1) on July 18, 2012 to include reimbursement of PS&E WBS activities 3.260 and 3.265 to be performed by CALTRANS for an estimated $150,000.

3. PARTNERS entered into Amendment No. 2 to AGREEMENT (District Agreement No. 04-2363-A2) on September 3, 2013 to revise the Construction Capital funding based on low bids and the construction award allotment. Total Construction Capital was reduced by $2,351,000.

4. PARTNERS entered into Amendment No. 3 to AGREEMENT (District Agreement No. 04-2363-A3) on March 25, 2016 to (a) decrease the Local (City Measure) funds for Construction Capital by $1,100,000 and (b) increase the Local (City Measure) funds for Construction Support by $400,000 to address the projected Construction Support cost overrun for plant establishment and close-out activities and (c) extend the original estimated date for Obligation Completion from December 21, 2014 which is past, to December 31, 2016.

5. PARTNERS now seek to enter into Amendment No. 4 to AGREEMENT (District Agreement No. 04-2363-A4) to reduce the Construction Capital SCTA funds from $18,737,000 to $17,737,000 to reflect the final actual expenditure at the project close out.

IT IS THEREFORE MUTUALLY AGREED:

6. The attached FUNDING SUMMARY A4 will replace the FUNDING SUMMARY A3 of AGREEMENT, as amended under Amendment No. 3 to AGREEMENT, in its entirety. Any reference to the FUNDING SUMMARY in AGREEMENT is now deemed to be a reference to FUNDING SUMMARY A4.

7. The attached SPENDING SUMMARY A4 will replace the SPENDING SUMMARY A3 of AGREEMENT, as amended under Amendment No. 3 to AGREEMENT, in its
entirety. Any reference to the SPENDING SUMMARY in AGREEMENT is now deemed to be a reference to SPENDING SUMMARY A4.

8. All other terms and conditions of AGREEMENT shall remain in full force and effect.

9. AMENDMENT is deemed to be included in, and made a part of, AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Betsy Joseph, Regional Project Manager, Sonoma County
111 Grand Avenue
Oakland, CA 94612
Office Phone: (510) 286-5097
Email: betcy.joseph@dot.ca.gov

The primary agreement contact person for SCTA is:
James Cameron, Deputy Director of Projects and Programming
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401
Office Phone: (707) 565-5377
Email: james.cameron@scta.ca.gov
SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into AMENDMENT.
3. The people signing AMENDMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ____________________________
   Helena (Lenka) Culik-Caro
   Deputy District Director, Design

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: ____________________________
   David Rabbit
   Chair

CERTIFIED AS TO FUNDS:

By: ____________________________
   Jeffrey Armstrong
   District Budget Manager

Attest: __________________________
   Suzanne Smith
   Executive Director

APPROVED AS TO FORM AND PROCEDURE

By: ____________________________
   Adam Brand
   Attorney
## FUNDING SUMMARY A3

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## SPENDING SUMMARY A3

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* The amount of $150,000 PS&E Support cost from SCTA’s Measure funds will pay for PS&E activities 1.260 and 1.265 performed by CALTRANS.

** The amount of $405,000 out of the Construction Support cost will pay for design services performed by SCTA’s consultant during Construction.
Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director Projects and Programming
Item: 3.6– Highway 101 – Marin Sonoma Narrows (MSN) C2 Project Amendment No. 7 to BKF Agreement and Amendment No. 4 to Caltrans Cooperative Agreement No. 4-2308 for PS&E
Date: November 13, 2017

Issue:

Shall the SCTA

1) Amend Agreement SCTA10014 with BKF Engineers to finalize the plans specifications and estimate for the full MSN C2 project in the amount of $1,600,000?

2) Amend Cooperative Agreement 4-2308 with Caltrans to increase the PS&E support funding in the amount of the BKF Agreement – Amendment No. 7 ($1.6M) and $150,000 for Caltrans to advertise the project?

Background:

The Highway 101 Marin Sonoma Narrows (MSN) C2 Project is the northerly segment of the MSN project from just north of the Highway 101 and Highway 116 connection to 0.3 mile north of the Corona Road Overcrossing in Petaluma. The project includes soundwalls, bridges, ramp widening and median widening for High Occupancy Vehicle (HOV) lanes.

Agreement SCTA10014 – BKF Engineers

At the January 11, 2010, meeting, the Board approved the selection of BKF consulting engineers to perform design services and authorized executing an agreement with BKF in an amount not to exceed $5,000,000. An agreement in the amount of $4,784,316 was executed with BKF. The MSN C-2 HOV project was shelved at 95% design due to lack of construction funding.

Agreement No. SCTA11012 between SCTA and the City of Petaluma was approved at the December 20, 2010, council meeting in which the City of Petaluma agreed to provide funding in the amount of $498,000 for the design (PS&E) of the Rainier Avenue undercrossing structure. At the December 13, 2010, meeting the Board authorized SCTA staff to negotiate Amendment No. 1 to the agreement with BKF to provide additional PS&E services to include the design of the Rainier Avenue Hwy 101 structure in the MSN C2 project for a not to exceed amount of $498,000. The MSN C-2 PS&E package will include a new Hwy 101 structure at the location of the future Rainier Avenue Cross Town Connector.

On March 12, 2012, the Board approved amendment No. 2 to the BKF agreement to include scope modifications in order to meet current design standards and maintenance requirements including modify the Washington Avenue Interchange; add northbound and southbound auxiliary lanes between the Lakeville Highway and Washington Avenue Interchange; modify the Lakeville Highway Interchange; relocate...
soundwalls from the edge of pavement to the right of way line; and prepare a supplemental project report. Amendment No. 2 was approved by the Board for a not to exceed amount of $166,086 for additional design (PS&E) services and to extend the term of the agreement to June 30, 2013.

Amendment No. 2 also included BKF providing supporting documentation to Caltrans for an environmental revalidation to incorporate the above noted scope changes. It was assumed that Caltrans would perform the work associated with the environmental revalidation. Caltrans subsequently informed SCTA they did not have the resources to perform the environmental revaluation work. In order to keep the design and environmental revalidation moving forward, it was agreed to have an SCTA consultant perform the environmental revalidation.

On June 11, 2012, the Board approved Amendment No. 3 to the BKF agreement to add the scope to perform an environmental revalidation and hold a public information meeting for an amount not to exceed $125,000.

On May 13, 2013, the Board approved Amendment No. 4 to the BKF agreement to extend the term of the contract through April 30, 2016 in order for BKF to complete design and environmental services.

On April 11, 2016, the Board approved Amendment No. 5 to the BKF agreement to extend the contract term through December 31, 2020, in order for BKF to complete design services and to provide design services for the right of way and construction phases should funding become available.

On December 12, 2016, the Board approved Amendment No. 2 to cooperative agreement SCTA11012 with Petaluma to advance $7,000,000 of construction funds to fund the MSN C2 soundwall Project (MSN C2A). The total estimated cost of the MSN C2A project was $12,000,000. The remaining $5,000,000 was likely to be funded from an inter-program loan between the Local Street Projects Program and the Highway 101 Program.

On May 8, 2017, the Board approved Amendment No. 6 to the BKF agreement to add scope to extract and package the MSN C2 soundwalls as a stand-alone project (MSN C2A) which will include finalizing the design and providing support during bid advertisement and the construction phase for a not to exceed amount of $350,000.

Since that time, SCTA staff has developed a funding strategy to deliver the full MSN C2 project and a separate soundwall project will no longer be pursued, however, the soundwalls will be designated as a first order of work on the full MSN C2 project. In order to deliver the full MSN C2 project, Amendment No. 7 to the BKF agreement is needed to provide additional funds to finalize PS&E and add additional scope that was not originally anticipated for a not to exceed amount of $1,600,000 and a total contract not to exceed amount of $7,523,402. Additional scope items include:

- Additional utility relocation design for Sonoma County Water Agency and City of Petaluma water and sewer lines. The cost for this work may be reimbursed pending resolution of property rights
- Updating plans, specifications and reports to meet current standards that changed since the project was shelved in 2014
- Optional contingency items that are pending final resolution with Caltrans

Unused funds from Amendment 6 (MSN C2A project) will be used toward completion of the full MSN C2 project.

SCTA is operating in anticipation of successfully competing for final construction funding; successful projects will be announced in May 2018. Prior to advertisement in 2019 a further amendment to the BKF agreement will be needed to add bid support and design services during construction.
The proposed MSN C2 delivery schedule includes Caltrans plan reviews, environmental permits and acquisition of 99 parcels (includes temporary construction easements, full and partial acquisitions) which will result in construction starting in Early 2020.

**Cooperative Agreement 04-2308 with Caltrans**

On April 12, 2010, the Board approved Cooperative Agreement No. 4-2308 between SCTA and Caltrans defining responsibilities for delivering the various PS&E tasks and for identifying the project funding sources. Measure M funds will be used to fully fund the PS&E phase of the work. The cooperative agreement with Caltrans establishes that SCTA will be the lead agency for delivering the design work through BKF and establishes that Caltrans will provide only oversight and review functions at no cost to the SCTA.

On July 9, 2012, the Board approved amendment No. 1 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans to add environmental revalidation scope to be performed by SCTA (through BKF) and increase the PS&E budget by $125,000.

On September 10, 2012, the Board approved Amendment No. 2 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans for Caltrans to perform environmental studies beyond the original scope of work included in the BKF agreement, Amendment No. 3 and Cooperative Agreement No. 4-2308-A1. The studies performed by Caltrans included noise, traffic forecasting, highway, operations, relocation impact and visual assessment impact for an estimated amount of $56,700. Amendment No. 2 also included a $20,000 contingency for a total amount of $76,700.

On July 13, 2015, the Board approved Amendment No. 3 to Cooperative Agreement No. 4-2308 to reflect the actual cost Caltrans incurred to perform the environmental studies for noise, traffic forecasting, highway, operations, relocation impact and visual assessment impact which resulted in a savings of $44,680.48.

On July 10, 2017, the Board approved Amendment No. 4 to Cooperative Agreement No. 4-2308 to increase the PS&E support funding in the amount of $350,000 for the MSN C2A Soundwall Project. Although this agreement was approved by SCTA, Caltrans has yet to execute the agreement. Due to the fact that SCTA staff developed a funding strategy to deliver the full MSN C2 project and since the agreement with Caltrans for the MSN C2 project was never executed, Amendment No. 4 to Cooperative Agreement 4-2308 has been revised to reflect the increase in PS&E support funding for the full MSN C2 project.

Revised Amendment No. 4 to Cooperative Agreement 04-2308 is needed to increase PS&E support funding by $1,750,000 ($1.6M for BKF to complete PS&E and $150K for bid advertisement and award to be performed by Caltrans) to complete the design of the full MSN C2 Project. Caltrans will continue to provide oversight and review functions at no cost to the SCTA.

It is anticipated that a future amendment to the right of way Cooperative Agreement 04-2309 with Caltrans will be required due to the increase in cost of property acquisitions. This will be addressed in a future Board Action that will also address the programming of the Construction matching funds.

**Policy Impacts:**

None

**Fiscal Impacts:**

Amendment No. 7 to Agreement SCTA10014 between SCTA and BKF will commit an additional $1,600,000 in Measure M-101 Funds. Amendment No. 4 to Cooperative Agreement 4-2308 between SCTA and Caltrans will commit an additional $150,000 in Measure M-101 Funds. The combined action will commit a total of $1,750,000 in Measure M-101 Funds to the Highway 101 MSN C2 Project. Based on the latest cash flow model,
the Measure M – 101 remaining program capacity will be reduced to $62,000 in quarter 2 of FY 2021 and an ending cash balance of $14,102,000 in FY 2025. Funding of Right of Way overruns and Constriction of MSN C2 - 101 programing will be with a loan from the Local Streets Program that will be paid back in Fiscal Year 2025.

This funding action is necessary to meet the proposed delivery schedule of 2019 put forward in our application for construction funding.

**Staff Recommendation:**

1) SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute proposed contract amendment SCTA10014-A7 with BKF Engineers to finalize the plans specifications and estimate for the full MSN C2 project for a not to exceed amount of $1,600,000 and a total contract not to exceed amount up to $7,523,402, subject to final review and approval by legal counsel.

2) SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute proposed Amendment No. 4 to Cooperative Agreement 4-2308 with Caltrans to increase the PS&E support funding in the amount of the BKF amendment ($1.6M), plus $150,000 for Caltrans to finalize the design of the MSN C2 project, subject to final review and approval by legal counsel.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING STAFF TO NEGOTIATE AND FOR THE CHAIR TO EXECUTE AMENDMENT NO. 4 (REVISED) TO COOPERATIVE AGREEMENT 4-2308 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO REFLECT THE COST TO FINALIZE PLANS, SPECIFICATION AND ESTIMATE AND BID ADVERTISEMENT AND AWARD FOR THE MSN C2 PROJECT.

WHEREAS, the Sonoma County Transportation Authority (SCTA) entered into Cooperative Agreement No. 4-2308 with Caltrans defining the responsibilities for delivering the various PS&E tasks and project funding source for the MSN C-2 Project; and

WHEREAS, Amendment No. 1 to Cooperative Agreement No. 4-2308 added provisions for the SCTA to perform the revalidation work required by project scope changes; and

WHEREAS, Amendment No. 2 to Cooperative Agreement No. 4-2308 added provisions for Caltrans to perform additional environmental studies required for the MSN C-2 Project since they were the best suited to prepare the studies; and

WHEREAS, Amendment No. 3 to Cooperative Agreement No. 4-2308 updated the funding commitments to reflect the actual cost to perform environmental studies; and

WHEREAS, previous Amendment No. 4 to Cooperative Agreement 4-2308 increased PS&E support by $350,000 to complete the design of the MSN C2 Soundwall Project (MSN C2A), approved by the Board on July 10, 2017, was never executed by the California Department of Transportation; and

WHEREAS, a funding strategy to deliver the full MSN C2 project has been developed and the stand alone Soundwall Project (MSN C2A) is not being pursued at this time; and

WHEREAS, Amendment No. 4 to Cooperative Agreement 4-2308 has been revised to reflect the delivery of the full MSN C2 project; and

WHEREAS, Amendment No. 4 to Cooperative Agreement 4-2308 is needed to increase PS&E support by $1,750,000 to complete design of the full MSN C2 Project and provide bid advertisement and award services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the Chair to execute Amendment No. 4 to Cooperative Agreement No. 4-2308 to complete the design of the MSN C2 Project and provide bid advertisement and award services, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.

THE FOREGOING RESOLUTION was moved by Director _____, seconded by Director_____, and approved by the following vote:

Director Agrimonti _______ Director Mackenzie _______
Director Albertson _______ Director Mansell _______
Director Carnnachi _______ Director Rabbitt _______
Director Coursey _______ Director Russell _______
Director Gorin _______ Director Salmon _______
Director Landman _______ Director Zane _______

Ayes: _______ Noes: _______ Absent: _______ Abstain: _______
SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT

This Amendment No. 4 to Agreement (AMENDMENT), entered into, and effective on, _______________ 2017, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

Sonoma County Transportation Authority, a political subdivision of the State of California, referred to as SCTA.

RECITALS

1. CALTRANS and SCTA, collectively referred to as PARTNERS, entered into Agreement No. 04-2308 (AGREEMENT) on May 25, 2010, defining the terms and conditions for cooperating on the Plans, Specifications and Estimates (PS&E) phase of a highway improvement project (PROJECT) in Sonoma County. PROJECT consists of design of the northerly segment of the Marin-Sonoma Narrows project from just north of the U.S. 101 and State Route 116 connection to 0.3 mile north of the Corona Road Overcrossing in the City of Petaluma and includes sound walls, bridges, median widening and ramp widening.

2. PARTNERS entered into Amendment No. 1 to AGREEMENT on July 24, 2012 to increase funding for PS&E support in the amount of $539,086.00, which included $125,000.00 for work associated with an environmental revalidation effort.

3. PARTNERS entered into Amendment No. 2 to AGREEMENT on September 20, 2012 to increase PS&E support funding in the amount of $76,700.00 for reimbursement to CALTRANS for conducting environmental studies associated with the environmental revalidation work, which included noise, traffic forecasting, highway operations, relocation impact, visual impact assessment, and maintenance support for field investigations.

4. PARTNERS entered into Amendment No. 3 to AGREEMENT on September 25, 2015 to reflect the actual expenditure of $32,019.52 made by CALTRANS to perform the environmental studies for the environmental revalidation, resulting in a savings of $44,680.48. The total PS&E support funding was reduced from $5,400,102.00 to $5,355,421.52.

5. PARTNERS now seek to enter into Amendment No. 4 to AGREEMENT to increase the PS&E support funding in the amount of $1,750,000 from Measure M local funds to finalize the design of the project (MSN C2). The total PS&E support funding was increased from $5,355,421.52 to $7,105,421.52.
IT IS THEREFORE MUTUALLY AGREED:

6. The attached FUNDING SUMMARY A-4 will replace FUNDING SUMMARY A-3 of AGREEMENT in its entirety.

7. The attached SPENDING SUMMARY A-4, will replace SPENDING SUMMARY A-3 of AGREEMENT in its entirety.

8. All other terms and conditions of AGREEMENT shall remain in full force and effect.

9. AMENDMENT is deemed to be included in, and made a part of, AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Betcy Joseph, Project Manager
111 Grand Avenue
Oakland, California 94126
Office Phone: (510) 286-5097
Mobile Phone: (510) 290-7529
Email: betcy_joseph@dot.ca.gov

The primary agreement contact person for SCTA is:
James Cameron, Deputy Director of Projects and Programming
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401
Office Phone: (707) 565-5373
Email: jcameron@sctainfo.org
SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into AMENDMENT.
3. The people signing AMENDMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ____________________________
   Helena (Lenka) Culik-Caro
   Deputy District Director - Design

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: ____________________________
   SCTA Chair

CERTIFIED AS TO FUNDS:

By: ____________________________
   Interim District Budget Manager

Attest: __________________________
   SCTA Executive Director

APPROVED AS TO FORM AND PROCEDURE

By: ____________________________
   SCTA Counsel
FUNDING SUMMARY A-4

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SPENDING SUMMARY A-4

Design (PS&E)

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AMENDMENT NO. 6 TO AGREEMENT FOR PS&E CONSULTANT SERVICES

This Amendment No. 6 to Agreement No.SCTA10014 is made by and between BKF Engineers (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

RECITALS

WHEREAS, the California Department of Transportation (hereinafter “Caltrans”), SCTA, and the Transportation Authority of Marin (hereinafter TAM) have determined to undertake a project on Route 101 from 0.5 km (0.3 mi) north of the Route 37 interchange in the City of Novato to 0.5 km (0.3 mi) north of the Corona Road Overcrossing in the City of Petaluma; KP 30.0/44.5 (PM 18.6/27.7) in Marin County and KP0.0/11.5 (PM 0.0/7.1) in Sonoma County (hereinafter “the MSN Corridor Project”); and

WHEREAS, by agreement with Caltrans and TAM, one of the capital improvement construction projects will consist of widening Highway 101 for High Occupancy Vehicle (HOV) lanes from just south of the Caulfield Lane Overcrossing (PM 4.0) to 0.5 miles south of the Old Redwood Highway Overcrossing in the vicinity of Clegg Street (PM 7.1) in the City of Petaluma (hereinafter “the MSN Project C2”) in Sonoma County; and,

WHEREAS, by agreement with Caltrans, SCTA is responsible for the preparation of the PS&E for the MSN Project C2; and,

WHEREAS, the PS&E must be prepared in accordance with applicable State laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, and other standards, including, but not limited to, compliance with Caltrans and FHWA requirements; and

WHEREAS, by agreement, Caltrans will provide quality assurance on the work products and CONSULTANT is expected to work closely with appropriate Caltrans staff to ensure appropriate standards are met; and,

WHEREAS, CONSULTANT is a duly qualified engineering firm directed by and employing persons having appropriate certifications, licenses and experience in the preparation of PS&E; applicable federal, state, and local laws, rules, and regulations; design, engineering and related analysis; and the preparation of legally and technically acceptable engineering plans, specifications, and estimates; and

WHEREAS, SCTA and CONSULTANT have entered into Agreement No.SCTA10014 to prepare the PS&E for the MSN Project C2;

WHEREAS, SCTA and CONSULTANT have entered into Amendment No. 1 of Agreement No.SCTA10014-A1 to add the design of the Rainier Overcrossing to the project and provided for additional compensation in the amount of $498,000;
WHEREAS, SCTA and CONSULTANT have entered into Amendment No. 2 for changes to the scope of the project that require additional design effort by the CONSULTANT including changes to the southern project limits from the Caulfield Lane Overcrossing to the Lakeville Highway Interchange, modifications to the Lakeville Highway Interchange south off-ramp, modifications to the E. Washington Avenue Interchange northbound and southbound off ramps; the addition of northbound and southbound auxiliary lanes form Lakeville Highway Interchange to E. Washington Avenue Interchange; modifications to soundwalls; preparation of a Supplemental Project Report; and providing supporting documentation for the revalidation of the Environmental Document; and provided for compensation in the amount of $166,086.00

WHEREAS, Amendment No. 2 was funded from the $250,000 designated for Task 10, “Unforeseen Work” of the original agreement in which $83,914 remains;

WHEREAS, SCTA and CONSULTANT entered into Amendment No. 3 to prepare an environmental revalidation and conduct a public information meeting to address scope changes for the MSN C-2 project;

WHEREAS, Amendment No. 3 was funded from the remaining $83,914 in Optional Task 10 and $41,086 in Measure M Highway 101 funds for a not to exceed amount of $125,000;

WHEREAS, Amendment No. 4 extended the contract term to April 30, 2016;

WHEREAS, Amendment No. 5 extended the contract term to December 31, 2020;

WHEREAS, Amendment No. 6 added additional scope and funds to deliver a separate soundwall project (MSNC2A);

WHEREAS, in the judgment of SCTA’s Board of Directors it is necessary and desirable for SCTA to add additional scope to finalize the design for the full MSN C2 project including design of SCWA and City of Petaluma utilities for an amount not to exceed $1,600,000;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The Scope of Services, Exhibit A, shall include the additional services specified in Addendum-7 of Scope of Services, attached hereto as Exhibit A-5 and incorporated herein by this reference, according to the schedule set forth in Exhibit B-2, attached hereto and incorporated herein by this reference.

2. Paragraph 2.1 of the Agreement is deleted in its entirety and replaced with the following language:
2.1 **PAYMENT FOR CONSULTANT’S SERVICES:** For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates and *Summary of Project Scope and Effort* specified in Exhibit C, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid on a time and material basis in accordance with Exhibit C, C-1, C-2, C-3 C-4, and C-5 attached hereto and incorporated herein by this reference. Consultant agrees to perform all services described in this Agreement for an amount not to exceed $7,523,402. The hourly rates specified in Exhibit C shall cover all salary-related costs, including, without limitation, base hourly rates, recently audited FAR overhead, and fee. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of SCTA arising there under.

4. CONSULTANT warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of CONSULTANT.

SCTA AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 as set forth below.

CONSULTANT

DATED: By: _______________________________________
Consultant

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: By: ________________________________
David Rabbitt, Chair, SCTA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY SCTA:

DATED: By: ________________________________
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:
DATED: By: ________________________________
SCTA Counsel
US 101 Marin-Sonoma Narrows

Professional Design Services
Marin-Sonoma Narrows HOV Widening Project
(Project C2)

Scope of Work

Prepared For:
Sonoma County Transportation Authority

Prepared By:
BKF Engineers

October 25, 2017
SCOPE OF SERVICES

Introduction

The Scope of Services has been developed to provide Sonoma County Transportation Authority (SCTA) with design services to reinitiate and complete design of the entire Project C2, of the US 101 Marin-Sonoma Narrows High Occupancy Vehicle (HOV) Widening Project in Sonoma County (Project) by December 31, 2018. The Scope of Services and fee proposal for the Plans, Specifications, and Estimates (PS&E) design services are based on the last submittal of the corridor MSN C2 100% PS&E (March 30, 2015), including all design, reports, revalidations, and supporting documentation prepared during this phase, along with the corridor Project Report and Environmental Document that was prepared by Caltrans.

Project

The Project proposes to complete the design of the reconstruction and widening the median within US 101 in order to accommodate an HOV lane in both the Northbound and Southbound directions; an auxiliary lane will be added along NB 101, between Lakeville and Washington. The Project limits and work shall conform to the adjoining Project B4 to the south and the Central B Project to the north with consideration of the Washington Street Interchange Modification Project. In conjunction with the median widening work, bridge replacement will be required for the North Petaluma Overhead, and the introduction of the new Rainier Underpass. Structural design shall conform to the Caltrans and SMART standards. Other structural work for the inclusion of the HOV lane will consist of outside and median closure widening of the existing Lynch Creek Bridge and Washington Creek Bridge along the Route 101 mainline. The Northbound East Washington loop on-ramp will be widened for the addition of an HOV preferential lane and ramp metering. Work associated with the Project requirements will also include the construction of a concrete median barrier, outside widening to accommodate standard roadway elements, four sound walls (Ponderosa Drive to East Washington Street, north of Lynch Creek, East Washington Street to north of Lynch Creek and Napa Drive to Corona Road), retaining walls and grading and drainage modifications required to ensure compliance with Caltrans standards and requirements. Based on the approved Caltrans Project Report for the Project, it is assumed that the following is not required:

a) modification to the Washington Creek Bridge at the Southbound off-ramp
b) modification to the East Washington Street Overcrossing
c) modification to the Caulfield Lane Overcrossing
d) modification to the Kenilworth School Pedestrian Overcrossing
e) modification to the Corona Road Overcrossing

The scope of services assumes repackaging the March 2015 MSN C2 100% PS&E package, as well as updates from the MSN C2A (standalone soundwall package) completed in August 2017. Repackaging is assumed to require adjustments and updates to the design, plans, and specifications to accommodate current design requirements and standards, revised existing (and/or construction) conditions, and the various updates to the supporting reports/documentation.

Based on the original contract, the Scope of Services is divided into the following major tasks described and updated as follows:

- TASK 1  Project Management
- TASK 2  Supplemental Investigations and Updated Preliminary Engineering/Supplemental Technical Studies and Reports
- TASK 3  Preliminary Engineering (35%) Complete
- TASK 4  Final Design (65% PS&E) Complete
- TASK 5  Final PS&E (Revised 95%) – Eliminated (See Task 13)
- TASK 6  Final PS&E (Revised 100%)
- TASK 7  Final PS&E (RTL)
- TASK 8  Right of Way Engineering and Support
- TASK 9  Permit Application Support
- TASK 10 Additional Unforeseen Work as Directed by SCTA (Optional Services)
- TASK 11 Bid Support – Not in this Contract
- TASK 12 Construction Support – Not in this Contract
- Task 13 Contingency
This scope of services is based on the following completed and/or approved documents (and their supporting technical studies, reports and documents):

- Marin-Sonoma Narrows (MSN) HOV Widening Project - Final Environmental Impact Report (FEIR) / Final Environmental Impact Statement (FEIS) - July 21, 2009
- NEPA/CEQA Re-Evaluation/Re-Validation Form – MSN HOV Widening Project – July 2, 2014
- MSN C2 – Fact Sheet Exception to Advisory Design Standards – January 12, 2015
- 100% MSN C2 PS&E - March 30, 2015
- MSN C2 Supplemental Project Report – March 21, 2017
- Revised 95% MSN C2A (Soundwall) PS&E – August 2017
1.0 TASK 1 PROJECT MANAGEMENT

The CONSULTANT shall provide Project Management services for each task for the entire duration of the Project. It is assumed that the Project design duration will be 15 months. CONSULTANT’s project manager shall be responsible for managing the CONSULTANT team, providing the resources to complete the job, monitoring the Project budget and schedule, conducting Project team meetings, implementing a quality assurance/quality control program and communicating with SCTA, CALTRANS, and regulatory agencies. Management activities will consist of the following:

1.1 Project Administration - Supervise, coordinate and monitor the design for conformance with CALTRANS’ standards and policies. The CONSULTANT will establish and implement a quality control procedure for design activities, perform in-house quality control reviews for each task, and submit project deliverables to SCTA and/or Caltrans for review in accordance with the approved schedule.

1.2 CPM Schedule - Prepare a detailed Critical Path Method (CPM) schedule for the entire project using Microsoft Project software. The Microsoft Project CPM schedule will be updated on a monthly basis and submitted at each Project Development Team Meeting.

1.3 Risk Management Plan - Prepare and maintain a Risk Management Plan (RMP) for the Project throughout the Project’s duration. The Excel RMP will be updated on a monthly basis and submitted at each Project Development Team Meeting.

1.4 Agency and Subconsultant Coordination - Coordinate with other designers, subconsultants and all involved agencies to assure timely flow of information for each task activity.

1.5 Project Trend Meetings - Conduct monthly Project Trend Meetings (PTM). The CONSULTANT shall attend monthly progress meetings with SCTA. The CONSULTANT shall discuss the Project progress, issues which may affect the Project schedule and budget and any other agenda items that SCTA may request for discussion. CONSULTANT shall prepare the agenda, action logs, updated project schedules and meeting minutes. The agenda will be submitted at least one week prior to the meeting and the meeting minutes/action items will be submitted within one week after the meeting.

1.6 Project Development Team Meetings - Conduct monthly Project Development Team (PDT) meetings. This will include preparation and submittal of agenda, preparation and submittal of Data Request Logs, and preparation of meeting minutes for each PDT Meeting, distribution of meeting minutes and development of action items list. The agenda will be submitted at least one week prior to the meeting and the meeting minutes/action items will be submitted within one week after the meeting.

1.7 Technical Meetings - Attend meetings such as design coordination meetings, workshop meetings, and comment review meetings with SCTA, City of Petaluma, and CALTRANS. Meetings will be held during performance of each task or as needed by the CONSULTANT, SCTA, CALTRANS, or other agencies. A partnering/kick-off meeting will be scheduled with CALTRANS, City of Petaluma and SCTA soon after the Notice-to-Proceed.

1.8 Invoices/Progress Reports - Prepare and submit budget reports, monthly progress reports, and invoices in accordance with SCTA requirements.

1.9 Project Files - Maintain Project files in accordance with CALTRANS’ Uniform Filing System and, when applicable, CALTRANS’ Bridge Memo to Designers.
2.0  TASK 2  SUPPLEMENTAL INVESTIGATIONS AND UPDATED PRELIMINARY ENGINEERING/SUPPLEMENTAL TECHNICAL STUDIES/REPORTS

Task 2 will consist of updating preliminary engineering/supporting technical studies and reports, as well as conducting supplemental investigations.

2.1 Encroachment Permit Application - The CONSULTANT will update the Caltrans encroachment permit application for submission and processing. The permit will allow for the CONSULTANT and its subconsultants to perform site visits and investigations required to confirm the Project’s existing conditions and criteria within the State right-of-way. It is assumed Caltrans will waive permit fees for CONSULTANT acting as SCTAs agent.

2.2 Supplemental Topographic Survey and Utility Investigations - The CONSULTANT will supplement the previously conducted design surveying services in order to obtain refined and current information to support the project design and adjustments. Previously established survey control and monumentation will be used.

The CONSULTANT has identified a lump sum budget for supplemental utility potholing and traffic control. Additional utility potholing may be needed in support of the LUEE and/or design development.

2.3 Geometric Refinements – Once supplemental survey is completed and base mapping has been updated, the CONSULTANT will update the Project’s proposed horizontal and vertical base files (layout and profile) to reflect any changes in existing conditions and/or adjustments and modifications necessary to address the project improvements. Geometric revisions will be developed in exhibit form and circulated for discussion, coordination, and review amongst the PDT; a Geometric Approval Drawing (GAD) or Fact Sheet Exception to Mandatory or Advisory Design Standards is excluded from this scope of services.

Comments will be incorporated and the proposed geometric base files will be finalized and shared to the team for use moving forward into Task 6 (PS&E).

2.4 Design Reports - The CONSULTANT will repackage, update, and prepare the following technical studies/design report that were previously completed (and approved/accepted) during or prior to the 100% PS&E Submittal (March 31, 2015). When necessary – reports will be updated to reflect recent changes in design standards and/or design requirements, but major overhaul or significant revisions caused by review/comments on these previously approved/accepted reports is excluded from this scope of services.

2.4.1 Repackage/Update Preliminary Drainage Report

2.4.2 Repackage/Update Storm Water Data Report

2.4.3 Repackage/Update Phase II Site Investigation Report – The new Agreement between Caltrans and DTSC has resulted in revisions to ADL classification and measurement. Additional testing is not anticipated, however the ISA Phase II Site Investigation Report will be repackaged and updated

2.4.4 Repackage/Update Lane Closure Report

2.4.5 Repackage/Update Traffic Management Plan

2.4.6 Repackage/Update Geotechnical Design & Materials Report

2.4.7 Repackage/Update Preliminary Foundation Report -
2.4.8 Update/Repackage Encroachment Policy Variance Request / Longitudinal Utility Encroachment Exception (EPVR/LUEE) – The CONSULTANT shall prepare an update to the LUEE memorandum that was conditionally approved by Caltrans with the Supplemental Project Report for MSN Segment C. The following will be updated and resubmitted (once) to Caltrans for approval:

- LUEE Memorandum
- LUEE Conflict Exhibits

Submittals - The CONSULTANT will repackage, update and prepare the following supporting/technical documentation:

- Preliminary Drainage Report
- Storm Water Data Report
- Site Investigation Report (ISA Phase 2)
- Lane Closure Report (LCR)
- Traffic Management Plan (TMP)
- Preliminary Foundation Reports (PFR)
- Geotechnical Design Materials Report (GDMR)
- EPVR/LUEE

3.0 TASK 3 PRELIMINARY ENGINEERING (35%) Complete

4.0 TASK 4 FINAL DESIGN (65%) Complete

5.0 TASK 5 FINAL PS&E (Revised 95%) Eliminated

Based on previous discussions, Caltrans has tentatively agreed to allow the re-initiation of the design beginning at Task 6, Final PS&E (Revised 100%), which allows for the elimination of Task 5. Although a formal and separate 95% submittal package has been eliminated, there are design components originally scoped in Task 5 that have been reallocated to Tasks 6 and 7 of this scope to help facilitate in the design/ review and RTL process. The remainder of the originally scoped Task 5 has been moved Task 13 which can be used upon SCTA’s authorization as a contingency to address project requirements, including additional submittals necessary to achieve RTL by December 2018.

6.0 TASK 6 FINAL PS&E (Revised 100%)

Task 6 will consist of integrating corridor design revisions based on project updates, reconciled issues, updated report findings, revised preliminary engineering, and the repackaging the Final PS&E (100%) submittal (March 31, 2015). The Final PS&E (100%) was not reviewed by Caltrans, therefore response to comments from the Final PS&E (95%) has not been received/reviewed. The CONSULTANT will assess the comments for project-specific issues and provide the comment responses in written form, including
justification for any comments not incorporated. The CONSULTANT will hold meetings if required, to resolve any outstanding issues.

Repackaging at this stage of the design will require development of any new preliminary engineering, integrating corridor design revisions and project updates, and reconciling issues, comments, and revised report findings in the resubmittal of plans, specifications, quantities, cost estimates and supporting design reports. The CONSULTANT will allow adequate provisions in its design for these changes.

Each submittal will be a complete, bid-ready set of documents, checked, stamped and signed. The CONSULTANT will perform the following activities:

**6.1.2 to 6.1.13**  
**Design Plans Sheets** - The CONSULTANT will coordinate the plans, specifications and estimates with those of other design consultants and assure that the highway design interfaces with the structures design when all documents are combined to form a single Project PS&E package.

The CONSULTANT will incorporate all agreed upon comments received from CALTRANS, SCTA, and other agencies into the design plan sheets submitted as directed and prepare complete highway and structure construction plans.

**6.1.14**  
**Reports** - Revisions to project reports conducted in Task 2 will be integrated during the revised 100% PS&E package as necessary

**6.1.15**  
**Specifications and Special Provisions**

The CONSULTANT will incorporate all agreed upon comments into the Special Provisions and prepare Special Provisions which are specific to the Project for use with CALTRANS’ 2015 Standard Specifications. SSP’s will be submitted in MS Word format.

The consultant will assure that every construction work item for the Project has a method of payment stated in the Specifications and is accounted for in the Construction Cost Estimate.

**6.1.16**  
**Construction Quantities and Cost Estimate** - The CONSULTANT will develop a new Construction Quantities and Cost Estimates to reflect design development of the soundwalls, retaining walls, and supporting items necessary to construct these improvements

**6.1.17**  
**Construction Schedule** - The CONSULTANT will develop a new Construction Schedule to reflect the corridor MSN C2 improvements. The consultant will coordinate all mitigation, highway and structures construction schedule information and utilize it to prepare the Project Construction Schedule.

**6.1.18**  
**MicroStation Conversion** – The Project Plans will be converted and submitted in MicroStation. (*.DGN format) for District CADD Review/Comments following the submittal of the Final PS&E (Revised 100%) Package.

**6.2.1-6.2.2**  
**Resident Engineer's (RE) File** - The consultant will prepare and submit a draft Resident Engineer's file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers and include all project relevant items identified in the Resident Engineer's file check-off list

The consultant will insure that the appropriate Resident Engineers' File items are in ENGINEERING SERVICES format and assure consistency of all the design documents.
As part of the Draft RE File, the CONSULTANT will incorporate any comments received from the District CADD Review from March 2015, and update the MicroStation files. Additionally, the CONSULTANT will prepare cross sections at 50’ Intervals to be included in the Information Handout.

6.3 Combining Highways and Structures PS&E Documents - The CONSULTANT will combine the (100%) Structures Plans, approved by CALTRANS ENGINEERING SERVICES, with the CONSULTANT’s Final PS&E (100%) Highway documents into a single construction contract package. The CONSULTANT will assure consistency between all design documents prior to submittal to the SCTA and CALTRANS.

6.4 Draft Informational Handout, Cover Memorandum, and Cover Memorandum Attachment A - The CONSULTANT will prepare a draft Informational Handout, Cover Memorandum, and Cover Memorandum Attachment A. The information required in the appendix to the Standard Special Provisions will also be updated.

6.5.1 to 6.5.2 Quality Control Review - The CONSULTANT will perform a Final PS&E (100%) QC review and incorporate comments into the final submittal.

6.6 Submittals - The CONSULTANT will prepare a Final PS&E (Revised 100%) design submittal. This submittal will include: Design Plan Sheets

- Specifications and Special Provisions
- Permit Applications and Permits – 404 and 401 permit applications will be developed. See Task 9.
- Quantity Estimate
- Cost Estimate
- Construction Schedule
- Design Calculations
- Quantity Calculations
- Independent Structural Check Calculations
- Independent Quantity Check Calculations
- MicroStation Files/CADD Review Package
- Draft Resident Engineer’s File including
- Draft Informational Handout, Cover Memorandum, and Cover Memorandum Attachment A

Independent Check – In addition to CONSULTANT’S Quality Control review of the highway plans, specifications and estimate, the CONSULTANT will perform an independent check of all structural drawings and calculations per CALTRANS Standard procedure. The CONSULTANT will prepare independent quantity calculations and conduct an independent review of the special provisions.
7.0 **TASK 7  FINAL PS&E (RTL)**

Task 7 will consist of incorporating comments received from the Final PS&E (100%) Submittal, completing District Office Engineer review, in order to submit to Headquarters for RTL. Additionally, CONSULTANT will finalize the Survey File and Resident Engineer's file as part of the RTL package.

The CONSULTANT will coordinate with other design consultants and update Project documents as required.

7.1 **Bid Documents** - The CONSULTANT will incorporate into the Bid Documents submitted for Task 6, the comments received from the SCTA and CALTRANS' District 4 Final Review submittal. Once final, the CONSULTANT will submit vellum copies of Pavement Delineation, Signing, and Electrical drawings for CALTRANS approval signature.

7.2 **Resident Engineer's File** - The CONSULTANT will update the Resident Engineer's File, if required.

7.3 **Survey File** - The CONSULTANT will prepare a survey file and submit it to CALTRANS Project Development and SCTA. The Survey File is due to CALTRANS 30 days prior to construction contract advertisement. The Survey File submittal will conform to CALTRANS' Project Development Activities Guide and include:

- Control traverses and bench circuits used to design the project
- Alignment traverses of all Center lines
- Other structures (i.e. Retaining Walls) traverses with coordinates on layout lines
- Grid grades with data for:
  - Slope stakes
  - Finish Grade stakes
  - Contour grading stakes
  - Drainage Notes with:
    - Coordinates of intersection of center of drainage structure and curb flowline.
    - Drainage structure system number, item letter, station and offset.

7.4 **CALTRANS CAD Submittals** - The CONSULTANT will prepare submittals to CALTRANS in DGN format for roadway and structure plans Log of Test Borings. The plans will comply with CALTRANS current User’s Manual and Drafting and Plans Manual. Submittals will be made on CD-ROM.

7.5 **Submittals** - Submittals for Task 7 for Final District Review and Approval are as follows:

- Bid Document revisions
- Resident Engineer's File updates
- Survey File
- Final Draft Information Handout, Cover Memorandum, and Cover Memorandum Attachment A, if changed
- Vellum copies of Pavement Delineation, Signing, and Electrical sheets
- CAD files in Caltrans format

7.6 **Final Submission for RTL** - Project documents will be packaged and submitted to Caltrans District Office Engineer and subsequently Caltrans Headquarters for review and advertisement. The CONSULTANT will incorporate comments from Caltrans District Office Engineer and finalize documents for submission to Caltrans Headquarters Office Engineer. The CONSULTANT will be
incorporating comments received from CALTRANS’ Headquarters Review and updating the Resident Engineer's file accordingly.

8.0 TASK 8 RIGHT-OF-WAY ENGINEERING

Task 8 addresses the right of way engineering for the Project. It is assumed that CALTRANS will prepare and obtain any right of entries to private properties for investigations/surveys and will establish the proposed right of way lines for the Project. CALTRANS shall be responsible performing the right-of-way acquisition activities, including plat maps and legal documents, appraisal reports, and negotiation/acquisition services.

8.1 R/W Requirements Mapping – The CONSULTANT will review the project design and establish right of way requirements. Right of way requirements shall include temporary construction estimates, with the possibility of lease agreements limits or the possibility of a permission to enter and construct. The R/W requirements mapping will be submitted during Task 6 and verified/resubmitted once again during Task 7.

8.2 R/W Coordination with Caltrans – CONSULTANT will coordinate and meet with Caltrans to provide supporting information during the R/W Engineering, appraisal and acquisition phases...

9.0 TASK 9 PERMIT APPLICATION SUPPORT

Task 9 is for providing support, exhibits and information to Caltrans for the processing of and submission of permit applications as required by the Project. The permits will be submitted to the jurisdictional agencies and coordinated through Caltrans in order to obtain permits for the construction of the Project.

9.1 Assist in the Preparation of Draft Permits - The CONSULTANT will assist Caltrans with the preparation of draft permit applications. The CONSULTANT will provide Project descriptions, attachments and exhibits to be incorporated into the draft permit applications. The Final Design (Revised 100%) submittal will be used in preparing the information to accompany draft permit applications. The permits will be submitted to the jurisdictional agencies and coordinated through Caltrans in order to obtain permits for the construction of the Project.

Regulatory approvals from the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and California Department of Fish and Game (CDFG) are expected for the Project. It is anticipated that the following permits will be necessary:

- Section 404 Permit (USACE)
- Section 401 Certification (RWQCB)
- Streambed Alteration Agreement (CDFG)

The project will likely impact/fill jurisdictional seasonal wetlands that were previously mapped, and permits from regulatory agencies will be required. David J. Powers & Associates (DJPA) will prepare permit applications and supporting materials for a Section 404 Clean Water Act Permit from the Corps of Engineers, San Francisco District and a Section 401 Clean Water Act Water Quality Certification from the Regional Water Quality Control Board (RWQCB), San Francisco Bay Region, and a 1602 Stream and Lake Bed Alteration Agreement with California Department of Fish and Wildlife.

A Section 404 Nationwide Permit from the Corps is anticipated. CONSULTANT will submit final permit applications, once approved by SCTA and Caltrans. CONSULTANT will support Caltrans and assist with the process by answering regulatory staff questions or clarifying project elements. Supporting materials to be submitted with the applications will include:
(1) a formal jurisdictional wetlands delineation (previously prepared Caltrans delineation),
(2) a cultural/archaeological survey report (HPSR 2013),
(3) a storm water control plan
(4) certified CEQA revalidation document (Caltrans, 2014),
(5) associated maps and other related data.

Mitigation for wetlands impacts will be deducted from mitigation bank credits already owned by Caltrans, and no other mitigation plan is assumed to be needed.

This scope assumes NEPA or CEQA revalidation will not be required. No listed endangered or threatened plant or wildlife species are assumed to be adversely affected by this project and, therefore, this scope of work anticipates no Section 7 consultation will be needed. The Corps and/or RWQCB may require a site visit in order to verify wetlands, and CONSULTANT can accompany Caltrans, if needed, on a time and expenses basis.

CONSULTANT will provide oversight and coordination of the permitting process with the CDFW, Corps and RWQCB.

In the event a revalidation is required for the proposed project, that work can be authorized as an additional service upon request and approval.

9.2 **Assist with the Final Permits** - The CONSULTANT will assist and provide information to CALTRANS as needed to address comments posed by the resource agencies. After CALTRANS obtains the receipt of permits from the resource agencies, the CONSULTANT will review conditions of all Project permits with CALTRANS, assure that conditions can be accommodated in the Project, update the design documents accordingly and include the permits as part of the Bid Documents.

BKF will support DJPA with the following tasks

**Provide Support in the Preparation of Draft Permits** - The Final Design (Revised 95%) submittal will be used in preparing the information to accompany draft permit applications.

9.3 **Revise Supporting Mapping/Exhibits to Address Comments** - The CONSULTANT will assist and provide information to CALTRANS and DJPA as needed to address comments posed by the resource agencies.

9.4 **Confirm Incorporation of Permit Requirements** - After CALTRANS obtains the receipt of permits from the resource agencies, the CONSULTANT will review conditions of all Project permits with CALTRANS, assure that conditions can be accommodated in the Project, update the design documents accordingly and include the permits as part of the Bid Documents.

10.0 **TASK 10 ADDITIONAL UNFORESEEN WORK AS DIRECTED BY SCTA (optional)**
Task 10 was identified for optional or additional services required of the CONSULTANT outside of the basic scope of services defined by Task 1 through Task 13. With the advance written approval by SCTA, the CONSULTANT shall provide additional unforeseen professional services as deemed needed by SCTA. Optional service discussed to date are as follows. Scope is general and will need to be verified with SCTA and Caltrans before commencing work; an approximate allowance (which will also need to be verified) has been identified and set aside under Task 10

1. **Task 10A - SCWA 33” Waterline Relocation**
   - See separate scope of services.
   - Geotechnical Services for Tasks 10A, 10B, and 10C
     - Three (3) Separate Geotechnical Investigation Reports to support geotechnical/design/construction issues associated by the utility relocation/trenchless (directional boring or bore/jack) design and agency requirements.
     - Assumes track mounted rig (due to constrained access and SMART prohibition of crossing tracks)
     - Assumes access will be provided via mainline or separate (adjacent) private properties, which will require permit to enter by others.
     - 2-3 days of exploration is assumed to cover all 3 utilities

2. **Task 10B - SCWA 6” Sewer Forcemain Relocation**
   - See separate scope of services.
   - See geotechnical services described under Task 10A

3. **Task 10C - City of Petaluma 21” Sewer Relocation**
   - See separate scope of services.
   - See geotechnical services described under Task 10A

4. **Task 10D - Extend Piling for Soundwalls (Liquefiable Layer)**
   - Extend soundwall pile lengths, quantities, details, and estimate for Soundwalls 1A, 1B, 1D, 2A, 3A, and 4, to account for soundwall pile tip elevation depths identified in the GDMR to address potential liquefiable layers and seismic activity.

5. **Task 10E - Maintenance Access Retaining Walls (or Staircase) from Rainier UC & Lynch Creek**
   - Design up to five (5) new retaining wall structures located along the base of the proposed Highway 101 fills between Rainier Avenue Underpass and the Lynch Creek Bridge to accommodate maintenance access.
   - Alternatively the project may elect to accommodate maintenance access via the construction of a series of 5 simple stair structures (no type selection, structural sheets, or foundation reports). This option may also include the construction of wingwall structures at the box culvert structure.
   - Preliminary wall height is anticipated to be 7 feet max with an approximate total length of roughly 2025 feet.
   - Caltrans standard Type 5 walls are assumed as the baseline. Peak ground accelerations (PGA) are anticipated to be 0.62g which is slightly higher than the Caltrans Standard Plan threshold of 0.6g. Therefore, the scope will include preparing seismic design calculations and modifying the standards walls, as applicable.
   - A Type Selection Report/Meeting will not be required.
   - Geotechnical
     - Geotechnical coverage for retaining wall structures located along the daylight line of the US 101 embankment fill between Rainier Avenue UP and Lynch Creek Bridge to accommodate maintenance access is assumed to be included in the GDMR and excludes a separate GDMR or Foundation Report.
     - Twelve borings (35 feet to 45 feet deep) for the geotechnical recommendation of the proposed retaining walls. We have assumed one boring for every 300 feet of retaining wall. The existing borings have been reviewed and considered.
     - Caltrans encroachment permit and permit from the Sonoma County will be required.
     - Lane closure with traffic control and night work have been assumed in the cost estimate. Cost can be reduced if no lane closure is required. In the meantime, the estimated cost can be the place holder.
     - Coring of the existing pavement has been assumed in the cost estimate.
o Separate Log of Test Borings will be prepared.
o Engineering analyses for the geotechnical recommendations will be performed and findings integrated into GDMR. A separate Foundation Report is excluded from this scope of services.

6. Task 10F SMART MUP/Bridge Design (by Others) – Integration into MSN C2 Package
   • Assumes integration of pathway design features (from SMARTs concurrent MUP Project from Southpoint to Payran) into the MSN C2 Package. Scope TBD, but assumes integration of 1 civil and 1 structural sheet (design by others), including coordination on specifications, estimate, and comments on these 2 sheets.

7. Task 10G - Extend Soundwall 3A to Property Limits
   • Update roadway and soundwall layout, profile, quantities, and estimate in conjunction with extending soundwall 3A to the end of the property limits (last parcel adjacent to Washington Creek, along the SB 101 off-ramp to Washington.

8. Task 10H - Design/Implementation of CT Scour Alternatives (Rock Gabion and RSP)
   • Prepare PS&E coverage (assumed 2 sheets) for CT Scour Mitigation Project (PSSR/SHOPP Project) Improvements at Washington Creek and Lynch Creek, including structure calculations and detailing required if there should be any anchoring to the bridge structure.

9. Task 10I - Supplemental Traffic Counts/LOS/Delay/Queue Analysis (Lakeville)
   • Conduct Peak Hour (AM/PM) Traffic Counts at Lakeville Highway and SB 101 Off-Ramp
   • Conduct intersection operational analysis to determine changes in LOS/delay associated with traffic control during construction and reducing the SB 101 off-ramp to Lakeville Highway from 3-lanes to 2 lanes in order to facilitate reconstruction of the ramp.
   • Prepare memo and coordinate with Caltrans for review, comments and approval

10. Task 10J - E. Washington St OC - SB 101 Concrete Slab Replacement
    • Replace (in kind) concrete slab/pavement along US 101 beneath E. Washington Street Overcrossing
    • No Geotechnical investigations/analysis and no structural work is assumed. PCC pavement or slab will be replaced (in kind) and shown in a construction detail sheet only.

11. Task 10K - SB 101 Off-Ramp to E. Washington Street - Pavement Rehab
    • Overlay or replace existing HMA pavement along SB US 101 off-ramp to E. Washington Street (from Washington Creek (SB 101) Ramp Bridge and signalized intersection)
    • Additional two borings for the pavement recommendations at the US 101 SB Off-Ramp to Washington Blvd. Additional field exploration, laboratory testing, engineering analyses and pavement recommendation in the GDMR.
    • Deflection testing and LCCA is excluded.

11.0 TASK 11 BID SUPPORT
Bid and Construction support services is excluded from this scope of services and will be reassessed at the completion of the design phase and addressed via contract amendment.

12.0 TASK 12 CONSTRUCTION SUPPORT
Bid and Construction support services is excluded from this scope of services and will be reassessed at the completion of the design phase and addressed via contract amendment.

13.0 TASK 13 CONTINGENCY
Task 13 is reserved as a contingency primarily for the purpose and need of possible additional submittal(s) created by the elimination of the Revised 95% PS&E package and accelerated RTL schedule. With the advance written approval by SCTA, the CONSULTANT shall provide additional professional services as deemed needed by SCTA.

WORK TO BE PERFORMED BY OTHERS
The CONSULTANT will provide information in support of the following work performed by others:

- Utility relocation design (unless otherwise noted in this scope of services)
- Public distribution of public information (during design by SCTA and Caltrans)
- Advertise, award and administer construction (by CALTRANS)
- R/W acquisition services (by CALTRANS)
- Acquiring right of entries (by CALTRANS)

ASSUMPTIONS

The estimate of labor hours and time scheduled to perform the work is limited by the following assumptions and those noted elsewhere.

Right of entry:
- Encroachment permit applications to perform design activities within Caltrans, County and City right of way shall be prepared by Consultant. It is assumed CT, County or City EP fees will be waived.

Survey:
- All surveys shall conform to the current CALTRANS Surveys Manual, with appropriate datum based on existing survey monument/benchmark information conducted during the previous phases.
- Survey work shall be performed during daylight hours, based on an eight hours workday, and shall not require traffic control (shoulder or lane closures).

Right of Way:
- Resolved Right-of-Way Maps prepared by Caltrans shall be used by the Consultant to develop R/W requirements mapping.
- Caltrans will provide all right of way appraisal, mapping, negotiation and acquisition services

Units:
- All project deliverables shall be prepared in English units.

Landscaping:
- Tree removals in State R/W will be included, however irrigation design/planning are not included in this scope of services.
- It is assumed private property landscaping/irrigation restoration associated with the construction and installation of the soundwalls will be addressed via TCE compensations in the R/W Task.
- It is assumed that Highway Landscaping and Irrigation for the project will be done by others at a later date and under a separate construction contract.

Geotechnical/Hazardous Materials (ISA):
- Site investigations for geotechnical and hazardous materials is complete, and additional testing (outside of optional services) is excluded.
- Repackaging of the Geotechnical Design Materials Report (GDMR), Preliminary Foundation Report (PFR) and Preliminary Site Investigation (PSI or Initial Study Assessment Phase 2) is assumed to incorporate previous comments and any changes/updates in design standards, guidelines, or requirements; it is assumed 1 repackaged report will be required. Additional submittals/revisions are excluded from this scope of services.

GDMR
- Update the 3/2015 GDMR with any 95% design and standard updates and 100% design updates.
- Update the GDMR with any design/standard/coverage updates (including coordination with structural engineers on updated loading design information)
- Update LOTBs for PS&E.
- Update the GDMR to meet current GDMR Format requirements.

**Foundation Report**
- Update the foundation report with any design/standard/coverage updates (including coordination with structural engineers on updated loading design information, LRFD, and SDC).
- Update the LOTBs for PS&E.
- Update Foundation Report to meet current Foundation Report Format. A total of 6 Foundation Reports are assumed in this scope of services.

**Electrical, TOS, Ramp Metering, and Traffic Signals:**
- Revise electrical, TOS, ramp metering, and traffic signal design to comply with updated electrical design standards, specifications, and guidelines (changed since 3/2015) and advance design to RTL.

**Reviews and Submittals:**
- Consultant shall submit the following repackaged technical reports (Storm Water Data Report (SWDR), Preliminary Drainage Report, Lane Closure Report (LCR), and Traffic Management Plan (TMP) once in draft and once in final form, the intent being one review and one revision per document. Additional submittals/revisions are excluded from this scope of services.

**Project Management:**
- Project management activities are provided from Notice To Proceed through RTL
- Community Meetings and/or Public Outreach is excluded.
- Supplemental or Updated Environmental Revalidation, Traffic Operations/Analysis (excluding traffic services possibly required under optional services), Noise Analysis, Mitigation Monitoring Plan (MMP), Supplemental Project Report (SPR), Fact Sheet Exceptions to Mandatory and Advisory Design Standards, and Ramp Metering are excluded from this scope of services.

**Permits:**
- It is assumed that the 404 Permit can be processed under a NWP or combination of NWPs. A 404 is included but would be processed under one of the standard nationwide permits.
- Current updated wetland delineation (provided by others), including gaps identified between Kenilworth POC and Lynch Creek, will require verification with the Army Corps. Wetland delineation is excluded from this scope of services
- Permit application fees will be provided by others.
- Revalidation efforts for design changes or optional services outside of environmental study limits are excluded, but can be provided upon request/ authorization of a scope amendment.
- It is assumed impacts associated with any optional design services added by Caltrans/SCTA have been accounted for in the MSN C2 EIR/Impacts and will not trigger revalidation, unanticipated mitigation requirements, or additional permit requirements.

**Materials and information provided by others:**
- Relevant traffic data from previous studies in the project area
- Relevant data from previous/ongoing studies in the project area Utility record drawings
- As-built construction plans
- Right-of-way record maps
- Survey monument/benchmark information
- Log of Test Borings, Foundation Reports, Foundation Reviews, and field records of pile driving logs for the construction of existing structures

**Project Duration**
- This scope assumes that the Project design duration is no more than 15 months.
- Bid and Construction Support services are excluded from this scope of services, but are assumed to be added (upon request) as part of a future authorized contract amendment following completion of the Design/RTL Phase of this scope.

**Potholing**

- A lump sum budget for potholing/traffic control has been identified to supplement previous survey and potholing activities. Additional potholing beyond the lump sum identified can be provided as an additional service upon request and authorization.

**Structural**

- Consultant (BCA and HNTB) will each provide Project Management of structural items of work and BCA will compile BCA and HNTB sound wall and retaining wall plans, specifications and quantities, unit costs, and estimates. XS sheets for sound walls will be prepared by BCA.
- Structural design scope assumes advancing the previous 100% PS&E package by completing the design for Lynch Creek Bridge (Widen), Washington Creek Bridge (Widen), Rainier Undercrossing (New), North Petaluma Overhead (Replace), Retaining Wall No 1, Retaining Wall No. 2, and Soundwalls 1A, 1B, 1C, 2A, 2B, 3A, 3B, and 4. New or revised Type Selection efforts are excluded from this scope of services.
- The project design will be updated to the AASHTO LRFD 6th Edition from the AASHTO LRFD 2011 4th Edition and also updated to the Caltrans Seismic Design Criteria (SDC) Version 1.7, April 2013 from the Caltrans Seismic Design Criteria, Version 1.6, November 2010. The project plans, specifications and estimates will be updated to reflect Caltrans 2015 Standard Plans and Standard Specifications.
- Submittal Schedule is as follows. Supplemental submittals will be considered extra work:
  - Revised 95% PS&E Submittal*
    - Structure Plans - Separate Submittal to DES
    - Roadway Plans - Submittal to D4 (Combined roadway/structural submittal).
    - At 95% PS&E, a constructability review workshop will be conducted with key reviewers (excluding DOE) including Construction (Structure and RE), Constructability, traffic safety, electrical etc.
  - Revised 100% PS&E Submittal/DOE
    - Structure Plans - Separate Submittal to DES
    - Roadway and Structure Plans - Submittal to D4 (Combined).
  - Final PS&E (2nd DOE Review)
    - Roadway and Structure Plans – Submittal to DOE and District
  - RTL - Respond/Finalize PS&E with DOE
- *Project design/submittal is assumed to initiate at Revised 100% (eliminate Revised 95% PS&E). See discussion under Task 5 and 13 for additional information.
PROJECT UNDERSTANDING
BKF understands that our scope of work will include design services associated with relocating the Sonoma County Water Agency (SCWA) water line which currently parallels the western side of the SMART railroad running diagonally across Caltrans right-of-way along U.S. 101. The limit of BKF’s work for this proposal will be to replace approximately 320 LF of 33-inch water line with approximately 460 LF of 33-inch water line that that runs south across U.S. 101 and then east to connect to existing water line, as shown on Marin-Sonoma Narrows HOV lane Widening Project Plans prepared by BKF.

SCOPE OF SERVICES
The following scope of services outlines the specific tasks that BKF will provide:

TASK 1: PROJECT MANAGEMENT
1.1 General Project Management
This task includes preparation of the work plan including the schedule and its updates and tracking budget and schedule throughout the project. This task also includes preparation of invoices and progress reports and staff coordination.

1.2 Meetings and Coordination with Agency Staff.
BKF will attend meetings, or phone conferences, with SCWA and Caltrans staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting. Meetings include:

- Kickoff Meeting
- Initial Design Meeting
- 2 Meetings during 65% Design Phase
- Constructability Review Meeting
- 2 Meetings during 95% Design Phase
- 2 Meetings during Final Design Phase

TASK 2: PLANNING AND PRELIMINARY INVESTIGATIONS
2.1 Data Collection and Review
BKF will obtain and review data and information available on the area for the water line design of the Project. This information will be obtained from SCWA and the rest of the BKF team. Data to be reviewed includes as-built drawings, Caltrans mapping, and SCWA’s Design and Construction Standards and Specifications for Water Facilities. BKF will also review right-of-way and topographic information for the project area.

2.2 Meeting with SCWA
BKF will meet with SCWA representatives to review the suggested alignment and method of installation and receive input and comments from SCWA. A procedure for communicating with the entire project design team, including Caltrans and SCWA will be established. The deliverable for this task will be the meeting minutes.
The following scope of services and fees are based on the prediction that SCWA will agree with the alignment and tie-in points, and not require further feasibility or alternative analyses. Should SCWA seek further studies, we will provide them as an optional Additional Service.

2.3 Perform Preliminary Utility Verification
Accurate mapping of the existing utilities in the project area, locating utilities that potentially conflict with the proposed improvements and developing relocation plans for conflicting utilities will be critical tasks during project development. This level of effort will minimize construction costs and provide the correct placement of the proposed improvements. BKF will:

- review and update as-built water line information for the project area;
- prepare existing water line map based on the information provided by SCWA;
- identify potential water line conflicts with proposed improvements;
- submit copies of all utility correspondence to SCWA and Caltrans

2.4 Plan and Specification Standards
It is desirable that the project utility design is in conformance to SCWA's standards. BKF proposes to prepare the utility plans using Caltrans standard sheet layout and title block, and generally conform to the Caltrans Plans Preparation Manual (PPM) Section 2, Project Plans - Utility Facilities. Drawings will be prepared using AutoCAD version 2015 and Caltrans' standard template. BKF will convert the final drawings to Micro Station CADD V8. Specifications will be prepared in Caltrans' format using MS Word 2013 but using SCWA's standard specifications for the water line specifications.

2.5 Utility Pothole and Survey
BKF will pothole existing utilities and provide horizontal and vertical survey referencing of potholing and utility locations.

2.6 Additional Geotechnical Investigation
Our subconsultant, Parikh Consultants Inc., will perform additional borings at the location of the proposed pits and prepare a geotechnical report summarizing the result of the investigations and providing pipeline design parameters and soil corrosivity. These geotechnical services are presented separately from this scope and fee.

Task 3: Preliminary Engineering (65%)

3.1 Preliminary Design Report
BKF will prepare a Preliminary Design Report, outlining the basis of design for the pipeline, for review and acceptance by SCWA. This information, anticipated to be one to five pages in length, will be provided in an electronic Word format. BKF will apply these design criteria to the schematic pipeline layout developed by BKF to develop a preliminary pipeline alignment alternatives and profile. BKF has budgeted two (2) meetings with SCWA and Caltrans during this portion of the task.

3.2 Utility Plan Sheets
BKF will prepare, coordinate and submit Utility Plan Sheets (U- drawings) in English units in accordance with the standards established in Task 2. The drawings will identify and propose final locations of water line affected by the project on 40 scale plan sheets. The U- drawings will indicate the water line to be relocated and utility envelope plans. The deliverable for this item will be approximately four 22” x 34” plan sheets, as described above.

3.3 Utility Design Process
Caltrans will prepare the utility agreements and will provide utility coordination services. BKF will be responsible for coordinating water line design with SCWA staff and Caltrans’ Right-of-Way Utility Coordinator. Design also includes pipeline and casing design, cathodic protection, trenchless installation,
and tie in design. BKF has budgeted for two (2) meetings with SCWA and Caltrans, during this task. One meeting with the agencies will be held prior to submittal of the 65% drawings, and one will be held to coordinate the comments after the agencies and team have reviewed the drawing submittal.

3.4 Specifications and Special Provisions
BKF will prepare the specifications pertaining to construction of the relocated water line, in accordance with the standards established in Task 2.

3.5 Preliminary Opinion of Construction Quantities and Estimates
BKF will prepare a Preliminary Opinion of Construction Quantities and Cost Estimate for the water line relocation portion of the project. This opinion of costs will identify construction work items, quantities, unit costs, and summarize the estimated total project cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

3.6 Quality Control (QC) Review
BKF will perform an in-house Preliminary Design (65%) QC review of the water line design.

3.7 Constructability Review
BKF will participate in a Constructability Review at the 65% submittal. It is assumed that Caltrans will provide a representative to conduct the Constructability Review. BKF will coordinate the Constructability Review meeting appropriate for the water line issues. BKF will address comments regarding the water line relocation generated by the review including providing explanation for comments not incorporated into the design.

Task 4: Final Design (95%)
Task 4 consists of responses to comments from the 65% submittals and continued development of plans, specifications and quantities for the Final Design (95% submittal). BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will attend up to two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues,

4.1 Utility Plan Sheets
BKF will incorporate all agreed upon comments received from SCWA, Caltrans, and other agencies into the Utility plan sheets submitted as directed in Task 3 and prepare complete water line plans.

4.2 Specifications and Special Provisions
BKF will incorporate all agreed upon comments received from SCWA, Caltrans, and other agencies into the specifications and special provisions submitted as directed in Task 3 and prepare complete water line specifications.

4.3 Construction Quantities and Opinions of Probable Construction Cost Estimates
BKF will update the Construction Quantities and Opinion of Cost Estimates to reflect design development from Preliminary Design (65%) to Final Design Unchecked (95%).

4.4 Quality Control (QC) Review
BKF will perform an in-house Checked (95%) PS&E QC review.
**TASK 5: FINAL PS&E (100%)**
Task 5 consist of responses to comments from the 95% submittals and continued development of plans, specifications and quantities for the Final PS&E (100% submittal). BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will attend two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues.

5.1 Plans, Specifications and Quantity Estimates
BKF will update the water line Utility Design Sheets, Special Provisions and Quantity Estimates submitted for Task 4, and incorporate the comments received from SCWA, Caltrans, and other agencies.

5.2 Quality Control (QC) Review
BKF will perform an in-house Final PS&E QC review.

**TASK 6: DRAWING CONVERSION TO SCWA FORMAT**
After the submittal of the PS&E package and acceptance by Caltrans and SCWA, BKF will convert the electronic drawing files from Caltrans standard template to the SCWA standard template (or similar format acceptable to SCWA).

**FEES**
BKF agrees to provide the services described above on an "Not to Exceed Fee" basis for the fees shown in the attached spreadsheet.

Any services beyond those specifically outlined above in Tasks 1 through 5 will be billed as Additional Services. The inclusion of Additional Services to the Scope of Work will require written amendment to the contract to be signed by the client and BKF before the Additional Services are to be provided (see Additional Services).

"Additional Services" that have not been included in this proposal because of undefined or unknown work scope can be added to our Scope of Work by issuance of a Confirmation of Additional Services (see "Additional Services," below) when the scope is defined. Additional Services shall be performed on a time and expense basis or for a fixed fee based upon a defined scope of work.

Invoices for services rendered will be issued on a monthly basis. Payment terms are net 30 days from the date of the invoice. Late payments are subject to interest charges at the rate of 18% per annum.

**ASSUMPTIONS**
The provision of the above Scope of Services is based upon the following assumptions:

1. **Right of Entry**
   Encroachment permit applications to perform design activities with Caltrans, County, or SCWA right-of-way shall be prepared by BKF.

2. **Mapping**
   Aerial topographic mapping within the project limits described above shall be the same used as the 3/2015 100% PS&E Package.
3. **Right-of-Way**
   State Right-of-Way Maps shall be available from Caltrans in an electronic format.

4. **Units**
   All project deliverables shall be prepared in English units.

5. **Utility Coordination**
   Caltrans will perform the following work activities: Utility Agreements, provide Utility Coordination services.

**CLIENT TO PROVIDE**
Following is a list of items that are to be provided to BKF in order to perform the above Scope of Services:

- Project Manager to serve as single point of contact
- Executed contract
- Payment of all Government, Agency or other fees
- Topographic information of the project area, extending 30’ outside of the proposed and existing right-of-way. This survey will include the USA markings delineating the existing water line and other utilities. This topographic information will be provided to BKF in AutoCAD 2015 format.
- One copy of the geotechnical report.
- A map of easements within and adjacent to the project area.
- Caltrans will perform the following work activities (from Task 2.3, Utility Design Process):
  - Utility Agreements
  - Provide Utility Coordination Services
- Utility longitudinal encroachment applications will be prepared by others, if required.
- A hydraulic model of the water line, to be provided by SCWA, if available.

**ADDITIONAL SERVICES**
BKF agrees to perform all of the items listed in the Scope of Services, above. However, the following items are specifically excluded from the Scope of Services of this contract. They may be added at the request of the client as a revision to this proposal, or under a future proposal or amendment. Fees for these services, if provided, will be billed on a time and expense basis, in accordance with BKF’s then-current Hourly Rates and Billing Policy, with a budge estimate provided, or for a fixed fee based upon a defined scope of work. Additional items BKF can provide include, but are not limited to:

- Right-of-Way Engineering/ Surveying
- Field Surveying
- Construction Staking
- Traffic control plan
- Public hearings

**EXCLUSIONS**
The following items are specifically excluded from the Scope of Services of this contract. These services are not provided by BKF. However, BKF would be willing to assist the client in locating a consultant to supply these services.

- Joint trench design
- Structural Engineering (including shoring)

**SCHEDULE**
BKF can begin work immediately after receiving the signed work authorizations, the initialed BKF’s Terms and Conditions of Agreement and any Client-provided items listed in this contract. The water line
relocation design schedule is to be aligned with the overall project schedule. The 65% Submittal will be at the same time as the 100% submittal in January of 2018.
PROJECT UNDERSTANDING
BKF understands that our scope of work will include design services associated with relocating the Sonoma County Water Agency (SCWA) sanitary sewer force main (FM) which currently parallels the western side of the SMART railroad running diagonally across Caltrans right-of-way along U.S. 101. The limit of BKF’s work for this proposal will be to replace approximately 340 LF of 6-inch sanitary sewer FM with approximately 460 LF of 6-inch sanitary sewer FM that that runs south across U.S. 101 and then east to connect to existing FM, as shown on Marin-Sonoma Narrows HOV lane Widening Project Plans prepared by BKF.

SCOPE OF SERVICES
The following scope of services outlines the specific tasks that BKF will provide:

TASK 1: PROJECT MANAGEMENT
1.1 General Project Management
This task includes preparation of the work plan including the schedule and its updates and tracking budget and schedule throughout the project. This task also includes preparation of invoices and progress reports and staff coordination.

1.2 Meetings and Coordination with Agency Staff.
BKF will attend meetings, or phone conferences, with SCWA and Caltrans staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting. Meetings include:

- Kickoff Meeting
- Initial Design Meeting
- 2 Meetings during 65% Design Phase
- Constructability Review Meeting
- 2 Meetings during 95% Design Phase
- 2 Meetings during Final Design Phase

TASK 2: PLANNING AND PRELIMINARY INVESTIGATIONS

2.1 Data Collection and Review
BKF will obtain and review data and information available on the area for the sanitary sewer FM design of the Project. This information will be obtained from SCWA and the rest of the BKF team. Data to be reviewed includes as-built drawings, Caltrans mapping, and SCWA’s Design and Construction Standards and Specifications for Sanitation Facilities, updated 2009. BKF will also review right-of-way and topographic information for the project area.

2.2 Meeting with SCWA
BKF will meet with SCWA representatives to review the suggested alignment and method of installation and receive input and comments from SCWA. A procedure for communicating with the entire project
design team, including Caltrans and SCWA will be established. The deliverable for this task will be the meeting minutes.

The following scope of services and fees are based on the prediction that SCWA will agree with the alignment and tie-in points, and not require further feasibility or alternative analyses. Should SCWA seek further studies, we will provide them as an optional Additional Service.

2.3 Perform Preliminary Utility Verification
Accurate mapping of the existing utilities in the project area, locating utilities that potentially conflict with the proposed improvements and developing relocation plans for conflicting utilities will be critical tasks during project development. This level of effort will minimize construction costs and provide the correct placement of the proposed improvements. BKF will:

- review and update as-built sanitary sewer FM information for the project area;
- prepareexisting sanitary sewer FM map based on the information provided by SCWA;
- identify potential sanitary sewer FM conflicts with proposed improvements;
- submit copies of all utility correspondence to SCWA and Caltrans

2.4 Plan and Specification Standards
It is desirable that the project utility design is in conformance to SCWA's standards. BKF proposes to prepare the utility plans using Caltrans standard sheet layout and title block, and generally conform to the Caltrans Plans Preparation Manual (PPM) Section 2, Project Plans - Utility Facilities. Drawings will be prepared using AutoCAD version 2015 and Caltrans’ standard template. BKF will convert the final drawings to Micro Station CADD V8. Specifications will be prepared in Caltrans’ format using MS Word 2013 but using SCWA’s standard specifications for the sanitary sewer FM specifications.

2.5 Utility Pothole and Survey
BKF will pothole existing utilities and provide horizontal and vertical survey referencing of potholing and utility locations.

2.6 Additional Geotechnical Investigation
Our subconsultant, Parikh Consultant Inc, will perform additional borings at the location of the proposed pits and prepare a geotechnical report summarizing the result of the investigations and providing design parameters. These geotechnical services are presented separately from this scope and fee.

TASK 3: PRELIMINARY ENGINEERING (65%)
3.1 Preliminary Design Report
BKF will prepare a Preliminary Design Report, outlining the basis of design for the pipeline, for review and acceptance by SCWA. This information, anticipated to be one to five pages in length, will be provided in an electronic Word format. BKF will apply these design criteria to the schematic pipeline layout developed by BKF to develop a preliminary pipeline alignment alternatives and profile. BKF has budgeted two (2) meetings with SCWA and Caltrans during this portion of the task.

3.2 Utility Plan Sheets
BKF will prepare, coordinate and submit Utility Plan Sheets (U- drawings) in English units in accordance with the standards established in Task 2. The drawings will identify and propose final locations of sewer line FM affected by the project on 40 scale plan sheets. The U- drawings will indicate the sewer FM to be relocated and utility envelope plans. The deliverable for this item will be approximately four 22” x 34” plan sheets, as described above.
3.3 Utility Design Process
Caltrans will prepare the utility agreements and will provide utility coordination services. Design also include pipeline and casing design, cathodic protection, trenchless installation, and tie in design. BKF will be responsible for coordinating sanitary sewer FM design with SCWA staff and Caltrans' Right-of-Way Utility Coordinator. BKF has budgeted for two (2) meetings with SCWA and Caltrans, during this task. One meeting with the agencies will be held prior to submittal of the 65% drawings, and one will be held to coordinate the comments after the agencies and team have reviewed the drawing submittal.

3.4 Specifications and Special Provisions
BKF will prepare the specifications pertaining to construction of the relocated sanitary sewer FM, in accordance with the standards established in Task 2.

3.5 Preliminary Opinion of Construction Quantities and Estimates
BKF will prepare a Preliminary Opinion of Construction Quantities and Cost Estimate for the sewer FM relocation portion of the project. This opinion of costs will identify construction work items, quantities, unit costs, and summarize the estimated total project cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

3.6 Quality Control (QC) Review
BKF will perform an in-house Preliminary Design (65%) QC review of the sewer FM design.

3.7 Constructability Review
BKF will participate in a Constructability Review at the 65% submittal. It is assumed that Caltrans will provide a representative to conduct the Constructability Review. BKF will coordinate the Constructability Review meeting appropriate for the sewer FM issues. BKF will address comments regarding the sewer FM relocation generated by the review including providing explanation for comments not incorporated into the design.

TASK 4: FINAL DESIGN (95%)
Task 4 consists of responses to comments from the 65% submittals and continued development of plans, specifications and quantities for the Final Design (95% submittal). BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will attend up to two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues,

4.1 Utility Plan Sheets
BKF will incorporate all agreed upon comments received from SCWA, Caltrans, and other agencies into the Utility plan sheets submitted as directed in Task 3 and prepare complete sanitary sewer FM plans.

4.2 Specifications and Special Provisions
BKF will incorporate all agreed upon comments received from SCWA, Caltrans, and other agencies into the specifications and special provisions submitted as directed in Task 3 and prepare complete sanitary sewer FM specifications.

4.3 Construction Quantities and Opinions of Probable Construction Cost Estimates
BKF will update the Construction Quantities and Opinion of Cost Estimates to reflect design development from Preliminary Design (65%) to Final Design Unchecked (95%).

4.4 Quality Control (QC) Review
BKF will perform an in-house Checked (95%) PS&E QC review.

TASK 5: FINAL PS&E (100%)
Task 5 consist of responses to comments from the 95% submittals and continued development of plans, specifications and quantities for the Final PS&E (100% submittal). BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will attend two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues.

5.1 Plans. Specifications and Quantity Estimates
BKF will update the Waterline Utility Design Sheets, Special Provisions and Quantity Estimates submitted for Task 4, and incorporate the comments received from SCWA, Caltrans, and other agencies.

5.2 Quality Control (QC) Review
BKF will perform an in-house Final PS&E QC review.

TASK 6: DRAWING CONVERSION TO SCWA FORMAT
After the submittal of the PS&E package and acceptance by Caltrans and SCWA, BKF will convert the electronic drawing files from Caltrans standard template to the SCWA standard template (or similar format acceptable to SCWA).

FEES
BKF agrees to provide the services described above on an "Not to Exceed Fee" basis for the fees shown in the attached spreadsheet.

Any services beyond those specifically outlined above in Tasks 1 through 5 will be billed as Additional Services. The inclusion of Additional Services to the Scope of Work will require written amendment to the contract to be signed by the client and BKF before the Additional Services are to be provided (see Additional Services).

"Additional Services" that have not been included in this proposal because of undefined or unknown work scope can be added to our Scope of Work by issuance of a Confirmation of Additional Services (see "Additional Services," below) when the scope is defined. Additional Services shall be performed on a time and expense basis or for a fixed fee based upon a defined scope of work.

Invoices for services rendered will be issued on a monthly basis. Payment terms are net 30 days from the date of the invoice. Late payments are subject to interest charges at the rate of 18% per annum.

ASSUMPTIONS
The provision of the above Scope of Services is based upon the following assumptions:

1. Right of Entry
   Encroachment permit applications to perform design activities with Caltrans, County, or SCWA right-of-way shall be prepared by BKF.

2. Mapping
   Aerial topographic mapping within the project limits described above shall be the same used as the 3/2015 100% PS&E Package.

3. Right-of-Way
   State Right-of-Way Maps shall be available from Caltrans in an electronic format.

4. Units
   All project deliverables shall be prepared in English units.

5. Utility Coordination
   Caltrans will perform the following work activities: Utility Agreements, provide Utility Coordination services.
CLIENT TO PROVIDE
Following is a list of items that are to be provided to BKF in order to perform the above Scope of Services:
- Project Manager to serve as single point of contact
- Executed contract
- Payment of all Government, Agency or other fees
- Topographic information of the project area, extending 30’ outside of the proposed and existing right-of-way. This survey will include the USA markings delineating the existing sewer FM and other utilities. This topographic information will be provided to BKF in AutoCAD 2015 format.
- One copy of the geotechnical report.
- A map of easements within and adjacent to the project area.
- Caltrans will perform the following work activities (from Task 2.3, Utility Design Process):
  - Utility Agreements
  - Provide Utility Coordination Services
- Utility longitudinal encroachment applications will be prepared by others, if required.
- A hydraulic model of the sewer FM, to be provided by SCWA, if available.

ADDITIONAL SERVICES
BKF agrees to perform all of the items listed in the Scope of Services, above. However, the following items are specifically excluded from the Scope of Services of this contract. They may be added at the request of the client as a revision to this proposal, or under a future proposal or amendment. Fees for these services, if provided, will be billed on a time and expense basis, in accordance with BKF’s then-current Hourly Rates and Billing Policy, with a budget estimate provided, or for a fixed fee based upon a defined scope of work. Additional items BKF can provide include, but are not limited to:
- Right-of-Way Engineering/ Surveying
- Field Surveying
- Construction Staking
- Traffic control plan
- Public hearings

EXCLUSIONS
The following items are specifically excluded from the Scope of Services of this contract. These services are not provided by BKF. However, BKF would be willing to assist the client in locating a consultant to supply these services.
- Joint trench design
- Structural Engineering (including shoring)

SCHEDULE
BKF can begin work immediately after receiving the signed work authorizations, the initialed BKF’s Terms and Conditions of Agreement and any Client-provided items listed in this contract. The sewer FM relocation design schedule is to be aligned with the overall project schedule. The 65% Submittal will be at the same time as the 100% submittal in January of 2018.
PROJECT UNDERSTANDING
BKF understands that our scope of work will include design services associated with relocating the City of Petaluma (COP) sanitary sewer line, which currently parallels the eastern side of the SMART railroad running diagonally across Caltrans right-of-way along U.S. 101. The limit of BKF’s work for this proposal will be to replace approximately 550 LF of 21-inch PVC sanitary sewer with approximately 699.6 LF of 21-inch sanitary sewer that that runs 313.1 LF east, parallel to COP sewer easement, and then 386.5 LF south across U.S. 101, as shown on Marin-Sonoma Narrows HOV lane Widening Project Plans prepared by BKF.

SCOPE OF SERVICES
The following scope of services outlines the specific tasks that BKF will provide:

TASK 1: PROJECT MANAGEMENT
1.1 General Project Management
This task includes preparation of the work plan including the schedule and its updates and tracking budget and schedule throughout the project. This task also includes preparation of invoices and progress reports and staff coordination.

1.2 Meetings and Coordination with Agency Staff.
BKF will attend meetings, or phone conferences, with COP and Caltrans staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting. Meetings include:

- Kickoff Meeting
- Initial Design Meeting
- 2 Meetings during 65% Design Phase
- Constructability Review Meeting
- 2 Meetings during 95% Design Phase
- 2 Meetings during Final Design Phase

TASK 2: PLANNING AND PRELIMINARY INVESTIGATIONS
2.1 Data Collection and Review
BKF will obtain and review data and information available on the area for the sanitary sewer line design of the Project. This information will be obtained from COP and the rest of the BKF team. Data to be reviewed includes as-built drawings, Caltrans mapping, and COP’s Sewer Design and Construction Standards and Specifications, dated June 2000. BKF will also review right-of-way and topographic information for the project area.

2.2 Meeting with COP
BKF will meet with COP representatives to review the suggested alignment and method of installation and receive input and comments from COP. A procedure for communicating with the entire project design
team, including Caltrans and COP will be established. The deliverable for this task will be the meeting minutes.

The following scope of services and fees are based on the prediction that COP will agree with the alignment and tie-in points, and not require further feasibility or alternative analyses. Should COP seek further studies, we will provide them as an optional Additional Service.

2.3 Perform Preliminary Utility Verification
Accurate mapping of the existing utilities in the project area, locating utilities that potentially conflict with the proposed improvements and developing relocation plans for conflicting utilities will be critical tasks during project development. This level of effort will minimize construction costs and provide the correct placement of the proposed improvements. BKF will:
- review and update as-built sanitary sewer information for the project area;
- prepare existing sanitary sewer map based on the information provided by COP;
- identify potential sanitary sewer conflicts with proposed improvements;
- submit copies of all utility correspondence to COP and Caltrans.

2.4 Plan and Specification Standards
It is desirable that the project utility design is in conformance to COP’s standards. BKF proposes to prepare the utility plans using Caltrans standard sheet layout and title block, and generally conform to the Caltrans Plans Preparation Manual (PPM) Section 2, Project Plans - Utility Facilities. Drawings will be prepared using AutoCAD version 2015 and Caltrans' standard template. BKF will convert the drawings to Micro Station CADD V8. Specifications will be prepared in Caltrans’ format using MS Word 2013 but using COP’s standard specifications for the sanitary sewer specifications.

2.5 Utility Pothole and Survey
BKF will pothole existing utilities and provide horizontal and vertical survey referencing of potholing and utility locations.

2.6 Additional Geotechnical Investigation
Our subconsultant, Parikh Consultants Inc, will perform additional borings at the location of the proposed pits and prepare a geotechnical report summarizing the result of the investigations and providing design parameters. These geotechnical services are presented separately from this scope and fee.

TASK 3: PRELIMINARY ENGINEERING (65%)

3.1 Preliminary Design Report
BKF will prepare a Preliminary Design Report, outlining the basis of design for the pipeline, for review and acceptance by COP. This information, anticipated to be one to five pages in length, will be provided in an electronic Word format. BKF will apply these design criteria to the schematic pipeline layout developed by BKF to develop a preliminary pipeline alignment alternatives and profile. BKF has budgeted two (2) meetings with COP and Caltrans during this portion of the task.

3.2 Utility Plan Sheets
BKF will prepare, coordinate and submit Utility Plan Sheets (U- drawings) in English units in accordance with the standards established in Task 2. The drawings will identify and propose final locations of sewer lines affected by the project on 40 scale plan sheets. The U- drawings will indicate the sewer line to be relocated and utility envelope plans. The deliverable for this item will be approximately four 22” x 34” plan sheets, as described above.

3.3 Utility Design Process
Caltrans will prepare the utility agreements and will provide utility coordination services. BKF will be responsible for coordinating sanitary sewer design with COP staff and Caltrans’ Right-of-Way Utility
Coordinator. Design also includes pipeline and casing design, cathodic protection, trenchless installation, and tie in design. BKF has budgeted for two (2) meetings with COP and Caltrans, during this task. One meeting with the agencies will be held prior to submittal of the 65% drawings, and one will be held to coordinate the comments after the agencies and team have reviewed the drawing submittal.

3.4 Specifications and Special Provisions
BKF will prepare the specifications pertaining to construction of the relocated sanitary sewer, in accordance with the standards established in Task 2.

3.5 Preliminary Opinion of Construction Quantities and Estimates
BKF will prepare a Preliminary Opinion of Construction Quantities and Cost Estimate for the sewer line relocation portion of the project. This opinion of costs will identify construction work items, quantities, unit costs, and summarize the estimated total project cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

3.6 Quality Control (QC) Review
BKF will perform an in-house Preliminary Design (65%) QC review of the sewer line design.

3.7 Constructability Review
BKF will participate in a Constructability Review at the 65% submittal. It is assumed that Caltrans will provide a representative to conduct the Constructability Review. BKF will coordinate the Constructability Review meeting appropriate for the sewer line issues. BKF will address comments regarding the sewer line relocation generated by the review including providing explanation for comments not incorporated into the design.

TASK 4: FINAL DESIGN (95%)
Task 4 consists of responses to comments from the 65% submittals and continued development of plans, specifications and quantities for the Final Design (95% submittal). BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will attend up to two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues,

4.1 Utility Plan Sheets
BKF will incorporate all agreed upon comments received from COP, Caltrans, and other agencies into the Utility plan sheets submitted as directed in Task 3 and prepare complete sanitary sewer plans.

4.2 Specifications and Special Provisions
BKF will incorporate all agreed upon comments received from COP, Caltrans, and other agencies into the specifications and special provisions submitted as directed in Task 3 and prepare complete sanitary sewer specifications.

4.3 Construction Quantities and Opinions of Probable Construction Cost Estimates
BKF will update the Construction Quantities and Opinion of Cost Estimates to reflect design development from Preliminary Design (65%) to Final Design Unchecked (95%).

4.4 Quality Control (QC) Review
BKF will perform an in-house Checked (95%) PS&E QC review.

TASK 5: FINAL PS&E (100%)
Task 5 consist of responses to comments from the 95% submittals and continued development of plans, specifications and quantities for the Final PS&E (100% submittal). BKF will provide the comment responses
in written form, including justification for any comments not incorporated. BKF will attend two (2) meetings, if required, to resolve any outstanding issues. Upon resolution of any outstanding issues.

5.1 Plans, Specifications and Quantity Estimates
BKF will update the Waterline Utility Design Sheets, Special Provisions and Quantity Estimates submitted for Task 4, and incorporate the comments received from COP, Caltrans, and other agencies.

5.2 Quality Control (QC) Review
BKF will perform an in-house Final PS&E QC review.

TASK 6: DRAWING CONVERSION TO COP FORMAT
After the submittal of the PS&E package and acceptance by Caltrans and COP, BKF will convert the electronic drawing files from Caltrans standard template to the COP standard template (or similar format acceptable to COP).

FEES
BKF agrees to provide the services described above on an "Not to Exceed Fee" basis for the fees shown in the attached spreadsheet.

Any services beyond those specifically outlined above in Tasks 1 through 5 will be billed as Additional Services. The inclusion of Additional Services to the Scope of Work will require written amendment to the contract to be signed by the client and BKF before the Additional Services are to be provided (see Additional Services).

"Additional Services" that have not been included in this proposal because of undefined or unknown work scope can be added to our Scope of Work by issuance of a Confirmation of Additional Services (see "Additional Services," below) when the scope is defined. Additional Services shall be performed on a time and expense basis or for a fixed fee based upon a defined scope of work.

Invoices for services rendered will be issued on a monthly basis. Payment terms are net 30 days from the date of the invoice. Late payments are subject to interest charges at the rate of 18% per annum.

ASSUMPTIONS
The provision of the above Scope of Services is based upon the following assumptions:

1. Right of Entry
   Encroachment permit applications to perform design activities with Caltrans, County, or COP right-of-way shall be prepared by BKF.

2. Mapping
   Aerial topographic mapping within the project limits described above shall be the same used as the 3/2015 100% PS&E Package

3. Right-of-Way
   State Right-of-Way Maps shall be available from Caltrans in an electronic format.

4. Units
   All project deliverables shall be prepared in English units.

5. Utility Coordination
   Caltrans will perform the following work activities: Utility Agreements, provide Utility Coordination services.
CLIENT TO PROVIDE
Following is a list of items that are to be provided to BKF in order to perform the above Scope of Services:

• Project Manager to serve as single point of contact
• Executed contract
• Payment of all Government, Agency or other fees
• Topographic information of the project area, extending 30’ outside of the proposed and existing right-of-way. This survey will include the USA markings delineating the existing sewer line and other utilities. This topographic information will be provided to BKF in AutoCAD 2015 format.
• One copy of the geotechnical report.
• A map of easements within and adjacent to the project area.
• Caltrans will perform the following work activities (from Task 2.3, Utility Design Process):
  o Utility Agreements
  o Provide Utility Coordination Services
• Utility longitudinal encroachment applications will be prepared by others, if required.
• A hydraulic model of the sewer line, to be provided by COP, if available.

ADDITIONAL SERVICES
BKF agrees to perform all of the items listed in the Scope of Services, above. However, the following items are specifically excluded from the Scope of Services of this contract. They may be added at the request of the client as a revision to this proposal, or under a future proposal or amendment. Fees for these services, if provided, will be billed on a time and expense basis, in accordance with BKF’s then-current Hourly Rates and Billing Policy, with a budget estimate provided, or for a fixed fee based upon a defined scope of work.

Additional items BKF can provide include, but are not limited to:

• Right-of-Way Engineering/ Surveying
• Field Surveying
• Construction Staking
• Traffic control plan
• Public hearings

EXCLUSIONS
The following items are specifically excluded from the Scope of Services of this contract. These services are not provided by BKF. However, BKF would be willing to assist the client in locating a consultant to supply these services.

• Joint trench design
• Structural Engineering (including shoring)

SCHEDULE
BKF can begin work immediately after receiving the signed work authorizations, the initialed BKF’s Terms and Conditions of Agreement and any Client-provided items listed in this contract. The sewer relocation design schedule is to be aligned with the overall project schedule. The 65% Submittal will be at the same time as the submittal in January of 2018.
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
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<td>Mon 9/25/17</td>
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<td>7</td>
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<td>8</td>
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<td>Mon 12/18/17</td>
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<td>Thu 3/29/18</td>
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<td>Wed 5/9/18</td>
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<tr>
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<td>48</td>
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<td>Wed 5/9/18</td>
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<tr>
<td>49</td>
<td>Caltrans Review Final Drainage Report and SWDR</td>
<td>8 wks</td>
<td>Thu 5/10/18</td>
<td>Wed 7/4/18</td>
</tr>
<tr>
<td>50</td>
<td>Update Drainage, Hydraulic and SWDR</td>
<td>4 wks</td>
<td>Thu 7/5/18</td>
<td>Wed 8/1/18</td>
</tr>
<tr>
<td>51</td>
<td>Submit Revised Reports to Caltrans</td>
<td>0 days</td>
<td>Wed 8/1/18</td>
<td>Wed 8/1/18</td>
</tr>
<tr>
<td>52</td>
<td>Drainage Report and SWDR Approved</td>
<td>2 wks</td>
<td>Thu 8/2/18</td>
<td>Wed 8/15/18</td>
</tr>
<tr>
<td>53</td>
<td>Preliminary Site Investigation Report (ISA Phase 2)</td>
<td>78 days</td>
<td>Mon 10/30/17</td>
<td>Wed 2/14/18</td>
</tr>
<tr>
<td>54</td>
<td>Revise Draft PSI and Submit to Caltrans for Review</td>
<td>6 wks</td>
<td>Mon 10/30/17</td>
<td>Fri 12/16/17</td>
</tr>
<tr>
<td>55</td>
<td>Caltrans Reviews Draft PSI</td>
<td>3 wks</td>
<td>Mon 12/11/17</td>
<td>Fri 12/29/17</td>
</tr>
<tr>
<td>56</td>
<td>Update PSI Report</td>
<td>4 wks</td>
<td>Mon 1/1/18</td>
<td>Fri 1/26/18</td>
</tr>
<tr>
<td>57</td>
<td>Submit Final PSI Report</td>
<td>0 days</td>
<td>Wed 1/31/18</td>
<td>Wed 1/31/18</td>
</tr>
<tr>
<td>58</td>
<td>Caltrans Reviews and Approves Final PSI Report</td>
<td>2 wks</td>
<td>Thu 2/1/18</td>
<td>Wed 2/14/18</td>
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<tr>
<td>59</td>
<td>TASK 6 - FINAL DESIGN (100%) and DOE Submittal</td>
<td>208 days</td>
<td>Mon 10/30/17</td>
<td>Wed 8/15/18</td>
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<td>60</td>
<td>Repackage and Update Roadway and Structural Plans</td>
<td>8 wks</td>
<td>Mon 10/30/17</td>
<td>Fri 12/22/17</td>
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<tr>
<td>61</td>
<td>Update SSP, BEES and Schedule</td>
<td>2 wks</td>
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<td>Fri 1/5/18</td>
</tr>
<tr>
<td>62</td>
<td>Prepare Resident Engineer, Survey Files, Checklist and AADP Checklist</td>
<td>3 wks</td>
<td>Mon 1/8/18</td>
<td>Fri 1/26/18</td>
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<tr>
<td>63</td>
<td>Incorporate QA/QC Comments into 100% Submittal</td>
<td>1 wk</td>
<td>Mon 1/22/18</td>
<td>Fri 1/26/18</td>
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<td>64</td>
<td>Combine Final Structure Plans to Submittal</td>
<td>3 days</td>
<td>Mon 1/29/18</td>
<td>Wed 1/31/18</td>
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<tr>
<td>65</td>
<td>Submit 100% PS&amp;E to Caltrans D4 Functional Units, DES-OSFP, and DOE</td>
<td>0 days</td>
<td>Wed 1/31/18</td>
<td>Wed 1/31/18</td>
</tr>
<tr>
<td>66</td>
<td>Caltrans Reviews 100% Submittal</td>
<td>8 wks</td>
<td>Thu 2/1/18</td>
<td>Wed 3/28/18</td>
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<tr>
<td>67</td>
<td>Constructability Meeting</td>
<td>0 days</td>
<td>Wed 2/28/18</td>
<td>Wed 2/28/18</td>
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<td>68</td>
<td>Coordinate with D4/DOE, Incorporate Comments and Finalize 100% PS&amp;E</td>
<td>8 wks</td>
<td>Thu 3/1/18</td>
<td>Wed 4/25/18</td>
</tr>
<tr>
<td>69</td>
<td>Finalize Reports and Memorandums</td>
<td>4 wks</td>
<td>Thu 4/26/18</td>
<td>Wed 5/23/18</td>
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<td>70</td>
<td>Submit Final 100% PS&amp;E Package</td>
<td>0 days</td>
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<td>Wed 5/23/18</td>
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<tr>
<td>71</td>
<td>2nd DOE Review</td>
<td>60 days</td>
<td>Thu 5/24/18</td>
<td>Wed 8/15/18</td>
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<td>2nd DOE Review</td>
<td>8 wks</td>
<td>Thu 5/24/18</td>
<td>Wed 7/18/18</td>
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<td>73</td>
<td>Incorporate Comments and Finalize 2nd DOE Package</td>
<td>4 wks</td>
<td>Thu 7/18/18</td>
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<tr>
<td>74</td>
<td>Coordinate with DOE to Finalize Package</td>
<td>4 wks</td>
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<td>Wed 8/15/18</td>
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<td>75</td>
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<td>98 days</td>
<td>Thu 8/16/18</td>
<td>Mon 12/31/18</td>
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<td>76</td>
<td>Respond/Finalize PS&amp;E with 2nd DOE Review</td>
<td>8 wks</td>
<td>Thu 8/16/18</td>
<td>Wed 10/10/18</td>
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<td>77</td>
<td>RTL Certification</td>
<td>0 days</td>
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<td>Wed 11/7/18</td>
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<tr>
<td>78</td>
<td>Funds Documentations Submittal to DOE</td>
<td>4 wks</td>
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<td>Authority to Advertise (A2A) from District Director</td>
<td>2 wks</td>
<td>Thu 12/6/18</td>
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<td>80</td>
<td>DOE Submit Project to HQ for Advertisement</td>
<td>0 days</td>
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<td>81</td>
<td>Task 8 - RW ENGINEERING AND ACQUISITION</td>
<td>271 days</td>
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<td>Task Name</td>
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<td>Finish</td>
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<td>89</td>
<td>Confirm Right of Way Requirements</td>
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<td>Tue 3/27/18</td>
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<td>91</td>
<td>R/W Certification</td>
<td>0 days</td>
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<td>20 wks</td>
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<td>90</td>
<td>Right of Way Engineering, Appraisal, Negotiations, and Acquisition</td>
<td>13.5 mons</td>
<td>Wed 10/25/17</td>
<td>Tue 11/6/18</td>
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<td>Task 9 - PERMITS</td>
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<td></td>
<td>404 Permit (USACE)</td>
<td>205 days</td>
<td>Thu 12/21/17</td>
<td>Wed 10/3/18</td>
</tr>
<tr>
<td>93</td>
<td>Prepare Draft 404 Permit Application</td>
<td>6 wks</td>
<td>Thu 12/21/17</td>
<td>Wed 1/31/18</td>
</tr>
<tr>
<td>94</td>
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<td>0 days</td>
<td>Wed 1/3/18</td>
<td>Wed 1/31/18</td>
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<td>95</td>
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<td>4 wks</td>
<td>Thu 2/1/18</td>
<td>Wed 2/28/18</td>
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<tr>
<td>96</td>
<td>Incorporate Comments and Finalize 404 Permit Application</td>
<td>2 wks</td>
<td>Thu 3/1/18</td>
<td>Wed 3/14/18</td>
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<tr>
<td>97</td>
<td>Submit Final 404 Permit Application to Caltrans</td>
<td>0 days</td>
<td>Wed 3/14/18</td>
<td>Wed 3/14/18</td>
</tr>
<tr>
<td>98</td>
<td>Caltrans Prepares USACE Notice</td>
<td>4 wks</td>
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<td>Wed 4/11/18</td>
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<td>Notice to Be in Reg.</td>
<td>45 days</td>
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<td>Respond to USACE</td>
<td>30 days</td>
<td>Thu 6/14/18</td>
<td>Wed 7/25/18</td>
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<tr>
<td>101</td>
<td>USACE Review/Approval</td>
<td>30 days</td>
<td>Thu 7/26/18</td>
<td>Wed 9/5/18</td>
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<td>102</td>
<td>USACE Issues 404 Permit</td>
<td>0 days</td>
<td>Wed 10/3/18</td>
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<td>401 Permit (RWQCB)</td>
<td>165 days</td>
<td>Thu 12/21/17</td>
<td>Wed 8/8/18</td>
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<td>103</td>
<td>Prepare Draft 401 Permit Application</td>
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<td>4 wks</td>
<td>Thu 2/1/18</td>
<td>Wed 2/28/18</td>
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<td>106</td>
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<td>Wed 3/14/18</td>
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<td>0 days</td>
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<td>3 wks</td>
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<td>Wed 4/4/18</td>
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<tr>
<td>109</td>
<td>Caltrans Prepares and Submits 401 Permit Package</td>
<td>6 wks</td>
<td>Thu 4/5/18</td>
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<td>110</td>
<td>RWQCB Review</td>
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<td>Wed 7/11/18</td>
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<td>111</td>
<td>RWQCB Issues 401 Permit</td>
<td>0 days</td>
<td>Wed 8/8/18</td>
<td>Wed 8/8/18</td>
</tr>
<tr>
<td></td>
<td>401 Permit (RWQCB)</td>
<td>195 days</td>
<td>Thu 12/21/17</td>
<td>Wed 9/19/18</td>
</tr>
<tr>
<td>112</td>
<td>Prepare Draft 1602 Permit Application</td>
<td>6 wks</td>
<td>Thu 12/21/17</td>
<td>Wed 1/31/18</td>
</tr>
<tr>
<td>113</td>
<td>Submit Draft 1602 Permit Application</td>
<td>0 days</td>
<td>Wed 1/31/18</td>
<td>Wed 1/31/18</td>
</tr>
<tr>
<td>114</td>
<td>Caltrans Review Draft 1602 Permit Application</td>
<td>3 wks</td>
<td>Thu 2/1/18</td>
<td>Wed 2/21/18</td>
</tr>
<tr>
<td>115</td>
<td>Incorporate Comments and Finalize 1602 Permit Application</td>
<td>2 wks</td>
<td>Thu 2/2/18</td>
<td>Wed 3/7/18</td>
</tr>
<tr>
<td>116</td>
<td>Submit Final 1602 Permit Application to Caltrans</td>
<td>0 days</td>
<td>Wed 3/7/18</td>
<td>Wed 3/7/18</td>
</tr>
<tr>
<td>117</td>
<td>Caltrans Prepares and Submits 1602 Package</td>
<td>30 days</td>
<td>Thu 3/8/18</td>
<td>Wed 4/18/18</td>
</tr>
<tr>
<td>118</td>
<td>CDFG Review</td>
<td>90 days</td>
<td>Thu 4/19/18</td>
<td>Wed 8/22/18</td>
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<tr>
<td>119</td>
<td>Caltrans/CDFG Comment/Review/Coordination of Draft Permit</td>
<td>4 wks</td>
<td>Thu 8/23/18</td>
<td>Wed 9/19/18</td>
</tr>
<tr>
<td>120</td>
<td>CDFG Issues 1602 Permit</td>
<td>0 days</td>
<td>Wed 9/19/18</td>
<td>Wed 9/19/18</td>
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</table>
## Exhibit C-5

### A. BKF Labor

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent of BKF Total</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>17%</td>
<td>Project Management</td>
</tr>
<tr>
<td>2</td>
<td>35%</td>
<td>Preliminary Engineering (35%) - Eliminated (Remainder Moved to Task 13 - Contingency)</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
<td>Optional Services</td>
</tr>
<tr>
<td>4</td>
<td>3%</td>
<td>Contingency</td>
</tr>
<tr>
<td>5</td>
<td>2%</td>
<td>Task 10A - SCWA - 21&quot; Waterline Relocation</td>
</tr>
<tr>
<td>6</td>
<td>3%</td>
<td>Task 10B - SCWA - 6&quot; Sewer Foreman Relocation</td>
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<tr>
<td>7</td>
<td>2%</td>
<td>Task 10C - City of Petaluma - 21&quot; Sewer Relocation</td>
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<tr>
<td>8</td>
<td>2%</td>
<td>Task 10D - Extend Piling for Soundwalls (Liquefiable Layer)</td>
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<tr>
<td>9</td>
<td>2%</td>
<td>Task 10E - Maintenance Access Road Retaining Walls/Wing Wall Mods (or Staircase)</td>
</tr>
<tr>
<td>10</td>
<td>2%</td>
<td>Task 10F - SCWA - 33&quot; Waterline Relocation</td>
</tr>
<tr>
<td>11</td>
<td>2%</td>
<td>Task 10G - Extend SW 3a to Property Limits (Comment from CT R/W)</td>
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<tr>
<td>12</td>
<td>2%</td>
<td>Task 10H - Design/Implementation of CT Scour Alternatives (Rock Gabion and RSP)</td>
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<tr>
<td>13</td>
<td>2%</td>
<td>Task 10I - Supplemental Traffic Counts/LOS/Delay/Queue Analysis (Lakeville)</td>
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<td>14</td>
<td>2%</td>
<td>Task 10J - Extend 52nd Sw To Property Limits (CT/LRSCW)</td>
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<td>15</td>
<td>2%</td>
<td>Task 10K - SB 101 Off-Ramp to E. Washington Street - Pavement Rehab</td>
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### B. BKF Reimbursable Expenses:

<table>
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<tr>
<th>Item</th>
<th>Task</th>
<th>BKF Markup</th>
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<tbody>
<tr>
<td>Traffic Control/Potting Services</td>
<td>$11,509</td>
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<tr>
<td>Printing/Document/Makeup of professional fees</td>
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<tr>
<td>Computer/Plotter of professional fees</td>
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</table>

### C. Subconsultants:

<table>
<thead>
<tr>
<th>Item</th>
<th>Task</th>
<th>BKF Markup</th>
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</thead>
<tbody>
<tr>
<td>GEC/Geotechnical Engineering</td>
<td>$10,000</td>
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<tr>
<td>Parikh Consultants Inc (Geotechnical Engineering)</td>
<td>$500</td>
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<td>DJPA (Environmental with WRA)</td>
<td>$5,000</td>
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<tr>
<td>AEC (Electrical, Ramping, and EOS)</td>
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### D. Summary and Breakdown Below:

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<th>Subtotal</th>
<th>BKF Markup</th>
<th>BKF Subtotal</th>
<th>BKF Subtotal</th>
<th>BKF Subtotal</th>
<th>BKF Subtotal</th>
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<td>9</td>
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### D. Totals

| BKF Markup | $2,887 | $2,887 | $2,887 | $2,887 | $2,887 | $2,887 | $2,887 |

### E. BKF Subtotals

| BKF Subtotal | $807,077 | $78,566 | $39,629 | $141,848 | $146,822 | $126,922 | $92,860 | $150,626 | $5,530 | $9,924 | $61,850 | $67,774 |

## Notes

1. Subconsultant Markup: 9%
### E. Optional Services and Contingency Breakdown

<table>
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<tr>
<th>Task</th>
<th>Services Description</th>
<th>C2 Costs</th>
<th>C2 Remaining</th>
<th>C2 Request</th>
<th>Amendment</th>
<th>Rainier Costs</th>
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<tr>
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F. BKF Task Breakdown

**Task 1** Project Management

- **Task 1.1** Project Administration
  - **Task 1.1.1** Develop a Detailed CPM Schedule
  - **Task 1.1.2** Update the Project CPM Schedule on a Monthly Basis and Submit an Electronic File at the End of Each Month

- **Task 1.2** Agency and Subconsultant Coordination
  - **Task 1.2.1** Attend Project Trend Meetings (assumes 6 meetings)
  - **Task 1.2.2** Prepare agenda and meeting minutes

- **Task 1.3** Participate in Technical Focus Meetings (assumes 4 meetings)
  - **Task 1.3.1** Attend Project Development Team Meetings (assumes 12 meetings)
  - **Task 1.3.2** Prepare agenda and meeting minutes

- **Task 1.4** Participate in Community Meetings (assumes 6 meetings)

- **Task 1.5** Participate in Technical Focus Meetings (assumes 4 meetings)
  - **Task 1.5.1** Establish Asthetic Proposal for Structural Elements
  - **Task 1.5.2** Attend Coordination Meetings with Community and City for Approval of Aesthetic Elements

**Task 2** Supplemental Investigations and Updated Preliminary Engineering/Supporting Technical Studies/Reports

- **Task 2.1** Enforce Eminent Domain Policies

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Subtotal: 504 hours $299,922

**EXHIBIT C SUMMARY OF PROJECT SCOPE AND EFFORT FOR**
Sonoma County Transportation Authority - Marin-Sonoma Narrows HOV Widening Project (Project C2) - Cost to Complete - MSN C2 Corridor
Summary and Breakdown Sheets

**BKF Engineers**
285 Willow Road, Suite 250
Pleasanton, CA 94588
October 25, 2017
### Task 7: Final RTL PS&E

**Task 7.1** Review Comments and Participate in Comment Resolution Meeting (See and Teleconference/Email Coordination)

**Task 7.2** Incorporate Comments and Update Plan Sheets

**Task 7.3** Update Caltrans Standard Special Provisions

**Task 7.4** Assemble and Coordinate Specifications for Project

**Task 7.5** Incorporate Quality Control Review Comments

**Task 7.6** Incorporate Comments - Update, Sign, and Finalize Reports

**Task 7.7** Update Resident Engineer’s File

**Task 7.8** Update Cross Section Sheets

**Task 7.9** Prepare Survey File

**Task 7.10** Incorporate District CADD Comments and Finalize MicroStation Files

**Task 7.11** Assemble and Submit Bid Documents for Caltrans DOE Review

<table>
<thead>
<tr>
<th>TASK</th>
<th>PIC</th>
<th>Sr. Assoc</th>
<th>Assoc</th>
<th>Phl</th>
<th>Eng III</th>
<th>Eng II</th>
<th>Eng I</th>
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Subtotal: 20 | 46 | 58 | 206 | 304 | 390 | 406 | 506 | 194 | 1942 | 288,085 |

**Task 7.2** Right-of-Way Engineering and Support

**Task 8.1** Update ROW Requirements

**Task 8.2** ROW Coordination with Caltrans (Including Meetings)

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<th>Eng II</th>
<th>Eng I</th>
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<td>10,078</td>
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Subtotal: 0 | 32 | 0 | 18 | 16 | 20 | 4 | 4 | 20 | 32 | 20 | 4 | 4 | 32 | 10 | 98 | 38,576 |

**Task 8.4** Conduct Final Microstation Conversions

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<th>Eng II</th>
<th>Eng I</th>
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<td>1,853</td>
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</table>

Subtotal: 0 | 32 | 0 | 18 | 16 | 20 | 4 | 4 | 20 | 32 | 20 | 4 | 4 | 32 | 10 | 98 | 19,181 |

**Task 9.3** Permits Application Support

**Task 9.1** Provide Support in the Preparation of Draft Permits

**Task 9.2** Review Supporting Mapping/Exhibits to Address Comments

**Task 9.3** Confirm Incorporation of Permit Requirements

<table>
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<tr>
<th>TASK</th>
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<th>Assoc</th>
<th>Phl</th>
<th>Eng III</th>
<th>Eng II</th>
<th>Eng I</th>
<th>Tech</th>
<th>Clar</th>
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<tbody>
<tr>
<td>Task 9.1</td>
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<td>8</td>
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<td>1,853</td>
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Subtotal: 0 | 32 | 0 | 18 | 16 | 20 | 4 | 4 | 20 | 32 | 20 | 4 | 4 | 32 | 10 | 98 | 19,181 |
### Task 10: Optional Services

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<th>Serv</th>
<th>Ttl Hrs</th>
<th>Cost (USD)</th>
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<td>10A</td>
<td>SCWA - 33&quot; Waterline Relocation (See Separate Detailed Scope/Fee Breakdown)</td>
<td>326</td>
<td>22</td>
<td>156</td>
<td>218</td>
<td>8</td>
<td>772</td>
<td>136,578</td>
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<td>10B</td>
<td>SCWA - 6&quot; Sewer Forcemain Relocation (See Separate Detailed Scope/Fee Breakdown)</td>
<td>326</td>
<td>22</td>
<td>156</td>
<td>218</td>
<td>8</td>
<td>772</td>
<td>136,578</td>
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<td>10C</td>
<td>City of Petaluma - 21&quot; Sewer Relocation (See Separate Detailed Scope/Fee Breakdown)</td>
<td>326</td>
<td>22</td>
<td>156</td>
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<td>772</td>
<td>136,578</td>
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<td>10D</td>
<td>Extend Piling for Soundwalls (Liquefiable Layer)</td>
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<td>Maintenance Access Road/Retaining Walls/Wing Wall/Steel (or Staircase)</td>
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<td>Preliminary Retaining Wall/Access Road or Staircase Wingwall Design</td>
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<td>Supplemental Survey (if Required)</td>
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<td>Final PS&amp;E - (Revised 85%) - Eliminated (Remaining Moved to Task 10 - Contingency)</td>
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<td>SMART MUP-Bridge/Path (By Others) Integrated into C2 PS&amp;E</td>
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<td>Extend SW 3a to Property Limits (Comment from CT R/W)</td>
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<td>Design/Implementation of CT Scour Alternatives (Rock Gabion and RSP)</td>
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<td>Supplemental Traffic Counts/LOS/Delay/Queue Analysis (Lakeville)</td>
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<td>4</td>
<td>6</td>
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<td>E. Washington St OC - SB 101 Concrete Slab Replacement</td>
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**Subtotal**

- PIC Sr. Assoc.: 23
- Assoc.: 983
- Plm: 1098
- Eng III: 640
- Eng II: 709
- Eng I: 62
- Tech: 71
- Cler: 2763
- Serv: 480,173
- Ttl Hrs: 97
- Cost (USD): 10,336
## Project Person-Hour Breakdown

### Task 1: Project Management

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<td>Meetings and Coordination with Agency Staff</td>
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### Task 2: Planning and Preliminary Investigations

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<td>Meeting with POC</td>
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<td>Perform Preliminary Utility Verification</td>
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<td>Plan and Specification Standards</td>
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<td>Utility Pothole and Survey</td>
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### Task 3: Preliminary Engineering (65%)

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<td>Preliminary Design Report</td>
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<td>Utility Plan Sheets</td>
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<td>Utility Design Process</td>
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<td>Preliminary Opinion of Construction Quantities and Estimates</td>
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<td>Quality Control (QC) Review</td>
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### Task 4: Final Design (95%)

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<td>Utility Plan Sheets</td>
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<td>Specifications and Special Provisions</td>
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<td>Construction Quantities and Opinions of Probable Construction Cost Estimates</td>
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### Task 5: Final PS&E (100%)

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<th>Total Fee</th>
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### Task 6: CAD Drawing Conversion

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<td>CAD Conversion (Conform Set) to SCWA Format/Standards</td>
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**Totals**

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## Task Breakdown

### 1. Project Management

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**Subtotal - Task 1:** 108 hours, $30,427

### 2. Planning and Preliminary Investigations

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<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Collection and Review</td>
<td>8</td>
<td>$4,757</td>
</tr>
<tr>
<td>Meeting with POC</td>
<td>8</td>
<td>$3,125</td>
</tr>
<tr>
<td>Perform Preliminary Utility Verification</td>
<td>8</td>
<td>$3,125</td>
</tr>
<tr>
<td>Plan and Specification Standards</td>
<td>24</td>
<td>$5,661</td>
</tr>
<tr>
<td>Utility Pothole and Survey</td>
<td>8</td>
<td>$4,167</td>
</tr>
<tr>
<td>Additional Geotechnical Investigation</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Subtotal - Task 2:** 40 hours, $20,581

### 3. Preliminary Engineering (65%)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Total Hours</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design Report</td>
<td>24</td>
<td>$11,823</td>
</tr>
<tr>
<td>Utility Plan Sheets</td>
<td>24</td>
<td>$13,456</td>
</tr>
<tr>
<td>Utility Design Process</td>
<td>32</td>
<td>$5,661</td>
</tr>
<tr>
<td>Specifications and Special Provisions</td>
<td>24</td>
<td>$5,661</td>
</tr>
<tr>
<td>Preliminary Opinion of Construction Quantities and Estimates</td>
<td>4</td>
<td>$2,181</td>
</tr>
<tr>
<td>Quality Control (QC) Review</td>
<td>8</td>
<td>$1,751</td>
</tr>
<tr>
<td>Constructability Review</td>
<td>8</td>
<td>$3,125</td>
</tr>
</tbody>
</table>

**Subtotal - Task 3:** 116 hours, $47,403

### 4. Final Design (95%)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Total Hours</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Plan Sheets</td>
<td>16</td>
<td>$9,311</td>
</tr>
<tr>
<td>Specifications and Special Provisions</td>
<td>18</td>
<td>$4,246</td>
</tr>
<tr>
<td>Construction Quantities and Opinions of Probable Construction Cost Estimates</td>
<td>4</td>
<td>$1,562</td>
</tr>
<tr>
<td>Quality Control (QC) Review</td>
<td>6</td>
<td>$1,313</td>
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**Subtotal - Task 4:** 38 hours, $16,433

### 5. Final PS&E (100%)

<table>
<thead>
<tr>
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<th>Total Hours</th>
<th>Total Fee</th>
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<tbody>
<tr>
<td>Plans. Specifications and Quantity Estimates</td>
<td>24</td>
<td>$10,586</td>
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<tr>
<td>Quality Control (QC) Review</td>
<td>4</td>
<td>$876</td>
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</tbody>
</table>

**Subtotal - Task 5:** 28 hours, $11,461

### 6. Drawing Conversion to POC Format

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Total Hours</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microstation Conversion for Caltrans KTL/AAA</td>
<td>44</td>
<td>$4,911</td>
</tr>
<tr>
<td>CAD Conversion (Conform Set) to SCWA Format/Standards</td>
<td>42</td>
<td>$5,362</td>
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**Subtotal - Task 6:** 86 hours, $10,273

**Totals:**

- Total Hours: 326
- Total Dollars ($): $150,578
<table>
<thead>
<tr>
<th>Task</th>
<th>Rate ($/hr)</th>
<th>Total Hours</th>
<th>Total Fee ($)</th>
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</thead>
<tbody>
<tr>
<td>1 PROJECT MANAGEMENT</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1.1 General Project Management</td>
<td>$236</td>
<td>36</td>
<td>$8,492</td>
</tr>
<tr>
<td>1.2 Meetings and Coordination with Agency Staff (9 meetings)</td>
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<td>104</td>
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<td>Subtotal - Task 1</td>
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<td>2 PLANNING AND PRELIMINARY INVESTIGATIONS</td>
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<tr>
<td>2.1 Data Collection and Review</td>
<td>$248</td>
<td>32</td>
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<tr>
<td>2.2 Meeting with POC</td>
<td>$219</td>
<td>16</td>
<td>$3,125</td>
</tr>
<tr>
<td>2.3 Perform Preliminary Utility Verification</td>
<td>$24</td>
<td>24</td>
<td>$5,661</td>
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<tr>
<td>2.4 Plan and Specification Standards</td>
<td>$219</td>
<td>24</td>
<td>$5,661</td>
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<td>2.5 Utility Pothole and Survey</td>
<td>$248</td>
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<td>$4,167</td>
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<tr>
<td>2.6 Additional Geotechnical Investigation</td>
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<td>$0</td>
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<tr>
<td>Subtotal - Task 2</td>
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<td>120</td>
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<td>3 PRELIMINARY ENGINEERING (65%)</td>
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<td>3.1 Preliminary Design Report</td>
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<td>$11,823</td>
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<tr>
<td>3.2 Utility Plan Sheets</td>
<td>$24</td>
<td>24</td>
<td>$13,456</td>
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<tr>
<td>3.3 Utility Design Process</td>
<td>$248</td>
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<td>3.4 Specifications and Special Provisions</td>
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<td>3.5 Preliminary Opinion of Construction Quantities and Estimates</td>
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<td>3.6 Quality Control (QC) Review</td>
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<td>$1,313</td>
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<tr>
<td>3.7 Constructability Review</td>
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<tr>
<td>Subtotal - Task 3</td>
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<td>264</td>
<td>$47,403</td>
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<tr>
<td>4 FINAL DESIGN (95%)</td>
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<tr>
<td>4.1 Utility Plan Sheets</td>
<td>$18</td>
<td>16</td>
<td>$3,125</td>
</tr>
<tr>
<td>4.2 Specifications and Special Provisions</td>
<td>$16</td>
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<tr>
<td>4.3 Construction Quantities and Opinions of Probable Construction Cost Estimates</td>
<td>$248</td>
<td>4</td>
<td>$1,313</td>
</tr>
<tr>
<td>4.4 Quality Control (QC) Review</td>
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<td>$1,751</td>
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<tr>
<td>Subtotal - Task 4</td>
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<td>64</td>
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<td>5 FINAL PS&amp;E (100%)</td>
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<tr>
<td>5.1 Plans, Specifications and Quantity Estimates</td>
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<td>4</td>
<td>$10,586</td>
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<td>5.2 Quality Control (QC) Review</td>
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<tr>
<td>Subtotal - Task 5</td>
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<td>68</td>
<td>$11,461</td>
</tr>
<tr>
<td>6 DRAWING CONVERSION TO POC FORMAT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6.1 MicroStation Conversion for Caltrans RTL/AAA</td>
<td>$248</td>
<td>44</td>
<td>$4,911</td>
</tr>
<tr>
<td>6.2 CAD Conversion (Conform Set) to SCWA Format/Standards</td>
<td>$24</td>
<td>44</td>
<td>$5,562</td>
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<td>Total Dollars ($)</td>
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Staff Report

To: Sonoma County Transportation Authority
From: Seana L.S. Gause, Senior – Programming and Projects
Item: 3.7 - Measure M Partial de-obligation for the Sonoma County Bicycle Coalition (SCBC) Bike Month Phase of the Bike Safety and Education Project
Date: November 13, 2017

**Issue:**
Shall the Board approve a partial de-obligation of an existing appropriation for the Bike Month phase of the Bike Safety and Education project made to the Sonoma County Bicycle Coalition in July 2017?

**Background:**
The Sonoma County Bicycle Coalition has a Measure M cooperative agreement to implement Bike Month. In July of this year, this Board approved an appropriation to this project for $15,000. It was recently brought to staff’s attention that the amended cooperative agreement had reduced the amount of funds available (per SCBC’s request during the programming of the 2017 Strategic Plan) to $12,000. Due to this administrative oversight, the amount of funds appropriated to the SCBC was $3,000 more than the available funding programmed.

The SCTA adopted the 2017 Measure M Strategic Plan, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the Strategic Plan and the associated cooperative funding agreements, each project sponsor must submit an appropriation request (attached) to initiate spending of Measure M funding for the fiscal year in which the funds are programmed. The request received accidentally misstated the appropriation amount. Staff is bringing the current de-obligation to realign the amount of funding programmed and the amount appropriated.

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
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<tr>
<td>M71515-A3</td>
<td>SCBC</td>
<td>Bike/Ped</td>
<td>Bicycle Safety and Education</td>
<td>Bike Month</td>
<td>-$3,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-$3,000</td>
</tr>
</tbody>
</table>

**Policy Impacts:**
None. The de-obligation is within the established policies outlined in the Measure M Strategic Plan Chapter 4. Policy 7.

**Fiscal Impacts:**
There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2017 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of $12,000 will still available to the Sonoma County Bicycle Coalition to implement Bicycle...
Safety and Education programs (AKA Bike Month). De-obligation of $3,000 is consistent with the funding availability defined in the Measure M cash-flow model.

**Staff Recommendation:**

In order to correct an administrative oversight, staff recommends that the Board approve the attached resolution 2017-027 in order to effect the de-obligation of $3,000 for the Bike Month Phase of the Measure M Bicycle Safety and Education Project.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS OF -$3,000 TO THE SONOMA COUNTY BICYCLE COALITION FOR BICYCLE SAFETY AND EDUCATION IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M71515-A3

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes $1,200,000 in 2004 dollars, for the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the Sonoma County Bicycle Coalition (hereinafter “SCBC”) have entered into Cooperative Funding Agreement No. 71515-A3 (hereinafter “Cooperative Agreement”) regarding the Safe Routes to Schools and Bike Month Phases of the Bicycle Safety and Education Project (hereinafter “Project”) within the Bicycle and Pedestrian Projects Program; and

WHEREAS, SCBC submitted a request for Appropriation of Funds dated June 9, 2017 in connection with the Project pursuant to the above referenced Cooperative Agreement that accidentally misstated the amount to be appropriated; and

WHEREAS, funds in the amount of $12,000 are included in the Authority’s Strategic Plan and annual budget for FY17/18 for such projects.

NOW, THEREFORE, BE IT RESOLVED that the Authority finds the deobligation of funds is consistent with the Expenditure Plan, the Strategic Plan, and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority deobligates $3,000 from the existing SCBC FY17/18 appropriation pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds in the adjusted amount of $12,000 will be disbursed to SCBC in accordance with the provisions of the Cooperative Agreement but shall not exceed on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2017 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that the funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from the date of this Resolution.
THE FOREGOING RESOLUTION was moved by Director Agrimonti, seconded by Director Coursey, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
<th>Director Miller</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Coursey</td>
<td>Director Rabbitt</td>
<td>Director Russell</td>
</tr>
<tr>
<td>Director Glade Gourney</td>
<td>Director Salmon</td>
<td></td>
</tr>
<tr>
<td>Director Gorin</td>
<td>Director Salmon</td>
<td>Director Zane</td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
<td>Director Zane</td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Salmon</td>
<td>Director Zane</td>
</tr>
</tbody>
</table>

Ayes: Noes: Absent: Abstain:

SO ORDERED

__________________________
David Rabbitt, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held November 13, 2017 in Santa Rosa, California

Attest:
Suzanne Smith, Executive Director

Attachment: “A” Use of Appropriated Funds
“B” Chronological Listing of Fund Appropriation Resolutions
ATTACHMENT A
Use of Appropriated Funds

SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. 2017-027

Date: November 13, 2017

Amount of Funds: -$3,000

Deobligated from: Sonoma County Bicycle Coalition

Program Category: Bicycle/Pedestrian Program

Specific Project: Bicycle Safety and Education

Deobligated for: Bike Month Phase B (-$3,000)

Scope of Work: Support implementation of the bicycle safety and education project with the SRTS and Bike Month Phases and focus on educating the public and in particular, school children.

Other Conditions: None

Staff Comments: This is the first deobligation; for implementing Bicycle Safety and Education through the Bike Month Phase.
## ATTACHMENT B

### Chronological Listing of Fund Appropriation Resolutions

**COOPERATIVE FUNDING AGREEMENT NO. M71515-A3**

**Between the Sonoma County Transportation Authority**

**and the Sonoma County Bicycle Coalition**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
<th>Cumulative Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>M71515</td>
<td>2008-024</td>
<td>July 14, 2008</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
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<td>2009-032</td>
<td>November 9, 2009</td>
<td>$60,000</td>
<td>$120,000</td>
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<td>M71515</td>
<td>2010-043</td>
<td>November 8, 2010</td>
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<td>$180,000</td>
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<td>2011-037</td>
<td>September 12, 2011</td>
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<tr>
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<td>April 8, 2013</td>
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<tr>
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<td>2014-006</td>
<td>April 14, 2014</td>
<td>$34,000</td>
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<td>February 9, 2015</td>
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<td>2016-002</td>
<td>April 11, 2016</td>
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<td>2017-017</td>
<td>July 10, 2017</td>
<td>$315,000</td>
<td>$691,000</td>
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<tr>
<td>M71515</td>
<td>2017-027</td>
<td>November 13, 2017</td>
<td>-$3,000</td>
<td>$688,000</td>
</tr>
</tbody>
</table>

**TOTAL FUNDS APPROPRIATED** | **$688,000**
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 3.8 - Caltrans Updated Corridor System Management Plan (CSMP) – 101 Corridor Project List
Date: November 13, 2017

Issue:
Caltrans has approached SCTA staff about updating the Corridor System Management Plan (CSMP) for the 101 Corridor. In coordination with pertinent agencies (city and county jurisdictions, including transit and rail), staff has developed the attached updated list.

Background:
Caltrans is the agency tasked with long term planning of the state’s highways. As part of that responsibility, Caltrans maintains Corridor System Management Plans for specific travel corridors. Because the Marin Sonoma Narrows was identified as an example of a congested corridor in the recently passed Road Repair and Accountability Act (or SB1), Caltrans has determined that the CSMP for the 101 corridor should be updated in anticipation of an application submittal for the Congested Corridors Program in February. At the request of Caltrans, SCTA staff has been working with local jurisdictions and agencies to provide detail into projects that would contribute to reducing congestion in the Marin-Sonoma Narrows on Highway 101 in order to update the CSMP. Staff has produced a list (attached) of projects derived directly from the recently updated Comprehensive Transportation Plan (CTP) that would contribute to a multi-modal approach to congestion relief along the corridor to be included in the CSMP. The CTP was updated in 2016 in order to inform the Regional Transportation Plan development (Plan Bay Area 2040 or PBA2040).

The current CSMP can be found at:

The project list was vetted through the Technical Advisory Committee in September 2017.

Policy Impacts:
None

Fiscal Impacts:
None.

Staff Recommendation:
Staff recommends that the SCTA Board approve attached list to be sent to Caltrans.
<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between Novato (Marin County) and Petaluma (Sonoma County)</td>
<td>MRN-TBD</td>
<td>In Development / Under Study - Funding Required, Infrastructure installed.</td>
</tr>
<tr>
<td>Petaluma - Windsor</td>
<td>Corridor Landscaping</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>SMART</td>
<td>SMART Multi-Use Path Petaluma to Cloverdale</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Petaluma</td>
<td>Petaluma Rivertrail-Under Crossing SMART and Hwy 101</td>
<td>Environmental - Construction funded, Funding Required for Design and Construction</td>
</tr>
<tr>
<td>Petaluma</td>
<td>Hwy 101 Bike and Ped Overcrossing between Cauftield Lane Overcrossing and E. Washington St Interchange</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Petaluma</td>
<td>Petaluma – Sebastopol Multi Use Path</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Petaluma</td>
<td>OLD REDWOOD-HIGHWAY INTERCHANGE</td>
<td>Construction Complete</td>
</tr>
<tr>
<td>Petaluma-Hwy 116</td>
<td>Petaluma – Sebastopol Multi Use Path</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Sonoma County Between Petaluma and Cotati</td>
<td>Railroad Ave Interchange</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Rohnert Park / Petaluma</td>
<td>OLD REDWOOD-HIGHWAY IN PETALUMA TO ROHNERT PARK EXPRESSWAY</td>
<td>Construction Complete</td>
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<tr>
<td>Rohnert Park</td>
<td>ROHNERT PARK EXPRESSWAY TO WILFRED AVENUE</td>
<td>Construction Complete</td>
</tr>
<tr>
<td>Santa Rosa / Rohnert Park</td>
<td>WILFRED AVENUE TO HIGHWAY 12</td>
<td>Construction Complete</td>
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<tr>
<td>Santa Rosa</td>
<td>US Highway 101/Hearn Avenue interchange</td>
<td>In Design - Estimated Start Construction: Spring 2021, Construction funding required</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>HIGHWAY 12 TO STEELE LANE/ STEELE LANE INTERCHANGE IMPROVEMENTS</td>
<td>Construction Complete</td>
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<tr>
<td>Santa Rosa</td>
<td>Hwy 101 Bike and Ped Overcrossing near SRJC</td>
<td>Environmental - Design funded, Funding Required for Construction</td>
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<tr>
<td>Santa Rosa</td>
<td>STEELE LANE TO WINDSOR RIVER ROAD</td>
<td>Construction Complete</td>
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<tr>
<td>Santa Rosa</td>
<td>Mendocino Ave/Hopper Interchange</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Sonoma County Between Santa Rosa and Windsor</td>
<td>River Road Interchange</td>
<td>In Development / Under Study - Funding Required</td>
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<tr>
<td>SMART</td>
<td>Extend Passanger Rail Service from Airport Blvd to Windsor</td>
<td>In Development / Under Study - Funding Required</td>
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<tr>
<td>Windsor</td>
<td>Shiloh Road Interchange</td>
<td>In Development / Under Study - Funding Required</td>
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<tr>
<td>SMART</td>
<td>Extend Passanger Rail Service from Windsor to Healdsburg</td>
<td>In Development / Under Study - Funding Required</td>
</tr>
<tr>
<td>Windsor</td>
<td>Hwy 101 Bike and Ped crossing Windsor Downtown</td>
<td>In Development / Under Study - Funding Required</td>
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Staff Report

To:    Sonoma County Transportation Authority

From:  Seana L. S. Gause, Senior – Programming and Projects

Item:  3.9 - Proposed letter to Caltrans regarding the 2018 State Highway Operations and Protection Program (SHOPP) and Sonoma County priorities

Date:  November 13, 2017

Issue:
Shall the SCTA send a letter to Caltrans regarding local priorities to be considered as part of the 2018 State Highway Operations and Protection Program (SHOPP)?

Background:
Every two years Caltrans proposes funding highway related projects in the SHOPP. These projects typically focus on safety, maintenance and operations of the highway system. The SHOPP need significantly outmatches the funding available thus there is a prioritization of projects with safety being the highest priority. The primary source of funding for the SHOPP is federal and State gas tax revenues.

As Caltrans works on the 2018 SHOPP, the SCTA has been invited to submit comments to highlight local priorities related to the safety, maintenance and operations of the State system. Attached is a proposed letter identifying three main areas of interest:

1. Operational Improvements at the intersection of Routes 116 and 121 in Sonoma Valley
2. Signalization and intersection improvements at Lone Pine and Mt. Vernon southeast of Sebastopol on Route 116
3. Safety and operational improvements at the intersection of Routes 121 and 37 south of Sonoma
4. Rehabilitation, shoulder widening and intersection improvements along Route 116 between Sebastopol and Cotati

Policy Impacts:
All four of these project areas have been discussed at the SCTA as needing improvement and the Route 116/121 intersection is included in Measure M. The most recent advocacy by the SCTA in the SHOPP deliberation took place when the “Big Pave” project along U.S. 101 north of Santa Rosa was being considered – it was a high priority for the SCTA as a desperately needed improvement to replace failing concrete slabs.

Fiscal Impacts:
SHOPP projects do not impact local transportation funds. The Route 116/121 project is a Measure M project and there is potential to partner with Caltrans to fund the construction phase of the project with SHOPP funds.

Staff Recommendation:
Consider authorizing the chair to sign a letter to Caltrans regarding SCTA priorities in the 2018 SHOPP.
November 13, 2017

Bijan Sartipi, Director
Caltrans, District 4
PO Box 23660
Oakland, CA 94623

RE: 2018 State Highway Operations and Protection Program priorities from Sonoma County

Dear Mr. Sartipi:

Thank you for the opportunity to provide input on the 2018 State Highway Operations and Protection Program (SHOPP) as you develop recommendations from District 4 for Sonoma County.

The SCTA has identified four priority areas on three highway corridors in Sonoma County that would greatly benefit from investment by the SHOPP:

1. Operational Improvements at the intersection of Routes 116 and 121 in Sonoma Valley
2. Signalization and intersection improvements at Lone Pine and Mt. Vernon southeast of Sebastopol on Route 116
3. Safety and operational improvements at the intersection of Routes 121 and 37 south of Sonoma
4. Rehabilitation, shoulder widening and intersection improvements along Route 116 between Sebastopol and Cotati

SCTA staff is in receipt of the October 2017 version of the Draft SHOPP and while we have no particular concerns with the projects proposed for State Highways in Sonoma County as District 4 works to develop high priority SHOPP projects we request that you consult with SCTA staff about how these local priorities might be included and how we might partner to ensure implementation can occur in a timely fashion.

Thank you for your consideration and we look forward to continuing to work with you on these critical projects.

Sincerely,

David Rabbitt
Chair, SCTA/RCPA

Cc: SCTA/RCPA Directors
Ron Moriguchi, Betsy Joseph – Caltrans
Staff Report

To: SCTA Board of Directors

From: Suzanne Smith, Executive Director

Item: 3.10 - Resolution No. 2017-028 authorizing the purchase of prior public service for employee members of the Sonoma County Employees’ Retirement Association

Date: November 13, 2017

Issue:
Shall the Board adopt Resolution No. 2017-025 authorizing employees to purchase prior public service as part of their membership in the Sonoma County Employees’ Retirement Association (SCERA)?

Background:
Employees of the SCTA are members of SCERA for retirement benefits. SCERA notified the SCTA that per Government Code 31641.95 a resolution is required in order to enable employees to purchase prior public service. The purchase of prior service allows an employee to purchase service credit for time worked for the federal government or another California public agency not participating in SCERA if the employee won’t receive a retirement benefit from that agency and does not establish reciprocity. Sonoma County has taken the position that all employee members are allowed to make these purchases based on prior actions by the Board of Supervisors.

Policy Impacts:
This action brings into compliance past practice and aligns with the benefits provided to other members of SCERA.

Fiscal Impacts:
None.

Staff Recommendation:
Consider adoption Resolution No. 2017-028 authorizing employees to purchase prior public service as part of their membership in the Sonoma County Employee Retirement Association.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE PURCHASE OF PRIOR PUBLIC SERVICE FOR EMPLOYEE MEMBERS OF THE SONOMA COUNTY EMPLOYEES RETIREMENT ASSOCIATION.

WHEREAS, employees of the Sonoma County Transportation Authority (SCTA) are members of the Sonoma County Employees’ Retirement Association (SCERA) in accordance with the terms of the County Employees Retirement Law of 1937 (CERL); and

WHEREAS, the Board of the SCTA has determined that employee members of SCERA should be permitted to purchase additional retirement credit for public service rendered prior to employment with the SCTA to the extent such additional credit is authorized under CERL and in particular Government Code 31641.1 and 31641.2; and

WHEREAS, the provisions of Government Code 31641.1 and 31641.2 may only become applicable for SCTA employee members as of the first day of the month after the SCTA Board, by majority vote, adopts a resolution making those sections applicable.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Government Code 31641.95 the Board of the SCTA hereby makes Government Code 31641.1 and 31641.2 applicable for SCTA employee members of SCERA, providing for the purchase of prior public service retirement credit, applicable on the first day of the month following adoption of this Resolution.

THE FOREGOING RESOLUTION was moved by Director ___, seconded by Director ___, and approved by the following vote:

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<th>Director Mansell</th>
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<td>Director Mackenzie</td>
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Ayes: _____    Noes: _____    Absent: _____    Abstain: ___

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

__________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 3.11 – BayREN Contract Amendments (ACTION)*
Date: November 13, 2017

Issue:
Shall the Board authorize staff to execute the first and second amendments to the funding and implementation agreement (RCPA17004-A1 and RCPA17004-A2) between the RCPA and the Association of Bay Area Governments (ABAG) for the implementation of the Bay Area Regional Energy Network (BayREN) Pay As You Save (PAYS) program?

Shall the Board authorize staff to execute the first amendment (RCPA17005-A1) to the agreement between the RCPA and Frontier Energy, Inc. (formerly Bevilaqua-Knight, Inc.) for continued services related to PAYS implementation? Shall the Board authorize staff to execute a professional services agreement for consulting support from NHA Advisors, LLC?

Background:
The RCPA represents the communities of Sonoma County in the implementation of BayREN programs, which are administered by ABAG.

The first Amendment for the agreement with ABAG addresses several items:

- Corrects an error from the original contract budget which had Codes and Standards implementation funding incorrectly allocated as marketing and outreach;
- Adds $5,000 to the RCPA budget for Codes and Standards outreach to support local Zero Net Energy coordination; and
- Adds $15,000 to the RCPA budget for the Pay As You Save (PAYS program) to support increased services provided by Frontier Energy related to regional program scoping.

The second Amendment for the agreement with ABAG adds $10,000 to the RCPA budget for the PAYS program related to Water Bill Savings Program scoping support to be provided to the ABAG Advancing California Financing Authority (ACFA). The support will be provided by NHA Advisors under direction from the RCPA to develop preliminary financing program design documents in support of the regional Water Bill Savings Program included in the BayREN Business Plan currently under review by the California Public Utilities Commission (CPUC).

Policy Impacts:
Participation in BayREN programs supports the RCPA goal to increase energy efficiency.
Fiscal Impacts:
These actions would add $30,000 to the RCPA budget, $15,000 of which will be used to retain additional services from Frontier Energy, and $10,000 of which will be used to retain assistance from Craig Hill.

Staff Recommendation:
Staff recommends that the Board authorize staff to execute agreements RCPA17004-A1 and RCPA17004-A2 to implement BayREN PAYS and Codes and Standards programs.

Staff recommends that the Board authorize staff to execute agreement RCPA17005-A1 for assistance with PAYS implementation from Frontier Energy.

Staff recommends that the Board authorize staff to execute agreement RCPA18005 for assistance with Water Bill Savings Program implementation from NHA Advisors.
FIRST AMENDMENT TO
FUNDING AND IMPLEMENTATION AGREEMENT
- BAYREN PROGRAM IMPLEMENTATION PLAN for 2017 –
ASSOCIATION OF BAY AREA GOVERNMENTS AND REGIONAL CLIMATE PROTECTION AUTHORITY,
on behalf of SONOMA COUNTY

The funding and Implementation Agreement for the BayREN Implementation Plan for 2017 (Agreement) between the Association of Bay Area Governments (ABAG) and Regional Climate Protection Authority, on behalf of Sonoma County (Subrecipient) is hereby amended as follows:

A. The Allocated Budget in Section 5(a) of the Agreement is set at Four Hundred Twenty-Eight Thousand Seven Hundred Eighteen Dollars ($428,718), as detailed on Page 2 of this First Amendment.
B. Attachment 1C for 2017 is deleted and replaced by Attachment 1C for 2017, Revision 1, which adopts Zero Net Energy Coordination accountabilities and budget.
C. Attachment 1E for 2017 is deleted and replaced by Attachment 1E for 2017, Revision 1, which allocates additional accountabilities and budget for technical assistance and development of a regional program model.

IN WITNESS WHEREOF, Subrecipient has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

RCPA

Dated: _______________________    __________________________________
Suzanne Smith
Executive Director
Association of Bay Area Governments

Dated: ________________________   ___________________________________
Steve Heminger, MTC Executive Director, acting pursuant to the Contract for Services dated May 30, 2017

Approved as to form:

Adrienne D Weil, General Counsel
Energy Council – Calendar Year 2017

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*Page 36 of the fully executed Attachment 1C of the Amended Funding and Implementation Agreement for 2017 between ABAG and RCPA incorrectly assigned Twenty-Seven Thousand Dollars ($27,000) to Marketing & Outreach. The entire $27,000 is hereby reassigned to Implementation, as reflected in Attachment 1C, Revision 1.*
ATTACHMENT 1C for 2017, Revision 1

Sonoma County Regional Climate Protection Authority, on behalf of County of Sonoma

Scope of Work

BayREN Codes & Standards Program

Budget NTE: $34,700

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). The total budget for Sonoma County Regional Climate Protection Authority (“RCPA”), on behalf of the County of Sonoma for 2017 is $34,700. Tasks below are assigned based on local budget and capacity to deliver services.

I. Admin – Cross Link

Purpose: Represent RCPA context within BayREN

Role Accountabilities:

• Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
• Sharing progress, performance, and strategic data and information with the Coordinating Circle
• Establishing that member has been selected by its county to act on its behalf
• Ensuring that member has expertise and experience in energy-related project management and implementation
• Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
• Developing and reviewing program performance, and program and pilot recommendations
• Reviewing and authorizing program changes
II. Implementation

a. Local Stakeholder Engagement

**Purpose:** Support the Codes & Standards program at the County level

**Role Accountabilities:**
- Communicating with RCPA’s stakeholders about BayREN programs and activities
- Seeking to understand tensions conveyed by any of RCPA’s stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Coordinating with local Energy Watch/Local Government Partnership and other RCPA programs
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
- Providing email, phone and other marketing for regional forum events
- Recruiting local governments for hosting trainings from the BayREN curriculum or specialty trainings developed in the program
- Researching, supporting, and advocating for specific energy policy at the local government level
- Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best practices and highest performing activities to the Codes and Standards Committee
- Analyzing local program performance to identify gaps and recommendations to Program Lead

b. Zero Net Energy (ZNE) Coordination

**Purpose:** Increased coordination with local governments, BayREN, and any consultants working on the BayREN Codes and Standards Zero Net Energy.

**Role Accountabilities:**
- Coordinate on ZNE programs
  - Meet with BayREN consultants and local government staff as needed to share and collaborate on strategy
- Continue to support the zero net energy work in Sonoma County
- Provide increased local coordination and assistance in follow up for local governments
  - Coordinate on program strategy and communication. RCPA will help to identify and coordinate activities
- Increased communication with BayREN, consultants, and local governments
- Provide increased reporting on activities to the Codes and Standards Committee
- Increased support for zero net energy at the local government level
Budget

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ATTACHMENT 1E for 2017, Revision 1

Sonoma County Regional Climate Protection Authority (on behalf of County of Sonoma)

Scope of Work

BayREN PAYS® Program

Budget NTE: $318,946

The Sonoma County Regional Climate Protection Authority (“RCPA”) will act as the Lead Link to the Pay as you Save Program Circle. RCPA will oversee PAYS Coordination and Technical Assistance roles, and provide for PAYS Accounting. RCPA will provide local partner utility support for implementation and marketing in its capacity for PAYS Local Outreach. RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is $318,946.

I. Admin

A. Cross Link

Purpose: Representing County of Sonoma context within BayREN

Role Accountabilities:
- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of Sonoma stakeholders
- Communicating with County of Sonoma stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of Sonoma programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
• Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.

B. Lead Link

**Purpose:** Optimize PAYS program performance

**Role Accountabilities:**
- Allocating PAYS resources incorporating the input from circle members
- Assigning PAYS roles, monitoring fit for role, providing feedback to enhance fit and removing Partners from roles incorporating the input from circle members
- Assessing and defining priorities and strategies for the PAYS
- Defining and assigning metrics for the program incorporating the input from circle members
- Informing BayREN member(s) of relevant activities within county
- Providing oversight for PAYS Coordination & day-to-day implementation
- Managing consultants
- Providing for PAYS Accounting & proper handling of ratepayer funds
- Monitoring and forecasting budget, expenditures, and receivables
- Adhering to regulatory requirements and guidelines
- Processing sub-consultant and partner utility invoices
- Submitting monthly invoices and reporting

C. PAYS Coordination

**Purpose:** Day-to-day program implementation

**Role Accountabilities:**
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Reporting on program progress and supporting Program Administrator in responding to data requests

II. Implementation

A. PAYS Lead Link

**Purpose:** Optimize PAYS program performance

**Role Accountabilities:**
- Overseeing PAYS planning and meetings; monthly meetings anticipated:
  - One PAYS Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  - Two Administrative meetings per month with Rep Link and BayREN Administrator
  - Four Management meetings with Lead Link and PAYS Coordinator
B. PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Facilitating PAYS planning and meetings; monthly meetings anticipated:
  - One PAYS Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  - Two Administrative meetings per month with Rep Link and BayREN Administrator
  - Four Management meetings with Lead Link and PAYS Coordinator
  - Two PAYS design meetings with Coordinator and Technical Assistance team
  - Two partner utility meetings with each partner
  - One Coordinating Circle
- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

C. PAYS Technical Assistance

Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

Role Accountabilities:
- Advising and assisting participating utilities in developing PAYS program concepts
- Continued leadership in the development of a PAYS regional program model
- Continued coordination with ABAG’s potential Advancing California Finance Authority (ACFA) JPA
- Ensuring that program design meets projected energy savings targets
- Determining target customer and building sector(s), and targeted measures
- Developing and refining program software tools
- Developing and refining operational procedures for start-up, measure delivery, QA/QC, financial operations, etc.
- Updating previously developed contracts and forms
- Assisting partner utilities through procurement of capital, contractors, vendors, and other PAYS services as needed
• Develop and implement training curriculum for utilities, contractors, vendors, etc.
• Support EM&V efforts for BayREN reporting

D. PAYS Local Outreach

**Purpose:** Support the PAYS program at the county level.

**Role Accountabilities:**
• Participating in PAYS planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one PAYS Program Circle
• Serving as a local contact for PAYS utilities in the County for questions about BayREN
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead

III. Marketing & Outreach

A. PAYS Coordination

**Purpose:** Day-to-day program implementation

**Role Accountabilities:**
• Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants

B. PAYS Technical Assistance

**Purpose:** Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

**Role Accountabilities:**
• Support partner utility customer marketing campaign
• Conducting onsite surveys of potential projects and quality assurance on completed projects

C. PAYS Local Outreach

**Purpose:** Support the PAYS program at the county level.

**Role Accountabilities:**
• Recruiting PAYS partner utilities
• Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
• Supporting PAYS partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
### Budget

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FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES – RCPA17005-A1
- BAYREN PROGRAM IMPLEMENTATION PLAN 2017 -
REGIONAL CLIMATE PROTECTION AUTHORITY (RCPA) AND FRONTIER ENERGY

The agreement for consultant services (Agreement) for the purposes of designing and implementing services to be implemented under the Bay Area Regional Energy Network (BayREN) Pay As You Save (PAYS®) program between the Regional Climate Protection Authority (RCPA) and Frontier Energy (Consultant) is hereby amended as follows:

A. The Budget of the Agreement in Attachment I for PAYS services to be delivered in 2017 is increased by $15,000 and the Total Budget of the Agreement is $252,236 per the budget breakdown in the revised attachment below.

IN WITNESS, WHEREOF, Consultant has duly executed this Agreement, or caused it to be duly executed, and RCPA has duly executed this Agreement, or caused it to be duly executed.

Dated: ________________________   __________________________________
Suzanne Smith, Executive Director – RCPA

Dated: ________________________   __________________________________
Larry Brand, President - Frontier Energy

Approved as to form:

__________
Cory O’Donnell, Legal Counsel
ATTACHMENT I

Sonoma County Regional Climate Protection Authority
BayREN Financing Subprogram: PAYS®
Implementation for 2017
Frontier Energy Scope of Work
Budget NTE: $252,236

Frontier Energy will provide services in delivering PAYS Coordination and Technical Assistance roles. RCPA will provide oversight to Frontier Energy in its capacity as PAYS Lead Link. The total budget assigned to Frontier Energy is $252,236.

I. Implementation

A. PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Facilitating PAYS planning and meetings; monthly meetings anticipated:
  - One PAYS Committee meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  - Two Administrative meetings per month with Rep Link and BayREN Administrator
  - Four Management meetings with Lead Link and PAYS Coordinator
  - Two PAYS design meetings with Coordinator and Technical Assistance team
  - Two partner utility meetings with each partner
- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Reporting on program progress and supporting Program Administrator in responding to data requests
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

B. PAYS Technical Assistance

Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

Role Accountabilities:
- Advising and assisting participating utilities in developing PAYS program concepts
Ensuring that program design meets projected energy and/or water savings targets consistent with guidance from BayREN and CPUC
- Determining target customer and building sector(s), and targeted measures
- Developing and refining program software tools
- Developing and refining operational procedures for start-up, contractor services and measure delivery, QA/QC, financial operations, etc.
- Updating previously developed contracts and forms
- Assisting partner utilities through procurement of capital, contractors, vendors, and other PAYS services as needed
- Developing and implementing training curriculum for utilities, contractors, vendors, etc.
- Supporting development of regional program models and support mechanisms
- Supporting EM&V efforts for BayREN reporting and project assessment

II. Marketing & Outreach

A. PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants

B. PAYS Technical Assistance

Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

Role Accountabilities:
- Support partner utility customer marketing campaign with activities that may include:
  - Marketing collateral templates for program utilities and qualified contractors
  - Web content
- Conducting onsite surveys of potential projects and quality assurance on completed projects

2017 Budget

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SECOND AMENDMENT TO
FUNDING AND IMPLEMENTATION AGREEMENT
- BAYREN PROGRAM IMPLEMENTATION PLAN for 2017 –
ASSOCIATION OF BAY AREA GOVERNMENTS AND REGIONAL CLIMATE PROTECTION AUTHORITY,
on behalf of SONOMA COUNTY

The funding and Implementation Agreement for the BayREN Implementation Plan for 2017 (Agreement) between the Association of Bay Area Governments (ABAG) and Regional Climate Protection Authority, on behalf of Sonoma County (Subrecipient) is hereby amended as follows:

A. The Allocated Budget in Section 5(a) of the Agreement is set at Four Hundred Twenty-Eight Thousand Seven Hundred Eighteen Dollars ($438,718), as detailed on Page 2 of this Second Amendment.
B. Attachment 1E for 2017 is deleted and replaced by Attachment 1E for 2017, Revision 2, which allocates additional accountabilities and budget for technical assistance and development of a regional program model.

IN WITNESS WHEREOF, Subrecipient has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

RCPA

Dated: ______________________

Suzanne Smith
Executive Director

Association of Bay Area Governments

Dated: ______________________

Steve Heminger, Metropolitan Transportation Commission Executive Director, acting pursuant to the Contract for Services dated May 30, 2017

Approved as to form:

Adrienne D Weil
Metropolitan Transportation Commission
General Counsel
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ATTACHMENT 1E for 2017, Revision 2
Sonoma County Regional Climate Protection Authority (on behalf of County of Sonoma)

Scope of Work
BayREN PAYS® Program
Budget NTE: $328,946

The Sonoma County Regional Climate Protection Authority (“RCPA”) will act as the Lead Link to the Pay as you Save Program Circle. RCPA will oversee PAYS Coordination and Technical Assistance roles, and provide for PAYS Accounting. RCPA will provide local partner utility support for implementation and marketing in its capacity for PAYS Local Outreach. RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is $328,946.

I. Admin
   A. Cross Link

Purpose: Representing County of Sonoma context within BayREN

Role Accountabilities:
- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of Sonoma stakeholders
- Communicating with County of Sonoma stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of Sonoma programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
• Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.

B. Lead Link

Purpose: Optimize PAYS program performance

Role Accountabilities:
• Allocating PAYS resources incorporating the input from circle members
• Assigning PAYS roles, monitoring fit for role, providing feedback to enhance fit and removing Partners from roles incorporating the input from circle members
• Assessing and defining priorities and strategies for the PAYS
• Defining and assigning metrics for the program incorporating the input from circle members
• Informing BayREN member(s) of relevant activities within county
• Providing oversight for PAYS Coordination & day-to-day implementation
• Managing consultants
• Providing for PAYS Accounting & proper handling of ratepayer funds
• Monitoring and forecasting budget, expenditures, and receivables
• Adhering to regulatory requirements and guidelines
• Processing sub-consultant and partner utility invoices
• Submitting monthly invoices and reporting

C. PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
• Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants
• Reporting on program progress and supporting Program Administrator in responding to data requests

II. Implementation

A. PAYS Lead Link

Purpose: Optimize PAYS program performance

Role Accountabilities:
• Overseeing PAYS planning and meetings; monthly meetings anticipated:
  o One PAYS Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  o Two Administrative meetings per month with Rep Link and BayREN Administrator
  o Four Management meetings with Lead Link and PAYS Coordinator
o Two PAYS design meetings with Coordinator and Technical Assistance team
  o One Coordinating Circle
• Providing oversight for PAYS Coordination & day-to-day implementation
• Soliciting professional counsel to support PAYS program in resolution of legal, contractual, financial and policy issues

B. PAYS Coordination

**Purpose:** Day-to-day program implementation

**Role Accountabilities:**
- Facilitating PAYS planning and meetings; monthly meetings anticipated:
  o One PAYS Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  o Two Administrative meetings per month with Rep Link and BayREN Administrator
  o Four Management meetings with Lead Link and PAYS Coordinator
  o Two PAYS design meetings with Coordinator and Technical Assistance team
  o Two partner utility meetings with each partner
  o One Coordinating Circle
- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

C. PAYS Technical Assistance

**Purpose:** Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

**Role Accountabilities:**
- Advising and assisting participating utilities in developing PAYS program concepts
- Continued leadership in the development of a PAYS regional program model
- Continued coordination with ABAG’s potential Advancing California Finance Authority (ACFA) JPA
- Ensuring that program design meets projected energy savings targets
- Determining target customer and building sector(s), and targeted measures
- Developing and refining program software tools
- Developing and refining operational procedures for start-up, measure delivery, QA/QC, financial operations, etc.
- Updating previously developed contracts and forms
- Assisting partner utilities through procurement of capital, contractors, vendors, and other PAYS services as needed
• Develop and implement training curriculum for utilities, contractors, vendors, etc.
• Support EM&V efforts for BayREN reporting

D. PAYS Local Outreach

**Purpose:** Support the PAYS program at the county level.

**Role Accountabilities:**
- Participating in PAYS planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one PAYS Program Circle
- Serving as a local contact for PAYS utilities in the County for questions about BayREN
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead

III. Marketing & Outreach

A. PAYS Coordination

**Purpose:** Day-to-day program implementation

**Role Accountabilities:**
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants

B. PAYS Technical Assistance

**Purpose:** Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

**Role Accountabilities:**
- Support partner utility customer marketing campaign
- Conducting onsite surveys of potential projects and quality assurance on completed projects

C. PAYS Local Outreach

**Purpose:** Support the PAYS program at the county level.

**Role Accountabilities:**
- Recruiting PAYS partner utilities
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Supporting PAYS partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
Budget

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<th>Budget</th>
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<tr>
<td>Administration</td>
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<td>Marketing &amp; Outreach</td>
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<td><strong>Total</strong></td>
<td><strong>$328,946.00</strong></td>
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AGREEMENT FOR CONSULTING SERVICES WITH NHA ADVISORS, LLC FOR THE DEVELOPMENT OF THE BAY AREA REGIONAL ENERGY NETWORK WATER BILL SAVINGS PROGRAM

This agreement ("Agreement") is by and between the Sonoma County Regional Climate Protection Authority (hereinafter "RCPA"), and NHA Advisors, LLC, an independent registered municipal advisor (hereinafter "Consultant") for the purpose of providing skilled and knowledgeable professional consulting services to develop recommendations to the Bay Area Regional Energy Network for the design of the Water Bill Savings Program. The Effective Date of this Agreement is October 1, 2017 ("Effective Date").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant with comprehensive knowledge of public finance and familiar with the Bay Area Regional Energy Network (BayREN); and

WHEREAS, Consultant has been working to support the Association of Bay Area Governments (ABAG) during the creation of the Advancing California Finance Authority (ACFA) which is proposed as the source of capital for the BayREN Water Bill Savings Program; and

WHEREAS, RCPA finds that it is necessary and desirable to employ the services of Consultant for scoping the capitalization of the Water Bill Savings Program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:
   a. Exhibit A: Scope of Work
   b. Exhibit B: Insurance Requirements

3. SCOPE OF SERVICES

3.1. Consultant’s Specified Services. Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 ( Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
3.2. **Cooperation With RCPA.** Consultant shall cooperate with RCPA and RCPA staff in the performance of all work hereunder. Consultant shall coordinate the work with RCPA’s Project Manager. Contact information and mailing addresses:

<table>
<thead>
<tr>
<th>RCPA</th>
<th>Consultant</th>
</tr>
</thead>
</table>
| Project Manager: Lauren Casey  
490 Mendocino Ave, Ste 206  
Santa Rosa, CA 95401  
Phone: 707-565-6420  
Email: brant.arthur@rcpa.ca.gov | Contact: Craig Hill  
4040 Civic Center Drive, Suite 200  
San Rafael, CA 94903  
Phone: 415-785-2025 x2001  
Email: Craig@NHAadvisors.com |
| **Remit invoices to:**  
Susan Underwood  
Same address as above  
Email: susan.underwood@rcpa.ca.gov | **Remit payments to:**  
Same as above |

3.3. **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. RCPA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by RCPA shall not operate as a waiver or release. If RCPA determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, RCPA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with RCPA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6; or (d) pursue any and all other remedies at law or in equity.

3.4. **Assigned Personnel.**

3.4.1. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time RCPA, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from RCPA.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by RCPA to be key personnel whose services were a material inducement to RCPA to enter into this Agreement, and without whose services RCPA would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or
otherwise change any key personnel without the prior written consent of RCPA. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

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<td>Craig Hill</td>
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3.4.3. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

4.1. **Total Costs.** Total costs under this Agreement shall not exceed $10,000.

4.2. **Method of Payment.** For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

4.2.1. Consultant shall be paid on a per hour basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed the total costs of the Agreement.

4.2.2. Consultant shall submit its bills in arrears on a monthly basis in a form approved by the RCPA’s Project Manager. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the job classification and hourly rate of the persons performing the task(s).

4.2.3. There shall be no payment for expenses incurred in performing services.

4.2.4. Unless otherwise noted in this Agreement, payments shall be made within the normal course of RCPA business after presentation of an invoice in a form approved by the RCPA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the RCPA.

5. **TERM OF AGREEMENT**

5.1. **Term.** The term of this Agreement shall be from October 1, 2017 to December 31, 2017 unless amended or terminated earlier in accordance with the provisions of Article 6 below.
6. **TERMINATION**

6.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, RCPA shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

6.2. **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, RCPA may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

6.3. **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to RCPA all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to RCPA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.4. **Payment Upon Termination.** Upon termination of this Agreement by RCPA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if RCPA terminates the Agreement for cause pursuant to Section 6.2, RCPA shall deduct from such amount the amount of damage, if any, sustained by RCPA by virtue of the breach of the Agreement by Consultant.

6.5. **Authority to Terminate.** The Executive Director has the authority to terminate this Agreement on behalf of the RCPA.

7. **INDEMNIFICATION**

7.1. **Indemnification.** Consultant agrees to accept all responsibility for loss or damage to any person or entity, including RCPA, and to indemnify, hold harmless, and release the RCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’,
subcontractors', or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against RCPA based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent or contributory negligence on RCPA’s part, but to the extent required by law, excluding liability due to RCPA’s conduct. RCPA shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. **INSURANCE**

8.1. **Insurance.** With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

9. **PROSECUTION OF WORK**

9.1. **Prosecution of Work.** The execution of this Agreement shall constitute Consultant’s authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. **EXTRA OR CHANGED WORK**

10.1. **Extra or Changed Work.** Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Executive Director may be executed by the Executive Director in a form approved by RCPA Counsel. The parties expressly recognize that RCPA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum
meruit for any and all extra work performed without such express and prior written authorization of the RCPA.

11. REPRESENTATIONS OF CONSULTANT

11.1. Standard of Care. RCPA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by RCPA shall not operate as a waiver or release.

11.2. Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of RCPA and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to Article 6, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3. No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, Consultant has the obligation to inform the RCPA.

11.4. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold RCPA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant’s failure to pay, when due, all such taxes and obligations. In case RCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish RCPA with proof of payment of taxes on these earnings.

11.5. Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to RCPA for inspection at any reasonable time. Consultant shall
maintain such records for a period of four (4) years following completion of work hereunder.

11.6. **Conflict of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by RCPA, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with RCPA disclosing Consultant's or such other person's financial interests.

11.7. **Nondiscrimination.** Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the RCPA’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.8. **Assignment of Rights.** Consultant assigns to RCPA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to RCPA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as RCPA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of RCPA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of RCPA.

11.9. **Ownership of Work Product.** All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of RCPA. Consultant shall deliver such materials to RCPA upon request in their final form and format. Such materials shall be and will remain the property of RCPA without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant’s subcontractors, consultants, and other agents shall remain the property of those persons or entities.
11.10. **Authority.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

12. **DEMAND FOR ASSURANCE**

12.1. **Demand for Assurance.** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits RCPA's right to terminate this Agreement pursuant to Article 6.

13. **ASSIGNMENT AND DELEGATION**

13.1. **Consent:** Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13.2. **Subcontracts:** Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

14. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS**

14.1. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

14.2. **Receipt:** When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile
or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. MISCELLANEOUS PROVISIONS

15.1. **No Waiver of Breach.** The waiver by RCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and RCPA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and RCPA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
15.7. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9. **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

**NHA Advisors, LLC**

By: _____________________________
Craig Hill, Managing Principal
Date: __________________________

**Sonoma County Regional Climate Protection Authority**

By: _____________________________
Suzanne Smith, Executive Director
Date: __________________________

APPROVED AS TO FORM FOR RCPA:

By: _____________________________
Cory O’Donnell, RCPA Counsel
Date: __________________________
Exhibit A – Scope of Work

1. **Tasks** – NHA Advisors will, under direction of the RCPA, support the following activities on an as needed basis:
   
a. Work with RCPA and ABAG staff to identify and answer questions relevant to the creation of the Water Bill Savings Program.
b. Develop and/or review capitalization and implementation proposals for the Water Bill Savings Program.
c. Participate in meetings or calls at the request of the RCPA.
d. Develop technical memos summarizing issues, when requested.
e. Provide monthly invoices and status reports, letter format acceptable.
f. Deliver on other tasks as requested in writing by the RCPA.
Exhibit B – Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

RCPA reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Consultant has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, RCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by RCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon RCPA’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the RCPA.
   d. Sonoma County Regional Climate Protection Authority, its offers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-
contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of “insured contract” shall include assumptions of liability arising
out of both ongoing operations and the products-completed operations hazard (broad
form contractual liability coverage including the “f” definition of insured contract in ISO
form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between the additional insureds and
Consultant and include a “separation of insureds” or “severability” clause which treats
each insured separately.
h. Required Evidence of Insurance:
i. Copy of the additional insured endorsement or policy language granting additional
insured status; and
ii. Certificate of Insurance.

3. Automobile Liability Insurance
a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may
be provided by a combination of Automobile Liability Insurance and Commercial
Excess or Commercial Umbrella Liability Insurance.
b. Insurance shall cover all owned autos. If Consultant currently owns no autos,
Consultant agrees to obtain such insurance should any autos be acquired during the
term of this Agreement or any extensions of the term.
c. Insurance shall cover hired and non-owned autos.
d. Required Evidence of Insurance: Copy of Auto Policy Declarations Page; or Certificate of
Insurance.

4. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M.
Best's rating of at least A:VII.

5. Documentation
a. The Certificate of Insurance must include a reference to Agreement: RCPA18005.
b. All required Evidence of Insurance shall be submitted prior to the execution of this
Agreement. Consultant agrees to maintain current Evidence of Insurance on file with
RCPA for the entire term of this Agreement and any additional periods if specified in
Sections 1, 2 or 3 above.
c. The name and address for Additional Insured endorsements and Certificates of
Insurance is: Sonoma County Regional Climate Protection Authority, its officers, agents,
and employees, 490 Mendocino Ave, Ste 206, Santa Rosa, CA 95401.
d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a
policy that already exists, at least ten (10) days before expiration or other termination
of the existing policy.
e. Consultant shall provide immediate written notice if: (1) any of the required insurance
policies is terminated; (2) the limits of any of the required policies are reduced; or (3)
the deductible or self-insured retention is increased.
f. Upon written request, certified copies of required insurance policies must be provided
6. **Policy Obligations**
Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. **Material Breach**
If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. RCPA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, RCPA may purchase the required insurance, and without further notice to Consultant, RCPA may deduct from sums due to Consultant any premium costs advanced by RCPA for such insurance. These remedies shall be in addition to any other remedies available to RCPA.
Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 3.12 – EV Plan Implementation Agreement with the Center for Climate Protection
Date: November 13, 2017

Issue:
Shall the Board authorize staff to execute Agreement number RCPA18004 with the Center for Climate Protection (CCP) for assistance with the creation of a local electric vehicle (EV) knowledge base?

Background:
The RCPA was awarded a $300,000 EV Readiness Plan implementation grant by the California Energy Commission for a project called Sonoma County Drive EverGreen: Regional Readiness Plan Implementation. The scope will allow for on-going work to promote and be ready for EVs, including online resources, a help desk, local government planning and permitting support, and a detailed index of priority charging station locations (using Shift Sonoma County and local community knowledge).

RCPA staff have been coordinating with CCP’s Electric Vehicle Action Group during the development of the Shift Sonoma County Plan, and worked with their EV program manager to develop the proposal for local knowledge base and help desk aspects of the CEC proposal. Their project manager is duly qualified with comprehensive plug-in electric vehicle knowledge and is familiar with project stakeholders and the public.

Policy Impacts:
None.

Fiscal Impacts:
The budget for this Agreement is $25,000, which will be reimbursed by a $300,000 EV Readiness Plan implementation grant by the California Energy Commission, and is included in the Final Budget for FY17/18.

Background:
Staff recommends that the Board authorize staff to execute agreement RCPA18004 subject to final review and approval by legal counsel.
AGREEMENT FOR CONSULTING SERVICES WITH THE CENTER FOR CLIMATE PROTECTION
FOR IMPLEMENTATION OF THE CALIFORNIA ENERGY COMMISSION DRIVE EVERGREEN
PROJECT

This agreement ("Agreement") is by and between the Sonoma County Regional
Climate Protection Authority (hereinafter "RCPA"), and the Center for Climate Protection,
a non-profit organization (hereinafter "Consultant") for the purpose of providing skilled and
knowledgeable professional consulting services to develop a community electric vehicle
knowledge base. The Effective Date of this Agreement is September 11, 2017 ("Effective
Date").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant with
comprehensive plug-in electric vehicle knowledge and familiar with project stakeholders and
the public; and

WHEREAS, in the judgment of the RCPA, it is necessary and desirable to employ the
services of Consultant for building a knowledge base to support an electric vehicle
ombudsman and to make this knowledge base accessible online.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual
covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:
   a. Exhibit A: Scope of Work
   b. Exhibit B: Insurance Requirements

3. SCOPE OF SERVICES

3.1. Consultant’s Specified Services. Consultant shall perform the services described
in Exhibit A (Scope of Work), within the times or by the dates provided for in
Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a
conflict between the body of this Agreement and Exhibit A, the provisions in the
body of this Agreement shall control.
3.2. **Cooperation With RCPA.** Consultant shall cooperate with RCPA and RCPA staff in the performance of all work hereunder. Consultant shall coordinate the work with RCPA’s Project Manager. Contact information and mailing addresses:

<table>
<thead>
<tr>
<th>RCPA</th>
<th>Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RCPA</strong></td>
<td><strong>Consultant</strong></td>
</tr>
</tbody>
</table>
| Project Manager: Brant Arthur  
490 Mendocino Ave, Ste 206  
Santa Rosa, CA 95401  
Phone: 707-565-6420  
Email: brant.arthur@rcpa.ca.gov | Contact: Doron Amiran  
P.O. Box 3785  
Santa Rosa, CA 95402  
Phone: 707-525-1665  
Email: doron@climateprotection.org |
| **Remit invoices to:**  
Susan Underwood  
Same address as above  
Email: susan.underwood@rcpa.ca.gov | **Remit payments to:**  
Barry Vesser  
Same address as above  
Email: bvesser@climateprotection.org |

3.3. **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. RCPA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by RCPA shall not operate as a waiver or release. If RCPA determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, RCPA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with RCPA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6; or (d) pursue any and all other remedies at law or in equity.

3.4. **Assigned Personnel.**

3.4.1. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time RCPA, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from RCPA.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by RCPA to be key personnel whose services were a material inducement to RCPA to enter into this Agreement, and without whose services RCPA would not have entered into this
Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of RCPA. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Classification / Title</th>
<th>Maximum Labor Rate ($ per hour)</th>
<th># of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doron Amiran</td>
<td>Electric Vehicle Program Manager</td>
<td>$52</td>
<td>480</td>
</tr>
</tbody>
</table>

3.4.3. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. Total Costs. Total costs under this Agreement shall not exceed $25,000.

4.2. Method of Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

4.2.1. Consultant shall be paid on a per hour basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed the total costs of the Agreement.

4.2.2. Consultant shall submit its bills in arrears on a monthly basis in a form approved by the RCPA’s Project Manager. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the job classification and hourly rate of the persons performing the task(s).

4.2.3. There shall be no payment for expenses incurred in performing services.

4.2.4. Unless otherwise noted in this Agreement, payments shall be made within the normal course of RCPA business after presentation of an invoice in a form approved by the RCPA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the RCPA.

5. TERM OF AGREEMENT

5.1. Term. The term of this Agreement shall be from September 11, 2017 to March 1, 2020 unless terminated earlier in accordance with the provisions of Article 6 below.
6. **TERMINATION**

6.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, RCPA shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

6.2. **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, RCPA may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

6.3. **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to RCPA all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to RCPA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.4. **Payment Upon Termination.** Upon termination of this Agreement by RCPA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if RCPA terminates the Agreement for cause pursuant to Section 6.2, RCPA shall deduct from such amount the amount of damage, if any, sustained by RCPA by virtue of the breach of the Agreement by Consultant.

6.5. **Authority to Terminate.** The Executive Director has the authority to terminate this Agreement on behalf of the RCPA.

7. **INDEMNIFICATION**

7.1. **Indemnification.** Consultant agrees to accept all responsibility for loss or damage to any person or entity, including RCPA, and to indemnify, hold harmless, and release the RCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’,
subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against RCPA based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent or contributory negligence on RCPA’s part, but to the extent required by law, excluding liability due to RCPA’s conduct. RCPA shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

8. **INSURANCE**

8.1. **Insurance.** With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

9. **PROSECUTION OF WORK**

9.1. **Prosecution of Work.** The execution of this Agreement shall constitute Consultant’s authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. **EXTRA OR CHANGED WORK**

10.1. **Extra or Changed Work.** Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Executive Director may be executed by the Executive Director in a form approved by RCPA Counsel. The parties expressly recognize that RCPA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum
meruit for any and all extra work performed without such express and prior written authorization of the RCPA.

11. REPRESENTATIONS OF CONSULTANT

11.1. **Standard of Care.** RCPA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by RCPA shall not operate as a waiver or release.

11.2. **Status of Consultant.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of RCPA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to Article 6, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3. **No Suspension or Debarment.** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the RCPA.

11.4. **Taxes.** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold RCPA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case RCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish RCPA with proof of payment of taxes on these earnings.

11.5. **Records Maintenance.** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to RCPA for inspection at any reasonable time. Consultant shall
maintain such records for a period of four (4) years following completion of work hereunder.

11.6. **Conflict of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by RCPA, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with RCPA disclosing Consultant's or such other person's financial interests.

11.7. **Nondiscrimination.** Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the RCPA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.8. **Assignment of Rights.** Consultant assigns to RCPA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to RCPA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as RCPA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of RCPA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of RCPA.

11.9. **Ownership of Work Product.** All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of RCPA. Consultant shall deliver such materials to RCPA upon request in their final form and format. Such materials shall be and will remain the property of RCPA without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
11.10. **Authority.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

12. **DEMAND FOR ASSURANCE**

12.1. **Demand for Assurance.** Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this Article limits RCPA’s right to terminate this Agreement pursuant to Article 6.

13. **ASSIGNMENT AND DELEGATION**

13.1. **Consent:** Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13.2. **Subcontracts:** Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

14. **METHOD AND PLACE OF GIVING NOTICE, submiting bills and making payments**

14.1. **Method and Place of Giving Notice, Submiting Bills and Making Payments:** All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

14.2. **Receipt:** When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile
or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. MISCELLANEOUS PROVISIONS

15.1. No Waiver of Breach. The waiver by RCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and RCPA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and RCPA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
15.7. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9. **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

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**Center for Climate Protection**

By: ______________________
Ann Hancock, Executive Director

Date: ______________________

**Sonoma County Regional Climate Protection Authority**

Certificates of insurance are on file with and approved as to substance.

By: ______________________
Suzanne Smith, Executive Director

Date: ______________________

APPROVED AS TO FORM FOR RCPA:

By: ______________________
Cory O’Donnell, RCPA Counsel

Date: ______________________
Exhibit A – Scope of Work

1. **Tasks** – The Center for Climate Protection will participate in a kick-off meeting to develop a specific work plan with associated deliverables to deliver on the following goals:
   a. Support the RCPA in creating a knowledge base with comprehensive information on meeting PEV needs in Sonoma County.
   b. Supply content and help test a new website to host the PEV Knowledge Base.
   c. Assisting in developing methods to track countywide progress in accelerating PEV adoption.
   d. Support the launch of a PEV Knowledge Base for Sonoma County.
   e. Support the launch of a Public-facing PEV website.
   f. Contribute to monthly progress reports in compliance with grant requirements.
Exhibit B – Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

RCPA reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Consultant has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, RCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by RCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon RCPA’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the RCPA.
   d. Sonoma County Regional Climate Protection Authority, its offers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-
contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of “insured contract” shall include assumptions of liability arising 
out of both ongoing operations and the products-completed operations hazard (broad 
form contractual liability coverage including the “f” definition of insured contract in ISO 
form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between the additional insureds and 
Consultant and include a “separation of insureds” or “severability” clause which treats 
each insured separately.
h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional 
      insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may 
      be provided by a combination of Automobile Liability Insurance and Commercial 
      Excess or Commercial Umbrella Liability Insurance.
   b. Insurance shall cover all owned autos. If Consultant currently owns no autos, 
      Consultant agrees to obtain such insurance should any autos be acquired during the 
      term of this Agreement or any extensions of the term.
   c. Insurance shall cover hired and non-owned autos.
   d. Required Evidence of Insurance: Copy of Auto Policy Declarations Page; or Certificate of 
      Insurance.

4. Standards for Insurance Companies
   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. 
   Best's rating of at least A:VII.

5. Documentation
   a. The Certificate of Insurance must include a reference to Agreement: RCPA18004.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this 
      Agreement. Consultant agrees to maintain current Evidence of Insurance on file with 
      RCPA for the entire term of this Agreement and any additional periods if specified in 
      Sections 1, 2 or 3 above.
   c. The name and address for Additional Insured endorsements and Certificates of 
      Insurance is: Sonoma County Regional Climate Protection Authority, its officers, agents, 
      and employees, 490 Mendocino Ave, Ste 206, Santa Rosa, CA 95401.
   d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a 
      policy that already exists, at least ten (10) days before expiration or other termination 
      of the existing policy.
   e. Consultant shall provide immediate written notice if: (1) any of the required insurance 
      policies is terminated; (2) the limits of any of the required policies are reduced; or (3) 
      the deductible or self-insured retention is increased.
   f. Upon written request, certified copies of required insurance policies must be provided
within thirty (30) days.

6. **Policy Obligations**
   Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. **Material Breach**
   If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. RCPA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, RCPA may purchase the required insurance, and without further notice to Consultant, RCPA may deduct from sums due to Consultant any premium costs advanced by RCPA for such insurance. These remedies shall be in addition to any other remedies available to RCPA.
Staff Report

To: RCPA Board of Directors

From: Lauren Casey, Director of Climate Programs

Item: 4.1.1 - CA2020 – action to decertify the Environmental Impact Report for the Climate Action 2020 and Beyond Plan

Date: November 13, 2017

Issue:
Shall the Board adopt Resolution No. 2017-002 to decertify the Environmental Impact Report associated with the Climate Action 2020 and Beyond Plan?

Background:
The RCPA developed the Climate Action 2020 and Beyond Plan (CA2020) over the course of several years as a tool to identify local measures to reduce greenhouse gas emissions (GHGs). The Plan was assessed for potential adverse environmental impacts of implementing these measures via a programmatic Environmental Impact Report (EIR). The CA2020 Plan was adopted by the RCPA Board in July, and the associated EIR was certified via RCPA Resolution Number 2016-002.

California River Watch filed a complaint against the RCPA’s adoption of the plan on the grounds of the adequacy of the EIR on several fronts: greenhouse gas (GHG) inventory methodology, measure certainty, range of alternatives, and adequacy of reply comments during the EIR process. Unfortunately, the Judgement issued by the trial court agreed with the petitioner on multiple counts, and requires that the RCPA Board rescind the resolution certifying the EIR for CA2020. The RCPA Board faced the option whether to appeal or agree to a stipulation of terms with California River Watch in response to the judgement. The financial risks and delays caused by an appeal were deemed to be too great relative to the benefit of preserving the EIR.

The Board authorized counsel and the Executive Director to enter into a settlement with California River Watch in which RCPA pays $226,912, comprised of $225,000 in attorney fees and $1,912 in costs, in two installment payments over two years. As further requirements of the settlement, RCPA would agree not to appeal, and California River Watch would reaffirm in signed correspondence on letterhead its commitment not to challenge the measures in the plan.

Policy Impacts:
This action will prevent the use of the Programmatic EIR in subsequent CEQA analysis for the purposes of the implementation of the CA2020 measures or for the analysis of GHG emissions. It will render the CA2020 Plan useful as an advisory document only, and will not prevent the implementation of the measures.

Fiscal Impacts:
None.

Staff Recommendation:
That the Board adopt Resolution No 2017-002 to decertify the EIR associated with CA2020.
A RESOLUTION OF THE REGIONAL CLIMATE PROTECTION AUTHORITY TO
DECERTIFY ITS CERTIFICATION OF THE CLIMATE ACTION 2020 AND BEYOND
PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT.

WHEREAS, the Sonoma County Regional Climate Protection Authority (RCPA) developed a community
wide plan to reduce greenhouse gas emissions (GHGs) called Climate Action 2020 and Beyond; and

WHEREAS, the RCPA prepared a programmatic Environmental Impact Report (EIR) to evaluate the
potential adverse environmental impacts of implementing measures to reduce GHGs; and

WHEREAS, the RCPA Board adopted Resolution Number 2016-002 certifying a Final EIR, making
required findings under the California Environmental Quality Act (CEQA) for adoption, and adopting
the Climate Action 2020 and Beyond: Regional Program for Sonoma County Communities; and

WHEREAS, California River Watch filed a CEQA complaint against the RCPA challenging the adequacy
of the EIR; and

WHEREAS, RCPA’s attempts to defend certification in the trial court were unsuccessful and the
judgement against the RCPA requires that the RCPA rescind the resolution certifying the EIR for
CA2020.

NOW, THEREFORE, BE IT RESOLVED, that the RCPA rescinds Resolution No 2016-002.

THE FOREGOING RESOLUTION was moved by Director __________, seconded by Director
__________, and adopted by the following vote:

Director Agrimonti       Director Mansell
Director Coursey         Director Miller
Director Gurney          Director Rabbitt
Director Gorin           Director Russell
Director Landman         Director Salmon
Director Mackenzie       Director Zane

Ayes: _____   Noes: _____   Absent: _____   Abstain: _____

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the
Board of Directors of the Sonoma County Regional Climate Protection Authority held on November 13,
2017.

__________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Regional Climate Protection Authority
Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 4.1.2 – Next steps for RCPA climate action (ACTION)*
Date: November 13, 2017

Issue:
Shall the Board adopt a Resolution to adopt updated greenhouse gas (GHG) targets, and goals for reducing GHGs and preparing for climate impacts? Shall the Board promote a model resolution to RCPA members as an option to create consistent countywide policy impetus behind coordinated climate action?

Background:
The RCPA developed the Climate Action 2020 and Beyond Plan (CA2020) over the course of several years, with input from all local city councils, the Board of Supervisors, local government staff, expert consultants, community sustainability leaders, and hundreds of members of the public. It put forth a comprehensive framework for coordinated action on climate change including updated, long-term greenhouse gas reduction targets, broad policy goals to guide work to reduce GHGs and prepare for local climate impacts, and reduction measures customized to each RCPA Member Jurisdiction.

The Environmental Impact Report developed along with the Plan was intended as a tool to ensure that GHG reduction measure do not create adverse environmental impacts such as habitat loss or noise, and to make future implementation of those measures easier for local government and by private project developers. Unfortunately, the pursuit of this strategy for compliance with the California Environmental Quality Act (CEQA) opened the plan to a successful legal challenge related to CEQA procedures. The RCPA Board opted not to pursue an appeal for various reasons (see item 4.1.1).

The judgment against the RCPA was frustrating for many reasons. It stalled and ultimately stopped local jurisdictions’ efforts to adopt the climate action plan, despite the work each jurisdiction put in to ensure the plan matched local priorities. The plaintiff has admitted in public forums that it supports the goals of the plan, and the implementation of measures within it, but stated that it brought the case because the project didn’t go far enough. Staff track policy guidance and expert opinions on the best approaches to community scale climate action planning, and guidance from state agencies and industry professionals continue to validate the RCPA approach to climate action planning.

For these reasons, RCPA staff propose that the CAP, while no longer enforceable as a CEQA tool, can still serve as an advisory resource for the RCPA’s work to coordinate countywide climate protection efforts. The ideas contained in the plan – to advance smart land use, resource efficiency, carbon free electricity, fuel switching, etc. – are still good and valid, and aligned with the climate action strategies articulated in the State Scoping Plan established to achieve the goals of AB 32 and SB 32.

To create more clear direction for RCPA staff on an ongoing basis, the Board may consider adoption of Resolution No 2017-003, officially updating our GHG reduction targets and policy goals to reduce GHGs and...
prepare for local climate impacts. This resolution would achieve the same policy impetus behind climate action as would have the CA2020 Plan, but without the CEQA elements challenged by California River Watch.

The RCPA may also consider sharing the attached model resolution with each member jurisdiction, as a tool to codify updated commitments to the countywide collaboration on climate action, to update long term policy goals, and to consider pursuing the implementation of measures each jurisdiction had previously identified as good local opportunities. Taking this policy action at a city and county level would help create countywide consistency and clear guidance for RCPA and jurisdiction staff about coordinated implementation.

Even without a valid EIR, RCPA’s member agencies can still implement the measures in the plan if they either conduct CEQA review on the individual measures or find that the measures are exempt. In most instances, that should not be difficult and could be done with language like “that the adoption and implementation of the climate protection measures developed for the [jurisdiction] in Climate Action 2020 are categorically exempt from environmental review pursuant to section 15308 of title 14 of the California Code of Regulations, because these measures constitute actions taken by a regulatory agency, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.” The City of Sonoma did so upon adoption of its local measures, via the attached Resolution No 40-2016. Also, California River Watch has agreed to provide a signed letter on letterhead stating that it will not challenge the implementation of the measures.

In addition to pursuing the proposed policy action, the RCPA and/or its members may consider the following next steps:

- **Evaluate updated approaches to GHG thresholds under CEQA.** While the Plan cannot be used as a tool for making significance determinations for CEQA reviews of projects, the measures can be implemented. The Bay Area Air Quality Management District is beginning a process to update guidance for addressing GHGs under CEQA. RCPA staff will participate in this process and support local jurisdictions in considering how local thresholds may evolve.

- **Pursue legislative solutions to avoid future CEQA challenges to beneficial projects.** The RCPA may consider working with other stakeholders to pursue CEQA reform that protects environmentally beneficial emissions reduction actions from costly challenges that are contrary to CEQA’s basic purpose.

- **Maintain a focus on implementation.** With the enactment of SB 32, the State now has a 2030 target that can become the focus of GHG planning. The long term targets warrant increasingly deep reductions in GHG emissions, and for a scaling up in work to de-carbonize social systems. The RCPA will continue to explore funding and financing models that help implement the good ideas from the plan.

- **Re-evaluate the RCPA approach to planning for the 2030 target.** Unless CEQA reform happens, it is clear that future climate action plans must be developed with meticulous justification for methodology. State planning documents as well as other explanatory papers are already addressing this need, and RCPA will participate with other stakeholders.

- **Support integration of climate action priorities within General Plans.** All jurisdictions already have some climate policies in adopted general plans, and several have included goals and strategies from Climate Action 2020 in recent updates. As several other jurisdictions embark on General Plan updates, the RCPA Board and staff may serve as a resource to borrow analysis and ideas from prior
efforts as appropriate, to navigate General Plan and CEQA Guidelines, and to collaborate with other local jurisdictions.

In conclusion, RCPA staff are committed to minimizing the loss of momentum on climate action progress in Sonoma County however the Board sees fit.

**Policy Impacts:**
If adopted, these resolutions could provide some of the comprehensive policy framework that had been proposed in Climate Action 2020.

**Fiscal Impacts:**
None.

**Staff Recommendation:**
That the Board adopt Resolution No 2017-003 to update RCPA GHG targets and policy goals. That the Board promote the attached model resolution as a policy option for local jurisdictions to consider.
WHEREAS, climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, actions taken by local governments to reduce greenhouse gas emissions (GHGs) provide multiple benefits by providing energy and cost savings, air quality and public health improvements, local job creation, resource conservation, climate resilience, and enhanced equity; and

WHEREAS, the State of California has adopted policy targets to reduce GHGs by 40% from 1990 levels by 2030 and by 80% from 1990 levels by 2050; and

WHEREAS, the Sonoma County Regional Climate Protection Authority (RCPA) was created to coordinate countywide climate protection efforts in the County of Sonoma; and

WHEREAS, the success of the RCPA depends on the participation of and collaboration with all local jurisdictions, and a commitment to pool resources towards common goals; and

WHEREAS, the RCPA has previously adopted GHG reduction targets that are no longer aligned with the State of California; and

WHEREAS, the RCPA conducted a multi-year planning effort that was informed by each jurisdiction and hundreds of members of the community and that yielded recommendations for twenty goals to reduce greenhouse gas emissions and nine goals to prepare for local climate impacts; and

WHEREAS, adopting the GHG reduction targets and policy goals that were developed in this planning effort will provide clear direction to RCPA staff in delivering on its Mission.

NOW, THEREFORE, BE IT RESOLVED that the RCPA will work to reduce countywide greenhouse gas emissions by 40% below 1990 levels by 2030 and by 80% below 1990 levels by 2050; and

BE IT FURTHER RESOLVED, that the RCPA will reduce GHGs by pursuing implementation actions that support the following policy goals:

1. Increase building energy efficiency
2. Increase renewable energy use
3. Switch equipment from fossil fuel to electricity
4. Reduce travel demand through focused growth
5. Encourage a shift toward low-carbon transportation options
6. Increase vehicle and equipment fuel efficiency
7. Encourage a shift toward low-carbon fuels in vehicles and equipment
8. Reduce idling
9. Increase solid waste diversion
10. Increase capture and use of methane from landfills
11. Reduce water consumption
12. Increase recycled water and greywater use
13. Increase water and waste-water infrastructure efficiency
14. Increase use of renewable energy in water and wastewater systems
15. Reduce emissions from livestock operations
16. Reduce emissions from fertilizer use
17. Protect and enhance the value of open and working lands
18. Promote sustainable agriculture
19. Increase carbon sequestration
20. Reduce emissions from the consumption of goods and services; and

BE IT FURTHER RESOLVED, that the RCPA will work to increase the health and resilience of social, natural, and built resources to withstand the impacts of climate change; and

BE IT FURTHER RESOLVED, the RCPA will increase resilience by pursuing implementation actions that support the following policy goals:

1. Promote healthy, safe communities
2. Protect water resources
3. Promote as sustainable, climate-resilient economy
4. Mainstream the use of climate projections
5. Manage natural buffer zones around community resources
6. Promote agricultural preparedness and food security
7. Protect infrastructure
8. Increase emergency preparedness and prevention

BE IT FURTHER RESOLVED, that the RCPA seeks support from its member jurisdictions to collaborate towards the same GHG reduction targets and pursue common climate action goals; and

THE FOREGOING RESOLUTION was moved by Director __________, seconded by Director __________, and adopted by the following vote:

Director Agrimonti _________  Director Mansell _________
Director Coursey _________  Director Miller _________
Director Gurney _________  Director Rabbitt _________
Director Gorin _________  Director Russell _________
Director Landman _________  Director Salmon _________
Director Mackenzie _________  Director Zane _________

Ayes: _____  Noes: _____  Absent: _____  Abstain: _____

SO ORDERED
I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Regional Climate Protection Authority held on November 13, 2017.

______________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Regional Climate Protection Authority
[JURISDICTION]

Resolution # ______

A RESOLUTION OF THE [JURISDICTION] REAFFIRMING ITS INTENT TO REDUCE GREENHOUSE GAS EMISSIONS AS PART OF A COORDINATED EFFORT THROUGH THE SONOMA COUNTY REGIONAL CLIMATE PROTECTION AUTHORITY AND TO ADOPT LOCAL IMPLEMENTATION MEASURES AS IDENTIFIED IN CLIMATE ACTION 2020

WHEREAS, climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, actions taken by local governments to reduce greenhouse gas emissions (GHGs) provide multiple benefits by providing energy and cost savings, air quality and public health improvements, local job creation, resource conservation, climate resilience, and enhanced equity; and

WHEREAS, the State of California has adopted policy targets to reduce GHGs by 40% from 1990 levels by 2030 and by 80% from 1990 levels by 2050; and

WHEREAS, the [jurisdiction] has...[any specific actions related to Paris, US Mayor’s Climate Action Network, Under 2 MOU, etc.];

WHEREAS, the [jurisdiction] participates in a coordinated, countywide collaboration to address climate change via the Sonoma County Regional Climate Protection Authority (RCPA); and

WHEREAS, the success of the RCPA depends on the participation of and collaboration with all local jurisdictions, and a commitment to pool resources towards common goals; and

WHEREAS, the RCPA has adopted the same GHG reduction targets as the State of California; and

WHEREAS, the RCPA has established twenty goals to reduce GHG emissions and nine goals to prepare for local climate impacts; and

WHEREAS, the RCPA and the [jurisdiction] collaborated through the Climate Action 2020 project to develop Measures specific to [jurisdiction] that will result in the reduction of GHG and result in substantial environmental and community benefits.

NOW, THEREFORE, BE IT RESOLVED that the [jurisdiction] agrees to work towards the RCPA’s countywide target to reduce GHG emissions by 40% below 1990 levels by 2030 and 80% below 1990 levels by 2050; and
BE IT FURTHER RESOLVED, that the [jurisdiction] adopts the following goals to reduce GHG emissions, and will pursue local actions that support these goals:

1. Increase building energy efficiency
2. Increase renewable energy use
3. Switch equipment from fossil fuel to electricity
4. Reduce travel demand through focused growth
5. Encourage a shift toward low-carbon transportation options
6. Increase vehicle and equipment fuel efficiency
7. Encourage a shift toward low-carbon fuels in vehicles and equipment
8. Reduce idling
9. Increase solid waste diversion
10. Increase capture and use of methane from landfills
11. Reduce water consumption
12. Increase recycled water and greywater use
13. Increase water and waste-water infrastructure efficiency
14. Increase use of renewable energy in water and wastewater systems
15. Reduce emissions from livestock operations
16. Reduce emissions from fertilizer use
17. Protect and enhance the value of open and working lands
18. Promote sustainable agriculture
19. Increase carbon sequestration
20. Reduce emissions from the consumption of goods and services; and

BE IT FURTHER RESOLVED, that the [jurisdiction] will continue to work to increase the health and resilience of social, natural, and built resources to withstand the impacts of climate change; and

BE IT FURTHER RESOLVED, that the [jurisdiction] has the goal of increasing resilience by pursuing local actions that support the following goals:

1. Promote healthy, safe communities
2. Protect water resources
3. Promote as sustainable, climate-resilient economy
4. Mainstream the use of climate projections
5. Manage natural buffer zones around community resources
6. Promote agricultural preparedness and food security
7. Protect infrastructure
8. Increase emergency preparedness and prevention
BE IT FURTHER RESOLVED, that the [jurisdiction] will support these goals through its own actions and through collaboration with other local governments through the efforts of the Regional Climate Protection Authority; and

BE IT FURTHER RESOLVED, that the [jurisdiction] intends to implement its local measures from the Climate Action 2020 planning project.

THE FOREGOING RESOLUTION was duly adopted this ____ day of _____, 2017, by the following vote:
CITY OF SONOMA
RESOLUTION #40-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING CLIMATE ACTION 2020 MEASURES FOR THE CITY OF SONOMA AND MAKE FINDINGS THAT THEY ARE EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15308 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, climate change is a serious threat to worldwide and strong action is needed to avoid serious damage to human wellbeing and natural systems; and

WHEREAS, the implementation of Climate Action 2020 Measures developed for the City of Sonoma will result in the reduction of greenhouse gas emissions and will thus result both in substantial environmental benefits; and

WHEREAS, achieving the objectives of Climate Action 2020 measures for the City of Sonoma will reduce greenhouse gas emissions and will have numerous other collateral public benefits, such as reducing other unhealthful emissions, improving public health through alternative modes of transportation, and improving efficiency and reducing waste.

NOW, THEREFORE, BE IT RESOLVED THAT,

1. Exemption from Environmental Review. The adoption and implementation of the climate protection measures developed for the City of Sonoma in Climate Action 2020 are categorically exempt from environmental review pursuant to section 15308 of title 14 of the California Code of Regulations, because these measures constitute actions taken by a regulatory agency, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.


The foregoing Resolution was duly adopted this 21st day of November 2016, by the following vote:

Ayes: AGRIMONTI, EDWARDS, HUNDLEY, COOK, GALLIAN
Noes: 
Absent: 

Laurie Gallián, Mayor

Rebekah Barr, MMC, City Clerk
Staff Report

To:        RCPA Board of Directors
From:      Carolyn Glanton, Climate Action Coordinator
Item:      4.3.1 – RCPA Activities Report
Date:      November 13, 2017

Issue:
Information only.

Background:

Planning and Coordination

RCPA Coordination Committee
The September meeting of the RCPA Coordination Committee featured a discussion about the results of the legal challenge to the Climate Action 2020 and Beyond Plan and on the future of climate action planning in Sonoma County. Attendees included member jurisdictions and community organizations.

Climate Action Staff Working Group
The Staff Working Group met on September 27th to discuss the outcome of the lawsuit and climate action (see item 4.1.1).

Sonoma County Zero Waste Task Force
RCPA staff is participating on the Zero Waste Task Force which is drafting a Zero Waste Policy for Sonoma County Cities and County for consideration. Staff will bring updates on that effort to the Board and RCPA committees.

Fire Recovery Efforts
RCPA staff have been assisting member jurisdictions with emergency operations and will continue to assist government and community partners with information resources and staff support for recovery and planning needs.

Implementation

Bay Area Regional Energy Network

Bay Area Multifamily Building Enhancement Program
RCPA staff attended a California Apartment Association North Bay Property Managers’ Forum on September 13th to share information on the program and workshop. The Bay Area Multifamily Building Enhancements (BAMBE) program workshop, originally scheduled for October 11th has been postponed.
Codes and Standards

BayREN staff presented on the topic of zero net energy (ZNE) at the October 10th Petaluma Planning Commission upon request. RCPA staff works with BayREN to support the efforts of local residents, businesses, and governments to help buildings achieve zero net carbon emissions. RCPA staff continues to attend Redwood Empire Association of Code Officials (REACO) monthly meetings and discussed solar permitting.

Climate Action Advisory Committee

The CAAC met on October 6th to discuss RCPA programs including BayREN and Shift Sonoma County.

Outreach, Advocacy, and Education

Climate Action

On September 15th RCPA staff presented at the Sonoma County Library All Staff Day on Climate Action in Sonoma County.

BayREN

RCPA staff attended the BayREN Regional Forum, Matching Supply with Demand: Preparing Local Governments for the Rise of Renewables and Its Impact on the Grid, on October 24th. Cordel Stillman from SCP was the keynote speaker and spoke on the important role electric vehicles can play in demand response.

BayREN energy code trainings have been postponed until next year.

CivicSpark

The RCPA is participating the CivicSpark AmeriCorps program to increase local government capacity to address climate change. In 2017-2018, Julian Ruzzier-Gaul will join the RCPA and SCTA team as a CivicSpark fellow focused on climate action data management and evaluation. His primary project focus will be on updating communitywide GHG inventories and tracking climate action implementation progress.

Legislation

SB 564: Water Bill Savings Act (McGuire)

The RCPA worked with Senator McGuire to sponsor legislation that will enable the use of pooled revenue bonds to implement water efficiency financing programs based on the Pay As You Save (PAYS) model piloted by the RCPA and BayREN. It passed the legislature in September and was signed into law.

Policy Impacts:

None.

Fiscal Impacts:

None.

Staff Recommendation:

Information only.
Staff Report

To: Sonoma County Transportation Authority

From: Chris Barney, Senior Transportation Planner

Item: 4.2.1 - Update to Administrative and Operational Travel Demand Modeling Guidelines

Date: November 13, 2017

Issue:

The Administrative and Operational Travel Demand Modeling Guidelines identify and describe the policies, procedures, and protocols that are used to guide SCTA’s travel demand modeling program.

Background:

SCTA operates and maintains the Sonoma County Travel Model (SCTM) which is used to support SCTA’s transportation planning activities and to provide analytic and modeling support to the Authority’s member organizations. SCTA’s Administrative and Operational Travel Demand Modeling Guidelines are used by staff to guide the operation, maintenance, improvement, and administration of the SCTM. This document identifies:

- modeling goals and objectives
- program products and services
- Modeling Priorities
- the scope of the modeling program
- intended uses of the travel model
- model maintenance and improvement
- data dissemination protocols
- model validation and reasonableness checking guidelines
- modeling program evaluation criteria and schedule

Policy Impacts:

This document is used to guide how the travel model is used, updated, and maintained and outlines how the model shall be used to support SCTA and local planning and project delivery efforts. The TAC, TAC and CAC have reviewed the document and provided input that has been incorporated into the guidelines.

Fiscal Impacts:

None at this time.

Staff Recommendation:

Consider approving the updated Administrative and Operational Travel Demand Modeling Guidelines.
Travel Demand Modeling at Sonoma County Transportation Authority

An Introduction to the Sonoma County Travel Demand Model

October 2017
What is a travel model?

A **tool** that is used to estimate:

- **How** – Drive alone, carpool, take transit, walk, bike?
- **Where** – Where does a trip start and end? Where do people travel from and where do they want to go?
- **When** – peak or off-peak?
- and **Why** – commute, travel to school, other travel?

people travel now and in the future.
Why do we have a travel model?

- To analyze countywide transportation impacts of future growth.
- To meet state and regional planning requirements.
- Support SCTA planning and project delivery efforts.
- Provide modeling output, data, and analytic support to SCTA’s member organizations.
Travel Demand Models and Tools Used in Sonoma County

- Micro Level
  - Local Traffic Studies

- Macro Level
  - MTC Model
  - SCTA Model

- Regional
- County/City
- Area/Corridor
- Major Roadway/Larger Project
- Intersection/Small project
What is SCTA’s role in modeling?

- **Maintain** the countywide model
- **Coordinate** with Bay Area Metro (ABAG/MTC) and other local and regional modeling and planning staff on modeling and data analysis issues
- **Analyze** Comprehensive Transportation Plan (CTP) performance
- **Analyze** SCTA project performance
- **Provide forecasts** of existing and future travel and transportation trends and conditions
- **Support local planning** and provide modeling support to local jurisdictions
SCTA Model Scale – Intended Use

• **County** level model - More detailed local data is often required to provide reliable results for local analysis.

• Analysis is limited to **transportation/traffic impacts**

• Model data is often used as a **starting point** in the estimation of other impacts (Air Quality, Noise, etc.). Model estimates travel for **24 hour work day**, and **AM/PM peak periods**.
Model Limitations

• Quality of output is reliant on the quality of data provided by local planners and public works staff

• Estimates average weekday conditions (daily and peak period) – not weekends or holidays

• Generalizes travel based on common housing and development types. Unique land uses may require focused analysis.

• Limited ability to estimate travel beyond county boundary
How does the travel model work?

- Transportation System
- Population and Employment Locations
- Travel Behavior
Two Models? – Base and Future

Base Year (2010)

• What are current travel conditions? Where is current congestion?
• Checked against current conditions using traffic counts, transit ridership, travel surveys, and other real world data.

Forecast Year (2040)

• How will travel conditions be in the future?
• Based on regional forecasts and general plans
• Checked for reasonableness
Model Output

- Travel statistics (VMT, GHG, Congestion)
- Traffic/Transit Ridership forecasts along roadways/transit lines (daily, AM/PM Peak Hour)
- Average Vehicle Speeds
- Mode Shares (what travel modes are being used?)
- Information about where travelers are going
- Information about what types of trips people are making
- Level of Service/congestion
Model Validation/Model Accuracy Checks –

*How do we make sure the model is providing reliable and useful information?*

Model input and output is reviewed by local planning and engineering staff to ensure that it is in line with local conditions and expectations.

Model output is compared to:

- traffic counts
- transit ridership
- bike/pedestrian counts
- Bay area travel survey, CA statewide travel survey
- US Census
- MTC model, other travel models

*Model results are checked for overall reasonableness.*
Model Administrative Guidelines – Outlines the guiding policies of the SCTA modeling program

- Modeling goals, objectives, and priorities
- Model scale, scope, and format
- Products and services – data distribution
- Model maintenance and improvement
- Model validation
- Ongoing evaluation of the modeling program
Next Steps...

1. How can the travel model be used to support fire recovery efforts?
   • How have housing and job distributions changed and how has and will this impact travel conditions?
   • Recovery and reconstruction: Will lost housing and employment be reconstructed in the same locations and densities as they were previously?

2. 2015 Model Update
   • 2015 land use distributions have been updated by SCTA and local planning staff.
   • Staff has developed a Permitted and Pending Development Database to ensure that all permitted and pipeline projects are reflected in the model forecasts.
   • The model should now be revalidated and checked using 2015 traffic counts, travel surveys, and transit ridership data.
3. Travel Behavioral Study
• Collect information on local travel behavior
• Build on recent Napa and Marin County studies
• Origins and Destinations, Surveys
• Weekends and Visitor Travel

4. Travel impacts of new and emerging technologies
• Autonomous and connected vehicles
• Transportation Network Companies (Lyft, Uber, etc.)
• Changing demographics and attitudes
• Collaborate with Bay Area Metro (MTC/ABAG), SFCTA, Bay Area CMAs and academic institutions
Questions?
Administrative and Operational Travel Demand Modeling Guidelines

DRAFT

Sonoma County Transportation Authority
490 Mendocino Ave., Suite 206
Santa Rosa, CA 95401
(707) 565-5373

September 13, 2017
Introduction

These guidelines describe the policies, procedures, and protocols guiding the Sonoma County Transportation Authority’s (SCTA) Travel Demand Modeling (TDM) program and were prepared to ensure that the Authority’s governing board, and all of its member agencies support and are aware of these policies, procedures, and protocols. This document describes the products and services that are available through the modeling program and outlines how these benefit SCTA’s and local planning activities.

Program Administration

Many transportation projects and development projects that are proposed, designed, or built in Sonoma County require an analysis of the potential impacts the project may impose on local and regional transportation systems. The Sonoma County Travel Model is regularly used to quantify these impacts.

In the past SCTA and local jurisdictions have relied on outside contractors to run travel demand models and to perform travel demand analysis. The SCTA modeling program has been configured to maintain and operate the travel model in-house. Routine model analysis and maintenance is performed by SCTA staff with outside consultants providing additional modeling support when necessary. By maintaining the countywide model in-house, SCTA is able to provide local control over the modeling process, and is better able to provide customized analysis for SCTA’s planning activities and for member organizations quickly, efficiently, and economically. SCTA’s modeling program provides in-house technical modeling expertise and allows SCTA’s member organizations to exercise direct control over the modeling process. Local engineering and planning staff are able to participate in model development and improvement by participating in modeling discussions at SCTA advisory committees (the Technical Advisory and Planning Advisory Committees primarily), or by working directly with SCTA modeling and technical staff.

Modeling Goals and Objectives

SCTA’s modeling program supports the authority’s planning and programming functions as laid out by SCTA’s mission statement:

"As a collaborative agency of the cities and County of Sonoma, we work together to maintain and improve our transportation network. We do so by prioritizing, coordinating, and maximizing the funding available to us and providing comprehensive, countywide planning. Our deliberations and decisions recognize the diverse needs within our county and the environmental and economic aspects of transportation planning."
The modeling program helps the Authority fulfill its mission by analyzing the transportation impacts of future growth, analyzing the countywide and local impact of regional projects, providing a modeling framework that allows staff to analyze alternative modes of transport, and by providing local modeling expertise and control over the maintenance, improvement, and operation of the travel model.

SCTA’s planning goals are outlined in chapter 4 of the 2016 Comprehensive Transportation Plan (CTP). The travel demand model allows the authority to evaluate how different actions including project implementation and policy approaches can help SCTA achieve CTP goals. CTP Chapter 6 – Evaluating Plan Performance provides an overview of this process.

The modeling program provides modeling support, data, and analysis to the authority’s member organizations, other public and private organizations, and the public at large. SCTA technical and modeling staff continues to work with local engineering and planning staff to ensure that model output and analysis is readily available to SCTA member agencies and their designates. Staff works regularly with members of the public to provide information and training on SCTA’s travel demand model, travel modeling and forecasting theory and practice, and information and data produced by the modeling program or other agencies and organizations.

Scope of the Program

The Sonoma County Travel Model was developed with a focus on the HWY 101 corridor and the larger regional transportation system. Efforts have been made to provide more detail in other parts of the county by incorporating local travel models into the countywide model, but the program’s primary focus remains on countywide regional travel demand impacts and supporting SCTA’s long range regional transportation planning efforts.

It is important to consider that travel demand model data in general and SCTM projections in particular have limitations and should be used to predict trends and provide a generalized idea about impacts and travel changes. Model output is highly dependent on the quality of input data that is provided by local jurisdictions, and should always be reviewed by local experts for reasonableness. Geographically, the SCTM is focused on the HWY 101 corridor and urbanized areas and the quality of the model output decreases as one moves away from these locations.

The model is intended to allow analysis of transportation and traffic impacts of projects and policies that impact a number of different jurisdictions, or to analyze impacts within cities that have regional significance. The model was not designed to perform detailed traffic studies for more local projects, though the countywide model data is often used as a starting point for these types of analysis. The
current model extent ends at the county boundary with limited representations of important out of county destinations and is primarily focused on travel occurring within Sonoma County. The model estimates travel for 24-hour average work days, and for work day AM and PM peak commute periods and does not currently estimate travel for weekends or holidays. Disclaimers explaining these limitations and discussing the intended uses of the provided data are provided when the data is delivered to the requesting party.

Products and Services

The data and analysis provided by SCTA’s modeling program are used to support local and regional transportation planning and project development activities. Local agencies, their consultants, and the public often request model data or specialized analysis to support their planning and capital improvement activities or for informational purposes. SCTA staff has been faced with the challenge of trying to fill a variety of large and small data requests in a timely and efficient manner.

In order to meet the majority of this demand, SCTA provides baseline model run data and associated modeling input data upon request. Although it is relatively straightforward to provide data from already completed model runs, it can require a significant amount of staff time to fill data requests that require changes to the model or enhancements to baseline datasets. Staff works with data requestors to schedule and prioritize model work and other analysis in order to maintain the program’s focus on supporting SCTA’s countywide and regional long range transportation planning priorities, while also providing customized analysis for local projects in a timely manner.

Unprocessed data that has been developed or provided by other organizations for use in the modeling program is not provided without the explicit permission of that organization. Staff refers individuals requesting data provided by other organizations to the data originator unless previous agreements or arrangements have been made for SCTA to distribute this information to requesting parties.

Examples of data products made available through the modeling program:

- Vehicle Miles Traveled (VMT) estimates
- Level of Service (LOS) estimates
- Facility level existing and future traffic estimates
- Average travel times
- Average trip lengths
- Vehicle and person trip estimates
- Estimates of travel delay
- Mode share estimates
- Transportation bottleneck locations
- Trip path selection estimates
- Countywide travel flow estimates
- Future transit ridership
- County, jurisdiction, and traffic analysis zone housing and employment growth estimates
- GIS or cartographic representations of model input and output

Modeling Priorities

The travel model is being continuously updated and improved. The following list of modeling tasks and improvement priorities was assembled in conjunction with SCTA's modeling subcommittee and advisory committees. These priorities are re-evaluated on an ongoing basis and revised as necessary.

Tasks have not been prioritized individually but have been divided into work task groupings that will be addressed by staff in the short, mid, and long term. Short-term tasks are not necessarily more important than long-term tasks and vice versa.

**Short-term or ongoing tasks (ongoing or to be completed over the next year):**
- Provide baseline (2015) and projected year (2040) model projections in easily usable formats (Excel and GIS formats).
- Update current land use data and evaluating projection year (2040) data for possible update and changes based on new information.
- Maintain and update general plan buildout model estimates.
- Track local pending development and permitted projects and ensuring that these projects are reflected in model forecasts.
- Update model transportation networks.
- Prepare specialized data products.
- Evaluate non-Measure M projects.
- Revalidate travel model using 2015 traffic counts, transit ridership, active transportation counts, and transportation surveys and data.

**Mid-term tasks (to be completed over the next 1-3 years):**
- Analyze travel demand impacts of Measure M projects – to be completed as part of the next CTP update.
- Analyze travel demand impacts of other projects of regional significance (next CTP update).
- Improve modeling capability to analyze alternative modes.
- Improve model capabilities for analyzing tourism, visitor, and special event travel.
- Develop non-peak hour and weekend modeling methodology and data-sets.

**Long-term tasks (to be completed as resources allow):**
- Shift to activity based modeling framework.
• Expand geographic coverage of travel model beyond county boundary.

Coordination with other Modeling Efforts

SCTA staff compares SCTM output, assumptions, and methodology with regional, county, and jurisdictional travel demand models in the San Francisco Bay Area region. Efforts are made to coordinate modeling efforts within Sonoma County with other existing regional and local models where possible. Staff attends regional travel demand modeling workshops and user group meetings to stay informed on regional model developments, and will keep up to date on any local modeling efforts being undertaken by Sonoma County cities.

Technical and Operational Policies

SCTA’s travel demand modeling efforts focus predominately on maintaining and updating model inputs, running the model and interpreting model output, and model improvement and validation. STCM model inputs are maintained in GIS (geographic information system) and tabular databases, which can be seamlessly displayed and combined with other data maintained by SCTA staff and local jurisdictions. In previous versions of the SCTM, the model inputs and outputs were created without any geographic orientation and were maintained in proprietary formats which made exporting and displaying this information unwieldy and difficult. The transfer of model inputs and outputs into a GIS based database system has streamlined data maintenance and data sharing processes, allowing all model inputs to be maintained in a single system that is easy to use, and that most local staff and their consultants are able to access and work with easily.

The quality of model estimates and output are only as good as the input data that is being used to run the model. As demographic, land use, and transportation network data improve and are more accurate, model projections are also be more reliable. Staff continues to incorporate demographic, development, and project completion data available from local jurisdictions, regional, state, and federal agencies, and other data sources into the travel model. Continuous model updates and improvements ensure that model inputs are current and accurate, and reflect current land use and travel conditions and trends in travel behavior.

Transportation System (Network) Updates

The regional transportation system is represented in the travel model by simplified networks. These networks are coded with information representing road capacity, functional classification, average speeds, directional travel, headways and fares for transit, and facility location and connectivity. It is important that this information accurately represent the current state of the transportation system and that the future projected transportation network be a
good representation of what will be built in the future. Staff continues to monitor changes in Sonoma County’s transportation network and makes changes as necessary to ensure that representations of the existing and future transportation system are accurate. Future network additions are focused on Measure M projects, Caltrans projects, and local projects with significant regional importance and are consistent with the regional travel demand model (Travel Model One), Plan Bay Area 2040, and SCTA’s Comprehensive Transportation Plan.

**Land Use Data Updates**

Historically updates to travel model land use inputs have coincided with the Comprehensive Transportation Plan (CTP) update schedule. CTP updates generally occur on a four-year cycle. These major CTP updates are supplemented by intermittent updates as requested by local jurisdictions which are associated with project level analysis or local planning efforts. Staff will continue to maintain the major model update schedule associated with the CTP update and is working with local jurisdictions to develop a countywide permitted and pending development database which will be used to ensure that model land use assumptions are consistent with local planning activities and development trends. Staff uses universal data collection reporting methodologies to categorize and track housing, employment, and other growth in order to ensure that development data provided by different organizations is consistent countywide.

**Data dissemination**

As discussed earlier in this document, model data products will be made available upon request including GIS and tabular versions of: input land use data for base (2015) and projected year (2040), model road and transit networks, travel demand projections by Traffic Analysis Zone (TAZ) and network section, and other standard model reports summarizing VMT, delay, travel times, and other transportation metrics. Any work requiring additional manipulation of the baseline model output shall be handled on a case-by-case basis and may require the data user to a pay market rate fee for the additional services being requested or shall enter into a formal agreement allowing the user to obtain a copy of the model for use outside the program.

Those requesting model inputs, outputs, scripts, or reports shall complete and submit a *SCTM Data Request* form to SCTA staff identifying the requesting individual/organization, data/files requested, and data purpose (see Attachment A). Any changes or improvements to model files, inputs, or reports should be submitted to SCTA staff for possible inclusion in the countywide model.

**Model modification and improvement**

Over time a number of local travel models have been incorporated into the SCTM. Detail from the Santa Rosa, Rohnert Park, Windsor, and Petaluma travel demand models has been incorporated into the countywide model.
Functional and technical improvements are routinely made to the model when time and resources allow. Improvements have included changes and increases to model TAZs, network changes, additions or changes to model land use categories and trip generation formulas, improved reporting and visualization functionality, and coding efficiency changes. These structural changes and model improvements are undertaken when they are able to improve the quality and usability of the products produced by the modeling program.

Training

New modeling techniques, software, and GIS capabilities should be incorporated into the modeling program when they will improve the quality of the output, and/or make it easier to deliver model information to SCTA’s member organizations, their consultants, or the public. SCTA staff regularly participates in regional, statewide, and national technical modeling training programs and information exchange networks in order to keep up with recent developments and trends in travel demand modeling. Staff is also available to provide information on and provide training to local staff on the SCTM, travel modeling, and technical data analysis.

Model Validation

The model should be able to replicate observed conditions before being used to produce future-year forecasts. *The Model Validation and Reasonableness Checking Manual* published by the U.S. Department of Transportation (Federal Highways Administration – FHWA) provides guidance on how travel demand models should be validated and checked for reasonableness. SCTA bases its model validation procedure on the recommendations provided in this document.

Model validation is performed in conjunction with major model updates that precede updates to SCTA’s Comprehensive Transportation Plan. The services of independent consultants familiar with travel demand models and model validation are retained to assist staff with model validation.

Staff uses the following methods to validate the travel model:

- Check modeled countywide vehicle miles traveled and trips per person rates against typical values provided by FHWA and values reported by MTC and other counties for reasonableness.

- Compare predicted or modeled link volumes to ground traffic count volumes using available traffic counts. Peak hour and daily traffic count data is obtained from Caltrans and local jurisdictions. Link volume comparisons should be scattered across the countywide transportation system where ground counts are available, and should cover high and lower volume transportation system links. Staff
generates a list and map of network/transportation system links and available ground count locations in order to determine if steps should be taken to collect additional ground counts in locations where data is unavailable.

- Predicted/modeled link volumes should be within the deviation ranges to ground count volumes recommended by FHWA. Higher functional class links (freeways and principal arterials), which normally carry larger travel volumes (10,000 Annual Daily Traffic (ADT) and above), are recommended to be within a 7% deviation of ground counts, and lower functional class links (collectors or roads with volumes of 5,000 ADT and below) to be within a 25% deviation of ground counts.

- Check future trip generation, distribution, and link volume for reasonableness by comparing model results to regional and statewide model results, comparison to transportation trends, and consultation with SCTA advisory committees.

- Compare predicted or modeled mode shares and transit ridership to existing transit ridership counts and historical/observed mode share rates (US Census, Bay Area and CA Statewide travel surveys).

- Land use audits – Model land use inputs are reviewed using visual and tabular representations of this data. Outliers and gaps are identified and corrected as necessary. Draft model run results are used to identify possible errors or omissions in land use inputs.

- Transportation network audits - Model networks are reviewed using various visual representations and tabular versions of input transportation network data. Draft model run results will often quickly highlight any errors or omissions in model transportation networks. Corrections and revisions are made as necessary.

- Dynamic Validation/Sensitivity Testing – Dynamic validation tests the model’s ability to respond reasonably to changes in inputs. Changes to land use, road networks, transit service, travel costs, and transportation policies are tested as part of the SCTM dynamic validation process.

Program Evaluation

In order to ensure the long term viability of the program, it is critical that the program be periodically reevaluated. Staff will work with SCTA advisory committees to evaluate the model program and to recommend changes to the modeling program or its associated policies periodically.
From an administrative standpoint the following questions will be used to assess the performance of the program:

- Is the SCTM being primarily used to support the planning priorities of SCTA?
- Is the SCTM being adequately maintained and does it accurately represent current and expected countywide travel?
- Are the data products and analytical services available through the program sufficient for SCTA and local planning needs?
- Is there a significant unmet data need that would warrant changes to the model, model focus, or data products available through the modeling program?

From a technical/operational standpoint, the following performance criteria will be used to evaluate the adequacy of the modeling program:

- Can the existing structure and functionality of the SCTM be used to adequately support the long range planning priorities of the SCTA?
- Are existing land use update procedures and protocols working?
- Is there a significant deficiency in model outputs that would warrant a major reconfiguration of the existing model?

Staff will routinely review the status of the modeling program and will address any deficiencies as resources allow. Staff will conduct a comprehensive review of program operations and model performance during each major model update and will make recommendations for addressing possible deficiencies. Staff will work with SCTA advisory committees to perform this comprehensive program review as part of the CTP update cycle.
Sonoma County Transportation Authority
Travel Model Data Request Form

Firm/Organization: ____________________________________________

Requested by: ________________________________________________

Address: Street: ______________________________________________

City/State/Zip: ______________________________________________

Phone/Fax: ________________________________________________

E-mail: ____________________________________________________

Project/Application:

Detailed description of requested data/files (include formats, model run years, etc.):

Purpose/Use of requested data:

I understand and agree to the following terms related to the use of the request data/files:

Travel model files prepared by SCTA including the associated input and output files, were developed for use by SCTA for countywide planning purposes. The appropriate use of such data in other planning programs and studies must be determined entirely by the planners and analysts of the firm or agency undertaking such projects. SCTA makes no warranties, expressed or implied, of the appropriateness or accuracy of any results or opinions derived from any project not conducted or sponsored by SCTA utilizing SCTA’s technical data. SCTA welcomes verifiable modifications that would enhance the integrity of the modeling process or input/output files. Please provide a detailed list of any model file modifications and a justification for any modifications to SCTA staff at the conclusion of this project.

Signed: ________________________________ Date: ________________

Mail, Email, or Fax to: Chris Barney, Senior Transportation Planner
christ.barney@scta.ca.gov; fax: (707) 565-5370
Staff Report

To: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: 4.2.2 – Review of traffic mitigation fees and projects
Date: November 13, 2017

Issue:
Should the SCTA review and update projects eligible for regional traffic mitigation fees collected by the City of Rohnert Park as per SCTA Agreement SCTA05003?

Background:
In 2006 the City of Rohnert Park, applied to LAFCO for permission to annex land now known as the University District. It was acknowledged by all parties that the project would have significant traffic impacts, both within and beyond City boundaries. The developer of the University District agreed to make payments to fund mitigation for those regional impacts.

It was determined that the SCTA was the most appropriate entity to hold these funds and was charged with allocating the funds to eligible projects via a to be determined process. At the time, traffic impacts in the Penngrove area were an unmitigated concern and a high priority for the County and the SCTA already had a financial commitment, through Measure M, to a project that would improve circulation in the Penngrove Area.

Development of the University District, imminent in 2007, took much longer as a result of the economic downturn the following year. Now in 2017, Rohnert Park has begun to collect fees and pass them to the SCTA as per the agreement.

In the intervening decade traffic conditions and project priorities have shifted. A review of the potential projects described the original agreement should be undertaken with Rohnert Park staff and legal counsel to determine the best and most appropriate use of the funds moving forward.

Policy Impacts:
The concept of regional traffic mitigation fees has been discussed several times since 2002. The tension was historically trying to balance the needs of existing residents and impacts of new development. The vast difference between the amount of potential funds collected from new development and the high cost of infrastructure projects diminished the viability of a regional fee program until Measure M was approved by voters to help relieve the traffic impacts from existing residents.
Financial Impacts:
A total of $704,831.85 in Regional Traffic Mitigation Funds have been received to date from the City of Rohnert Park.

Recommended Action:
Direct staff to work with the City of Rohnert Park and legal counsel to review the Agreement and identify and analyze potential projects. Staff would return to SCTA with a process to determine an appropriate list of projects at a later date.
AGREEMENT FOR DISPOSITION OF REGIONAL TRAFFIC MITIGATION FUND FROM THE UNIVERSITY DISTRICT SPECIFIC PLAN

BETWEEN

THE SONOMA COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ROHNERT PARK

This Agreement for Disposition of Regional Traffic Impact Funds from the University District Project (hereinafter "Agreement") is made and entered into as of February 5, 2007 ("Effective Date") by and between the CITY OF ROHNERT PARK ("CITY") and the SONOMA COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY").

RECATALS

1. On July 25, 2006, CITY adopted Ordinance No. 761 approving a development agreement ("UDSP Development Agreement") between CITY and University District LLC and Vast Oak Properties L.P. ("Developer") for development of that certain property known as the University District Specific Plan, which is described and depicted in Exhibit "A" attached hereto ("UDSP Project").

2. The UDSP Project environmental impact report ("UDSP EIR") identified regional traffic impacts that the Developer and CITY are unable to mitigate unilaterally primarily because they are outside CITY's jurisdiction.

3. Section 4.02 of the UDSP Development Agreement (attached hereto as Exhibit "B" and incorporated by reference herein) includes a provision requiring Developer to pay to CITY $3,500 per market rate residential unit toward mitigating regional traffic impacts ("Impact Fees") until such time as a regional traffic impact fee is established. After establishment of such a regional traffic impact fee, Developer shall pay the regional traffic impact fee in lieu of the $3,500 per unit. Under the UDSP Development Agreement, Impact Fees are to be used exclusively for regional traffic improvements (projects located outside of the Urban Growth Boundary of the City of Rohnert Park) approved by CITY which mitigate regional traffic impacts identified in the UDSP EIR ("Regional Traffic Projects").

4. Regional Traffic Projects eligible for funding under this Agreement may include projects that will relieve traffic in the Penngrove area. Based upon the transportation and traffic analysis in Section 3.11 of the UDSP EIR, the unincorporated Penngrove area will experience a significant increase in the level of traffic congestion due to the UDSP development. The AUTHORITY will establish a process to allocate Impact Fees to Regional Traffic Projects in conjunction with Measure M sales tax funds and other available funding sources.

5. Mitigation of the regional traffic impacts of the University District Specific Plan through execution by CITY and AUTHORITY of this Agreement is a condition to approval
by the Local Agency Formation Commission of the County of Sonoma of the University District Specific Plan and the annexation of the area within the plan into CITY. In order to assist CITY to meet this condition of approval, CITY has proposed that those Impact Fees collected by Developer be transferred by CITY to AUTHORITY for use by AUTHORITY to fund Regional Traffic Projects.

6. AUTHORITY warrants to CITY that AUTHORITY is capable of and possesses the skill, experience, ability, background, certification, and knowledge to approve, fund, and oversee the Regional Traffic Projects and to allocate the Impact Fees to such projects only.

7. CITY wishes to transfer to AUTHORITY all Impact Fees collected from Developer, and AUTHORITY is willing to accept such Impact Fees and to allocate those Impact Fees exclusively to Regional Traffic Projects, in compliance with Section 4.02 of the UDSP Development Agreement.

8. AUTHORITY and CITY desire to enter into this Agreement to define a framework to enable the two parties to work cooperatively in funding and managing Regional Traffic Projects.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and CITY do hereby agree as follows:

SECTION I

CITY AGREES:

1. Payment of Regional Traffic Impact Funds. CITY shall, on an annual basis, transfer all Impact Fees collected from Developer pursuant to Section 4.02 of the UDSP Development Agreement (the "Regional Traffic Impact Funds") to AUTHORITY for allocation to Regional Traffic Projects.

2. Delegation of Authority. CITY hereby delegates to AUTHORITY its authority and responsibility under Section 4.02 of the UDSP Development Agreement to approve Regional Traffic Projects for the specific purpose of mitigating regional traffic impacts identified in the UDSP EIR; provided, however, that AUTHORITY shall not approve any Regional Traffic Project without first consulting with CITY as provided in Section II, Paragraph 1 below.

SECTION II

AUTHORITY AGREES:

1. Performance of Regional Traffic Projects. AUTHORITY shall be responsible for approval of, and allocation of Regional Traffic Impact Funds to, Regional Traffic Projects to be implemented by eligible public entities. AUTHORITY shall consult with CITY prior to
making any final decision to approve any Regional Traffic Project.

2. **Allocation of Funds.** **AUTHORITY** shall allocate the Regional Traffic Impact Funds exclusively to those Regional Traffic Projects which serve the specific purpose of mitigating regional traffic impacts as identified in the UDSP EIR. If **CITY** consents to **AUTHORITY**’s approval of a Regional Traffic Project during the consultation required by Section II, Paragraph 1, it shall be conclusively presumed that such Regional Traffic Project serves the specific purpose of mitigating regional traffic impacts as identified in the UDSP EIR.

3. **Segregation of Funds.** **AUTHORITY** shall hold the Regional Traffic Impact Funds in a separate, unique account and allocate interest earned on held funds to said account.

4. **Return of Funds.** **AUTHORITY** shall return to **CITY** any funds in the Regional Traffic Impact Funds account that have not been committed in writing or expended by **AUTHORITY** for the construction of the Regional Traffic Projects as of August 24, 2021.

5. **Administrative Expenses.** **AUTHORITY** shall charge reasonable administrative expenses to the Regional Traffic Impact Funds account similar to those expenses incurred in administering Measure M monies.

6. **Reporting Requirements.** **AUTHORITY** shall provide **CITY** with an annual accounting of revenue, interest, and expenditures relating to the Regional Traffic Impact Funds.

7. **Compliance with Laws.** With regard to the Regional Traffic Projects, **AUTHORITY** shall at all times use reasonable care to comply with all applicable laws of the United States, the State of California, the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. Notwithstanding the foregoing, **CITY** recognizes and understands that legal challenges to the Regional Traffic Projects may occur, and **CITY** agrees that **AUTHORITY** shall not be deemed to have breached the provisions of this Paragraph solely because a legal challenge to a Regional Traffic Project is successful.

8. **Records.** For the duration of the Agreement, and for five (5) years following the discharge of this Agreement, **AUTHORITY** shall make available to **CITY** all records relating to the performance of this Agreement.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. **Term.** This Agreement will remain in effect until discharged as provided in Paragraph 2 or 12 of this Section III.

2. **Discharge.** This Agreement shall be subject to discharge as follows:
a. This Agreement may be canceled by a party for breach of any material obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of Paragraph 2(b) below, except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is canceled by CITY because AUTHORITY has failed to meet the requirements to use the Regional Traffic Impact Funds towards regional traffic impacts identified in the UDSP EIR, CITY may, at its option, demand repayment of all unexpended and uncommitted funds and funds determined by audit not to have been expended or committed as provided for in this Agreement, with interest accrued thereon.

b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, AUTHORITY shall repay to CITY any unexpended and uncommitted funds originally provided to AUTHORITY under this Agreement, and any interest that has accrued thereon.

c. Notwithstanding anything in this Section III, Paragraph 2 to the contrary, CITY may not discharge, cancel, or terminate this Agreement if AUTHORITY has entered into an agreement with any third party for the funding and implementation of any Regional Traffic Project to be funded, in whole or in part, by Regional Traffic Impact Funds provided or to be provided by CITY under this Agreement, and the discharge, cancellation, or termination would preclude AUTHORITY from fully performing its duties and obligations under the third-party agreement, unless such discharge, cancellation, or termination is due to AUTHORITY's breach of any uncured, material obligation, covenant, or condition hereof, in which event CITY may discharge, cancel, or terminate this Agreement under the provisions of Section III, Paragraph 2(a) notwithstanding any third party agreement.

3. Indemnity. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”) (including the Indemnified Party’s supervisors, officers, agents, and employees) from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s own negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent caused by or due to the negligence or willful misconduct of the Indemnified Party. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

UDSP Regional Traffic Impact Funds Disposition Agreement
City of Rohnert Park
Page 4 of 7
4. **Notices.** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

   **To CITY:**
   Darrin Jenkins  
   City of Rohnert Park  
   6750 Commerce Blvd.  
   Rohnert Park, CA 94928  
   707-588-2200  
   dajenkins@rpcity.org

   **To AUTHORITY:**
   Suzanne Smith  
   Executive Director  
   Sonoma County Transportation Authority  
   520 Mendocino Avenue, Suite 240  
   Santa Rosa, CA 95401  
   707-565-5373  
   suzsmith@sctainfo.org

5. **Additional Acts and Documents.** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

6. **Integration.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7. **Amendment.** This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

8. **Independent Agency.** AUTHORITY renders its services under this Agreement as an independent agency. None of the AUTHORITY's agents or employees shall be agents or employees of the CITY.

9. **Assignment.** The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

10. **Successors.** This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the AUTHORITY or CITY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
11. **Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

12. **Survival.** The covenants and obligations in Section II, Paragraphs 4, 6, and 8, and indemnification in Section III, Paragraph 3 of this Agreement shall survive the discharge (by cancellation or earlier termination) of this Agreement.

13. **Limitation.** All obligations of CITY to transfer funds under the terms of this Agreement are expressly subject to CITY's continued authorization to collect and transfer the Impact Fees provided by Developer. If for any reason CITY's right to collect or expend such Impact Fees is terminated or suspended in whole or part, CITY shall promptly notify AUTHORITY, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be terminated.

[Signatures to Follow on Next Page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ROHNERT PARK

By: Vicki Vidak-Martinez, Mayor
Per Resolution No. 2007-15 adopted by the City Council at its meeting of January 23, 2007
ATTEST:

By: Terri Griffin, Deputy City Clerk

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: Robert John, Chairman
APPROVED AS TO SUBSTANCE:

By: Suzanne Smith, Executive Director
APPROVED AS TO LEGAL FORM:

By: City Attorney
APPROVED AS TO LEGAL FORM:

By: Authority Counsel
University District Specific Plan Regional Traffic Mitigation Funds Disposition Agreement

Between the SONOMA COUNTY TRANSPORTATION AUTHORITY and CITY OF ROHNERT PARK

EXHIBIT A

DESCRIPTION AND DEPICTION OF UDSP PROPERTY

(For Staff Insertion)
Exhibit A
Description and Depiction of UDSP Property

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

Parcel One:

Lying in Rancho Cotati and being a portion of the lands of Henry Himebauch Anderson as described in Book 864 of Official Records at Page 194, being more particularly described as follows:

Beginning at a point on the Westerly property line of the lands of Anderson, said point being the Southeast corner of Parcel IV of the lands of the County of Sonoma as described in Book 2166 of Official Records, at Page 300 said point bears North 89° 23' 40" East 190.01 feet from a set iron pipe; thence leaving said line North 89° 23' 40" East 1692.29 feet to the Northwest corner of the parcel conveyed to the State of California by deed recorded March 28, 1967 in Book 2260 of Official Records, Page 173, Sonoma County Records; thence along the West line of said parcel South 0° 02' 40" West 300 feet to a point; thence North 89° 23' 40" East 95 feet to a point; thence South 0° 02' 40" West 80 feet to a point; thence South 89° 23' 40" West 95 feet to a point; thence South 0° 02' 40" West 510 feet to the South line of said Anderson parcel; thence West along said South line 1692.29 feet to the Southwest corner of said Anderson parcel; thence North 0° 02' 20" West 871.50 feet to the point of beginning.

Parcel Two:

An easement for private and public road and incidental purposes over the following described parcel:

Beginning at a point which bears North 89° 23' 40" East 95 feet distant from the Northeast corner of the above described parcel; thence North 89° 23' 40" East 100 feet; thence South 0° 02' 40" West 380 feet; thence South 89° 23' 40" West 100 feet to a point; thence North 0° 02' 40" East 380 feet to the point of beginning.

APN: 047-131-026-000 and 047-131-027-000
Exhibit A
Description and Depiction of UDSP Property

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

TRACT ONE

Parcel One

Being a portion of that tract conveyed to Frank H. Denman and George B. Murphy and David R. Risk and James C. Risk, by Deed dated February 23, 1911 and recorded in Book 272 of Deeds, page 200, Sonoma County Records, and commencing at a stake marked 30 and 31, standing on the South boundary of the lands conveyed to Denman and Murphy by said Risk Brothers, from which a stake marked "Risk" standing at the Southwest corner of said land bears West 40.45 chains distant; thence along the South boundary of said lands East, 10.32 chains to a stake marked 32 and 33; thence North across said lands, at 19.15 chains a stake marked 32 and 33, standing on the South side of a road laid out across said lands of Denman and Murphy, at 19.45 chains to the center of said road; thence along the center of said road South 89° 30' West, 10.32 chains to a point from which a stake marked 30 and 31 standing on the South side of said road bears South 30 links distant; thence South 19.35 chains to the point of beginning.

Parcel Two

An easement 60 feet in width for general road and public utility purposes, the centerline of which is the same as the East line of the parcel of land conveyed to James Talsby by Deed recorded in Book 2307 at page 590, Sonoma County Records.

APN: 045-262-001

TRACT TWO

Parcel One

Being a portion of the tract conveyed to Frank H. Denman and Geo B. Murphy, by David R. Risk and James C. Risk by Deed dated February 23, 1911 and recorded in Book 272 of Deeds, Page 200, Sonoma County Records, and commencing at a stake marked "34", standing on the South boundary of said lands and at the Northeast corner of Lands conveyed to Geo H. Anderson by Cotati Company, by Deed recorded in Book 181 of Deeds, Page 477, and Sonoma County Records; thence along said line West 10.26 chains to a stake marked 32 and 33; thence North 19.15 chains to a stake marked 32 and 33, standing on the South line of a 40 foot road laid out across said lands of Frank H Denman and Geo B. Murphy, and along South line of lands of H. Comstock, at 19.45 chains to center of road; thence along center of same, North 89° 30' East, 10.26 chains; thence leaving said road South 30 links, a stake marked 34 and 35, standing on the South side of said road, 19.57 chains the point of commencement.

Excepting therefrom any portion of said land lying Easterly of the agreed boundary line as described in that certain Boundary Line Agreement and Quitclaim Deed executed by and between North Bay Title Company and Cottonwood Enterprises recorded March 21, 1994 under Document No. 1994 0037471 Sonoma County Records

Also excepting therefrom any portion of said land lying Easterly of the agreed boundary line as

First American Title
Exhibit A
Description and Depiction of UDSP Property
University District Specific Plan Regional Traffic Mitigation Funds Disposition Agreement

Between the SONOMA COUNTY TRANSPORTATION AUTHORITY
and CITY OF Rohnert Park

EXHIBIT B

SECTION 4.02 OF UDSP DEVELOPMENT AGREEMENT

Section 4.02 Regional Traffic Improvement Fee.

Developer agrees to pay, at the time of issuance of a building permit for each residential and/or commercial unit or building within the Project, any future regional traffic improvement impact fee enacted by City (or by City, other area municipalities and/or the County of Sonoma) pursuant to the Mitigation Fee Act (Government Code Section 66000, et seq.) that is consistently applied on a city-wide basis to all substantially similar types of development projects. If no regional traffic impact fee has been enacted at the time of issuance of a building permit for such residential or commercial unit or building, then Developer shall pay City, at the time of permit issuance, a fee ("Regional Traffic Fee") equal to Three Thousand Five Hundred Dollars ($3,500) for each market rate residential unit to mitigate the regional traffic impacts of the Project. Developer shall be entitled to a credit against the Regional Traffic Fee for Developer's actual out-of-pocket costs paid to unaffiliated third parties in connection with Developer's construction and installation of City approved regional traffic improvements, if any. For purposes of this Section 4.02, City approved regional traffic improvements shall include regional roadway and traffic improvements that mitigate regional traffic impacts identified in the EIR, as selected by City from time to time in its discretion. Roadway and traffic improvements included within the PFFP or required by the Project Approvals or the MMRP, including the Rohnert Park Expressway and Keiser Avenue improvements and various traffic signals on Petaluma Hill Road, shall not be considered City approved regional traffic improvements for purposes of this Section 4.02. All Regional Traffic Fees paid by Developer shall be held by City in a separate account and used exclusively for City approved regional traffic improvements which mitigate regional traffic impacts identified in the EIR. If, within fifteen (15) years of the Effective Date of this Agreement, such Regional Traffic Fees have not been committed in writing or expended by City for the construction of regional traffic improvements that meet the criteria set forth above, City shall return such unexpended and uncommitted Regional Traffic Fees to Developer.

In consideration of Developer's agreement to pay the Regional Traffic Fee as provided in subsection 4.02A, above, City covenants that for the five (5) year period commencing on the Effective Date and continuing until the fifth (5th) anniversary thereof, City will not enter into any development agreement pursuant to the Development Agreement Statute for any residential development within a Specific Plan area or for any other residential project that includes 100 or more market rate dwelling units, unless such development agreement contains a provision obligating the developer of such project to pay a regional traffic improvement fee, the amount of which shall be determined by City in its reasonable discretion based upon the project's regional traffic impacts, as identified in the applicable CEQA document.
for the project. City's obligations under this subsection 4.02B shall immediately terminate in the event that City, by itself or in cooperation with other area municipalities, enacts a regional traffic improvement impact fee pursuant to the Mitigation Fee Act.
Staff Report

To: SCTA/RCPA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.4 – Role of SCTA/RCPA and member jurisdiction in planning, community building, resiliency and funding during wildfire recovery

Date: November 13, 2017

Issue:
How best can the SCTA/RCPA team assist in the wildfire recovery?

Background:
Following the wildfires that began on October 9, 2017 the SCTA/RCPA staff have been actively involved in multiple aspects of emergency response, planning, housing, community impact assessment, resiliency, funding and incentives, and recovery efforts.

Staff was involved in the Emergency Operations Center at Sonoma County helping with GIS mapping and shelter logistics and is currently helping with communications and web development for recovery efforts. In addition, we have convened meetings of key planning staff from all of the cities and the County and regional agency staff from MTC/ABAG to share information about recovery efforts.

Our focus to date has centered on housing and in particular issues related to CEQA, energy efficiency, incentive and funding opportunities, building code, resiliency planning, emergency ordinances, accessory dwelling units and communication.

Policy Impacts:
Our governance structure and role as planning and funding agencies plus our partnerships with regional agencies is aligned with this effort generally, but staff is seeking direction on any other way SCTA/RCPA can provide assistance.

Fiscal Impacts:
There may be minimal impacts to budget due to staffing during the fire. Future efforts are aligned with our missions but will not likely be reimbursable from grants. We will track this through the rest of the fiscal year and return with updates if any budget issues arise.

Staff Recommendation:
Provide any guidance to staff as to how SCTA/RCPA can serve the cities and County during the wildfire recovery.
Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 4.5 – Shift Sonoma County Plan (ACTION)*
Date: November 13, 2017

Issue:
Shall the Board adopt the final Shift Sonoma County Low Carbon Transportation Action Plan?

Background:
The SCTA and RCPA were awarded a planning grant from the Strategic Growth Council to develop the Shift Sonoma County Plan, a low carbon transportation action plan. The purpose of the project was to assess the feasibility of various transportation solutions in Sonoma County, and to identify high priority local actions to implement them. The Comprehensive Transportation Plan and Climate Action 2020 and Beyond laid the foundations of this project, by identifying the role that transportation demand management, bike share, car share, and electric vehicles can play in achieving local climate and transportation goals.

The Public Draft version of the Plan was presented to the Board in July for feedback, prior to a two-month long outreach effort to solicit additional community and stakeholder input.

The outreach process included a series of public workshops and presentations, to local Councils, the Sonoma Clean Power Board, and SCTA/RCPA committees. In addition, the final plan was informed by input provided via a series of surveys:

- Shift Sonoma County Strategy Survey (September 2017, 59 participants)
- Sonoma County Transportation Survey (January 2017, 327 participants)
- Shift Sonoma County Market Surveys (2016)
- Sonoma County Comprehensive Transportation Plan Survey (2015, 334 participants)

The feedback helped guide specific barriers that are addressed through the proposed actions from the Shift plan. As the plan leads to implementation of these strategies, public awareness and understanding of new mobility options will continue to be a priority and challenge.

Staff also compiled feedback received from the Board and outreach process and tried to address as much as possible through final edits to improve the clarity and organization of the document, and make it more responsive to community priorities.

The following major updates were made:

- Added a section on equity to each strategy chapter, and added a map of local communities of concern
- Added a marketing/outreach implementation section
- Added a section on public outreach and plan development process
• Added some clarity about what this plan does/doesn’t do
• Added a column to the action lists that identifies that implementing entities
• Added citations, references, and additional general resources
• Updated tables with titles and sources
• Added recommended actions, per stakeholder input, including:
  o Added an action to combine charging with solar carports/canopies
  o Added car dealerships to coordination section
  o Suggested "Standardization of price structures for charging stations countywide" per Local Government EV Partnership input
  o Added language around Autonomous Vehicles and planning for the future
  o Added joining the West Coast Fleet Initiative
  o Added public-private partnerships to expand EV charging infrastructure in Sonoma County
  o Added policy recommendations favoring ridesharing when partnering with transportation network companies
  o Added bike share education in lower income and non-English speaking communities
  o Added bike share partnerships with tourism-related businesses and bike shops
  o Added policy recommendations for reduced parking requirements when incorporating bike share or car share in new developments
• Combined similar actions for simplicity

Staff also made some grammatical and formatting improvements to make the document look and read better.

Next Steps
If the Board approves of the edits made in this final Plan, staff will publish it and post sections of it online in more accessible formats. The remainder of the Shift budget and scope will focus on marketing and outreach related to the Shift solutions, encouraging residents to utilize strategies and get out of their single occupancy vehicles, and supporting SCTA/RCPA members in using Shift toolkit resources to take priority actions.

Also, unlike traditional comprehensive plans, the Shift Plan is very implementation focused, and is therefore intended to be revised as new ideas emerge and lessons are learned. Staff anticipate updating data and recommendations within the Shift Plan in the future, without completing another multi-year planning effort.

Policy Impacts:
Low carbon transportation options are essential to the mission of both agencies and are in alignment with the 2016 Comprehensive Transportation Plan and the RCPA’s Regional Climate Action Plan. Adoption of the Final Shift Sonoma County Plan will provide direction to SCTA/RCPA staff on implementation priorities. Recommendations in the plan may also be considered for policy action in SCTA/RCPA Member jurisdictions.

Fiscal Impacts:
Work on the Shift Sonoma County Plan is funded by a Strategic Growth Council grant that must be completed by the end of calendar year 2017.

Staff Recommendation:
That the Board adopt the final Shift Sonoma County Low Carbon Transportation Action Plan and consider implementing actions within local jurisdictions.
Staff Report

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Re: 4.6 – Community Affairs Update
Date: November 13, 2017

News

Highway 37
A series of four informational open houses on the Highway 37 Improvement Plan were held in response to impacts from sea-level rise, flooding and increased traffic along the corridor. The counties of Marin, Napa, Sonoma and Solano, in partnership with Caltrans and the MTC, are planning to improve access and safety along Highway 37. The Open Houses will aim to:

- Inform residents and Highway 37 users about the status of the planning process; and
- Provide an opportunity for participants to share their concerns and provide feedback.

Home Energy Workshops
Residents were invited to attend a series of free workshops to learn about energy-efficiency, water-use efficiency, solar, financing options, and electric vehicles. The eleven workshops were hosted by The Sonoma County Library along with the Energy and Sustainability at libraries in Santa Rosa, Sonoma, Petaluma, Guerneville, Rohnert Park, Cloverdale, Windsor, and Healdsburg.

Adapting to Rising Tides
Staff attended a recent “Adapting to Rising Tides” (ART) working group meeting on addressing the threats to the Bay Area posed by climate change and sea level rise. The goals of the program are to increase resilience of Bay Area Transportation Systems, improve safety and increase public outreach and engagement on rising sea levels (among others). More info:

http://www.adaptingtorisingtides.org/art-bay-area-regional-working-group-meeting-1/

Infrastructure Champion
SCTA/RCPA Chair David Rabbitt has been selected as “Infrastructure Champion Award of the Year” by the American Council of Engineering Companies (ACEC)-CA North Coast Chapter. The award honors a public official who has made significant contributions toward development of critical community infrastructure.

Executive Director Suzanne Smith presented to the Taxpayer Association in September and attended the Bay Area Partnership Meeting on 10/2. The Hwy 101 forum hosted by the Press Democrat, originally set for 10/25, will be rescheduled due to the recent wildfires in the North Bay.
Car sharing comes to Santa Rosa with Zipcar

Santa Rosa residents and employees can now take advantage of complimentary annual Zipcar memberships thanks to subsidies provided by a grant through the SCTA. Through the partnership, two Zipcars are now available for reservation in City-owned parking spots at the Downtown Santa Rosa Sonoma-Marin Area Rail Transit (SMART) Station and in a surface lot downtown. To receive a discounted membership, visit Zipcar.com/SantaRosa.

Upcoming Events

- 11/1 - Home Energy Workshop, 6:00 - 7:30 p.m., Cloverdale Regional Library, 401 North Cloverdale Blvd., Cloverdale, http://sonomacounty.ca.gov/energy
- 11/4 – Zero Waste Curious?, 6:30 p.m., Sebastopol Grange, 6000 Sebastopol Ave, Sebastopol

Partner news
SCP Drive EverGreen Program

Sonoma Clean Power’s Drive EverGreen program has been extended through 11/30/2017 due to the fire disaster. As of 10/23 325 EVs have been sold or leased using the program. Customers of Sonoma Clean Power can save thousands with purchase credits and incentives on EVs at local dealers: Jim Bone Kia & Nissan, Hansel BMW, Hansel Ford, Hansel Volkswagen, Mercedes-Benz of Santa Rosa and Platinum Chevrolet. The program also offers discounts on used vehicles from Nissan, BMW and Tesla. Discounted charging equipment will also be available through 6/30/2018. Learn more at DriveEV.org.

Social media / Community outreach / Media coverage

SCTA Facebook:
- 457 likes (+10 in the last month)
- 9,331 people reached in the last month

RCPA Facebook:
- 524 likes (+2 in the last month)
- 2,421 people reached in the last month

CA37 Facebook:
- 210 likes (+7 since last month)
- 895 people reached in the last month

Newsletter:
- Monthly newsletters for SCTA and RCPA were sent on July 18 and August 16, 2017
- The SCTA newsletter was sent to 367 recipients with a 29% open and 7% click rate
- The RCPA newsletter was sent to 186 recipients with a 39% open and 9% click rate

Other notes:
- SCTA website is averaging 135 visits/day
- RCPA website is averaging 68 visits/day
- Top RCPA webpages are the Homepage, Shift, Contact, Library, and SR 37 pages
- Top SCTA webpages are the Homepage, CA2020, About, and Collaboration pages.
- Twitter has lower public interest (SCTA has 62 followers, RCPA has 96 and SR37 has 8)

**Media**

Highway 37 toll floated to hasten flood fixes, repairs
Marin Independent Journal – September 3, 2017
http://www.marinij.com/article/NO/20170903/NEWS/170909918

Agency won’t appeal successful legal challenge of Sonoma County climate action plan
The Press Democrat – September 14, 2017

$4.4 Billion Bay Area Transportation Plan — to Be Paid for by Higher Bridge Tolls — Sent to Governor
KQED - September 15, 2017

Highway 37: Marin officials seek solutions for flood-prone road
Marin Independent Journal – September 21, 2017
http://www.marinij.com/general-news/20170921/highway-37-marin-officials-seek-solutions-for-
flood-prone-road

Rebuild State Route 37 to address sea level rise and traffic
San Francisco Chronicle – September 21, 2017
http://www.sfchronicle.com/opinion/article/Rebuild-State-Route-37-to-address-sea-level-rise-
12219708.php

Officials eye funding for Highway 101 widening
Argus-Courier - September 21, 2017

California’s wildfires aren’t “natural” — humans made them worse at every step
Vox - October 16, 2017
https://www.vox.com/energy-and-environment/2017/10/12/16458242/risk-wildfires-worse-climate-
change-california-san-francisco-los-angeles

Petaluma transportation forum canceled
Argus-Courier - October 25, 2017

Sonoma County hazard plan foresaw deadly Wine Country fire
San Francisco Chronicle - October 27, 2017
12310097.php
Photos:

New six lane bridge over San Antonio creek ready for concrete to be poured

Drive Electric Day, 9/9/17

Shift Workshop, 9/14/17
Staff Report

To:  SCTA Board of Directors
From:  Suzanne Smith, Executive Director
        James Cameron, Director of Projects and Programming
Item:  4.7.1– FY17/18 Measure M Final Budget
Date:  November 13, 2017

Issue:
Shall the SCTA adopt a final budget for Measure M for FY17/18?

Background:
Each year, the SCTA must adopt three Final Budgets in order for operations to continue. The three budgets cover the SCTA general operations, Measure M and the Transportation Fund for Clean Air (TFCA).

This staff report covers the FY17/18 Measure M Final Budget. Prior year information is included with FY16/17 actual revenues and expenditures.

Under the Measure M program, the SCTA must adopt a summary budget that includes all the individual budgets for each program category included in the Measure as well as separate budgets for the bond proceeds and bond debt service. Once revenue for the full sales tax program has been estimated it is then assigned to each program category based on the percent prescribed in Measure M. The Measure M Final Budget also includes anticipated expenses related to projects and administration within each program category. This budget action enables Measure M funds to be kept separately from other SCTA funds.

The Measure M Final Budget for FY17/18 has been prepared assuming a 3% growth in sales tax revenue projection over the FY16/17 actual sales tax revenues. The sales tax revenue projections are based on revenues received from the Board of Equalization (BOE). BOE revenues are received approximately three months behind fiscal year reporting timelines. Per generally accepted accounting principles (GAAP), SCTA reports revenues when they are earned and can be measured. Due to the length of time between when SCTA earns sales tax revenues and when the BOE sends those funds to the SCTA, SCTA needs to establish a sales tax receivable at the end of each fiscal year. The County’s Enterprise Financial System (EFS) entry is made by projecting the revenues for the first two months of the next fiscal year to estimate the final year-end sales tax revenue amount. Therefore, the first two months of sales tax revenues in FY17/18 are booked as receivables in EFS FY16/17. As a result, BOE revenues and EFS sales tax revenues are out of sync at the same moment in time.

In addition to sales tax revenue, the Measure M Final Budget for FY17/18 includes a projection on interest earned on deposits as well as reimbursements from other agencies based on cooperative agreements. Reimbursement revenue includes anticipated deposits from the City of Petaluma for design of the Rainier structure as part of MSN-C2, deposits from the City of Petaluma for the close out of the Old Redwood Highway Interchange with the Highway 101 Central-C project, and deposits from Caltrans Local Assistance for the federally reimbursable design of the Highway 101 Marin Sonoma Narrows Median Widening project (MSN B2 Phase 2).
The Measure M Final Budget also includes anticipated expenses related to projects and administration based on the 2017 Measure M Strategic Plan, programming actions approved by the Board since the adoption of the 2017 Measure M Strategic Plan, and the most recent cash flow model. The Measure M Cash Flow Model incorporates audited sales tax revenues. The expenditures associated with Measure M are focused on project costs and administration. The FY17/18 Measure M Final Budget includes funding for all of the program categories including the following specific items:

- Project allocations including construction capital & support, right-of-way capital & support, conservation mitigation credits, and pre-construction project development phases
- Consultant services from URS (AECOM) and BKF for design services for Highway 101; Parsons Transportation for design of the 116/121 intersection, KNN for financial advisory services; VCA for project management; and Pisenti & Brinker, LLP, for audit services
- Accounting services
- Legal services (including legal services related to right-of-way acquisitions on Hwy 101 projects)
- Office expenses and printing services
- SCTA staff
- Interest and principal from the passenger rail program to the LSP program for a $2.8 Million 2014 inter-program loan.
- Bond interest and principal payments for 2011 Bonds and 2015 Bonds.

There are no planned loans from the LSP program to the Bike/Pedestrian program in FY 17/18. The current Cash Flow Model predicts a $20,000 Loan from LSP program to the Bike/Pedestrian program will be needed in FY 18/19. The loan from the LSP program to the Rail program approved in FY 13/14 began repayment to LSP in FY14/15 and will continue through FY20/21.

**Policy Impacts:**

None.

**Fiscal Impacts:**

Sales tax revenues (BOE revenues) for FY16/17 increased 4.3% over FY15/16 revenues. SCTA is projecting that revenues will continue to grow at a 3% rate for FY17/18. Expenditures are anticipated due to both project development work and construction operations on Highway 101 projects, Local Streets Projects, and Bicycle and Pedestrian projects.

The Measure M Cash Flow Model incorporates all the planned expenditures, anticipated revenues and reserve funds for Hwy 101 projects, a positive balance for the LSP program, and positive balance (including the FY18/19 loan from the LSP program) for the Bike/Pedestrian program. The Local Streets Rehabilitation (LSR), Local Bus Transit (LBT), and Administration programs will continue to receive allotted payments based on actual sales tax revenues.

**Staff Recommendation:**

The SCTA must adopt a Measure M Final Budget for FY17/18. The SCTA should consider the proposed Measure M Final Budgets and summary and, if they meet with the Board’s approval, adopt the Final Budget. Adoption of Resolution No. 2017-029 adopting the FY17/18 Measure M Final Budget requires a 2/3-majority vote. Therefore, the budget MUST receive eight (8) affirmative votes to pass.
Fiscal Year Revenue Re-Cap as of 6/30/2017

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>BOE YTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY04/05</td>
<td>$1,145,033.38</td>
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<tr>
<td>FY05/06</td>
<td>$17,324,361.72</td>
<td>12.88%</td>
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<tr>
<td>FY06/07</td>
<td>$19,555,567.21</td>
<td>12.88%</td>
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<tr>
<td>FY07/08</td>
<td>$18,849,654.14</td>
<td>-3.61%</td>
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<tr>
<td>FY08/09</td>
<td>$17,046,017.97</td>
<td>-9.57%</td>
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<tr>
<td>FY09/10</td>
<td>$15,351,089.59</td>
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</tr>
<tr>
<td>FY10/11</td>
<td>$16,311,451.92</td>
<td>6.26%</td>
</tr>
<tr>
<td>FY11/12</td>
<td>$17,609,444.65</td>
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<tr>
<td>FY12/13</td>
<td>$19,247,107.08</td>
<td>9.30%</td>
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<tr>
<td>FY13/14</td>
<td>$20,829,458.29</td>
<td>8.22%</td>
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<td>FY14/15</td>
<td>$21,272,759.23</td>
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<tr>
<td>FY15/16</td>
<td>$21,999,537.16</td>
<td>3.42%</td>
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<tr>
<td>FY16/17</td>
<td>$22,944,968.90</td>
<td>4.30%</td>
</tr>
</tbody>
</table>

BOE - Board of Equalization Deposits.
Deposits are estimates which are 2 months behind the sales tax being collected.
Estimated monthly BOE deposits then receive a quarterly true-up.

WHEREAS, a Measure M Final Budget for Fiscal Year 2017/2018 has been prepared by the Executive Director, reviewed by the Sonoma County Transportation Authority and attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Measure M Final Budget for Fiscal Year 2017/2018 for the Sonoma County Transportation Authority, attached hereto and marked Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED, that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

THE FOREGOING RESOLUTION was moved by Director ____, seconded by Director ____, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Coursey</td>
<td>Director Miller</td>
</tr>
<tr>
<td>Director Gorin</td>
<td>Director Rabbitt</td>
</tr>
<tr>
<td>Director Gurney</td>
<td>Director Russell</td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Zane</td>
</tr>
</tbody>
</table>

Ayes: ____ Noes: ____ Absent: ____ Abstain: ___

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
## Sonoma County Transportation Authority

### Measure M FY 2017-2018 Final Budget

#### Budget Summary for All Programs

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
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</thead>
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<td>-</td>
<td>-</td>
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<td>(500,000)</td>
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<td>(400,000)</td>
<td>(400,000)</td>
<td>(410,000)</td>
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<td>23,878,486</td>
<td>23,900,027</td>
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<td>24,337,747</td>
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<td>22,000</td>
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<td>1,860</td>
<td>1,860</td>
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<td>Books/Periodicals</td>
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<td>-</td>
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<td>Printing Services</td>
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<td>1,828</td>
<td>3,000</td>
<td>3,000</td>
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<td>6,105,000</td>
<td>6,135,000</td>
<td>6,139,000</td>
<td>6,379,000</td>
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<td>3,039,078</td>
<td>3,000,400</td>
<td>3,015,413</td>
<td>2,775,012</td>
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<td>24,000</td>
<td>-</td>
<td>19,000</td>
<td>20,000</td>
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<td>Debt Issuance Costs</td>
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<td>2,000</td>
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<td>-</td>
<td>-</td>
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<td>31,832,925</td>
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<td>-</td>
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<td>1,500,000</td>
<td>400,000</td>
<td>400,000</td>
<td>410,000</td>
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<tr>
<td>Advances Clearing</td>
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<td>(1,500,000)</td>
<td>(400,000)</td>
<td>(400,000)</td>
<td>(410,000)</td>
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<tr>
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<td>Ending Fund Bal.</td>
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<td>30,010,641</td>
<td>56,462,719</td>
<td>37,740,057</td>
<td>45,750,156</td>
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**Exhibit A**
### Sonoma County Transportation Authority
#### Measure M FY 2017-2018 Final Budget
##### Administration (1%)

**Dept ID:** 70030100  
**Fund:** 74651

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
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<td>215,187</td>
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<tr>
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<td>46029</td>
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<td>310</td>
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<td>500</td>
</tr>
</tbody>
</table>

**Total Revenues:** 218,191  
217,247  
229,560  
224,531  
234,510

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
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</thead>
<tbody>
<tr>
<td>51206</td>
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<td>10,884</td>
<td>22,000</td>
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<td>51211</td>
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<td>51919</td>
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**Total Expenses:** 144,811  
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142,273  
218,520  
243,520

<table>
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<tr>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>312,062</td>
<td>312,062</td>
<td>390,399</td>
<td>390,399</td>
<td>482,739</td>
</tr>
<tr>
<td>Revenues</td>
<td>218,191</td>
<td>217,247</td>
<td>229,560</td>
<td>224,531</td>
<td>234,510</td>
</tr>
<tr>
<td>Expenses</td>
<td>(144,811)</td>
<td>(218,020)</td>
<td>(142,273)</td>
<td>(218,520)</td>
<td>(243,520)</td>
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<tr>
<td>Adjustments</td>
<td>4,957</td>
<td>-</td>
<td>5,053</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in Encumbrances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>78,337</td>
<td>(773)</td>
<td>92,340</td>
<td>6,011</td>
<td>(9,010)</td>
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<tr>
<td>Ending Fund Balance</td>
<td>390,399</td>
<td>311,289</td>
<td>482,739</td>
<td>396,410</td>
<td>473,730</td>
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## Sonoma County Transportation Authority
### Measure M FY 2017-2018 Final Budget
#### Local Street Repairs (LSR - 20%)

**Dept ID:** 70030200  
**Fund 74652**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>4,312,207</td>
<td>4,303,744</td>
<td>4,505,054</td>
<td>4,441,574</td>
<td>4,640,205</td>
</tr>
<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>5,694</td>
<td>5,000</td>
<td>9,521</td>
<td>5,000</td>
<td>6,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Revenue</strong></td>
<td>4,317,901</td>
<td>4,308,744</td>
<td>4,514,575</td>
<td>4,446,574</td>
<td>4,646,205</td>
</tr>
<tr>
<td>52101</td>
<td>Misc Expense</td>
<td>450</td>
<td>300</td>
<td>33</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>53501</td>
<td>Contributions to Other Govts.</td>
<td>4,404,621</td>
<td>4,904,323</td>
<td>4,597,976</td>
<td>5,054,123</td>
<td>5,271,380</td>
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<tr>
<td></td>
<td><strong>Total Expenses</strong></td>
<td>4,405,071</td>
<td>4,904,623</td>
<td>4,598,009</td>
<td>5,054,423</td>
<td>5,271,680</td>
</tr>
</tbody>
</table>

|               |                              |                |                  |                |                |                |
|               | Beginning Fund Balance       | 595,879        | 595,879           | 607,849        | 607,849        | 625,475        |
|               | Revenues                     | 4,317,901      | 4,308,744         | 4,514,575      | 4,446,574      | 4,646,205      |
|               | Adjustments                  | 99,140         | 101,060           |                |                |                |
|               | Change in Encumbrances       |                |                  |                |                |                |
|               | Change in Fund Balance       | 11,970         | (595,879)         | 17,625         | (607,849)      | (625,475)      |
|               | Ending Fund Balance          | 607,849        | -                 | 625,475        | 0              | 0              |
### Sonoma County Transportation Authority
#### Measure M FY 2017-2018 Final Budget
##### Local Street Projects (LSP - 20%)

Dept ID: 70030300  
Fund 74653

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>FY 15-16 Actual</th>
<th>FY 15-16 Budgeted</th>
<th>FY 16-17 Actual</th>
<th>FY 16-17 Final</th>
<th>FY 17-18 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>4,312,207</td>
<td>4,303,744</td>
<td>4,505,054</td>
<td>4,441,574</td>
<td><strong>4,640,205</strong></td>
</tr>
<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>116,640</td>
<td>88,025</td>
<td>186,174</td>
<td>86,930</td>
<td>16,000</td>
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<tr>
<td>44003</td>
<td>Interest Earned</td>
<td>17,510</td>
<td>16,419</td>
<td>18,987</td>
<td>19,000</td>
<td>410,000</td>
</tr>
<tr>
<td>49002</td>
<td>Advances</td>
<td>(450,000)</td>
<td>(500,000)</td>
<td>400,000</td>
<td>400,000</td>
<td>(410,000)</td>
</tr>
<tr>
<td>49003</td>
<td>Advances - Clearing</td>
<td>450,000</td>
<td>500,000</td>
<td>(400,000)</td>
<td>(400,000)</td>
<td>(410,000)</td>
</tr>
</tbody>
</table>

**Total Revenue**  
4,446,358 | 4,408,188 | 4,710,215 | 4,547,504 | 4,746,205 |

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>FY 15-16 Actual</th>
<th>FY 15-16 Budgeted</th>
<th>FY 16-17 Actual</th>
<th>FY 16-17 Final</th>
<th>FY 17-18 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>51226</td>
<td>Consultants</td>
<td>487,108</td>
<td>1,025,000</td>
<td>370,985</td>
<td>2,000,000</td>
<td>1,900,000</td>
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<tr>
<td>52101</td>
<td>Misc Expense</td>
<td>450</td>
<td>300</td>
<td>33</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>53501</td>
<td>Contributions to Other Govts.</td>
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<td>12,499,000</td>
<td>578,086</td>
<td>8,600,000</td>
<td>6,500,000</td>
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<tr>
<td>59002</td>
<td>Advances</td>
<td>-</td>
<td>1,000,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>59003</td>
<td>Advances Clearing</td>
<td>-</td>
<td>(1,000,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</table>

**Total Expenses**  
2,964,473 | 13,524,300 | 949,103 | 10,600,300 | 8,400,300 |

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 15-16 Actual</th>
<th>FY 15-16 Budgeted</th>
<th>FY 16-17 Actual</th>
<th>FY 16-17 Final</th>
<th>FY 17-18 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>15,305,023</td>
<td>15,305,023</td>
<td>17,386,049</td>
<td>17,386,049</td>
<td>21,648,220</td>
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<tr>
<td>Revenues</td>
<td>4,446,358</td>
<td>4,408,188</td>
<td>4,710,215</td>
<td>4,547,504</td>
<td>4,746,205</td>
</tr>
<tr>
<td>Expenses</td>
<td>(2,964,473)</td>
<td>(13,524,300)</td>
<td>(949,103)</td>
<td>(10,600,300)</td>
<td>(8,400,300)</td>
</tr>
<tr>
<td>Adjustments</td>
<td>599,140</td>
<td>-</td>
<td>501,060</td>
<td>-</td>
<td>410,000</td>
</tr>
<tr>
<td>Change in Encumbrances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>2,081,026</td>
<td>(9,116,112)</td>
<td>4,262,172</td>
<td>(6,052,796)</td>
<td>(3,244,095)</td>
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<tr>
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<td>6,188,911</td>
<td>21,648,220</td>
<td>11,333,253</td>
<td>18,404,125</td>
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### Sonoma County Transportation Authority
#### Measure M FY 2017-2018 Final Budget
##### Highway 101 (40%)

Dept ID: 70030400  
Fund 74654

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>496,440</td>
<td>814,596</td>
<td>1,226,372</td>
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<td>1,462,995</td>
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<td>409,810</td>
<td>561,000</td>
<td>1,241,691</td>
<td>1,155,000</td>
<td>345,000</td>
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<tr>
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<td>County</td>
<td>-</td>
<td>369,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>42612</td>
<td>City of Petaluma</td>
<td>-</td>
<td>1,610,000</td>
<td>-</td>
<td>263,000</td>
<td>50,000</td>
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<td>Interest on Pooled Cash</td>
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<td>76,234</td>
<td>120,000</td>
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<tr>
<td>46200</td>
<td>Prior Year Revenue</td>
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<tr>
<td>46203</td>
<td>Prior Year Revenue - State</td>
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<td>30,266</td>
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<table>
<thead>
<tr>
<th>Total Revenue</th>
<th>FY 15-16</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,152,558</td>
<td>3,410,565</td>
<td>2,687,724</td>
<td>2,600,938</td>
<td>1,977,995</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>51201</td>
<td>Administration Costs</td>
<td>9,194</td>
<td>10,000</td>
<td>5,931</td>
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<td>12,000</td>
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<td>51207</td>
<td>Fiscal Accounting</td>
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<td>5,000</td>
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<td>-</td>
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<td>51211</td>
<td>Legal Services</td>
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<td>100,000</td>
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<tr>
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<td>800,000</td>
<td>544,466</td>
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<td>800,000</td>
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<td>51241</td>
<td>Outside Printing Services</td>
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<td>500</td>
<td>500</td>
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<td>51249</td>
<td>SCTA Staff Time</td>
<td>149,500</td>
<td>160,000</td>
<td>230,992</td>
<td>225,000</td>
<td>215,000</td>
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<tr>
<td>51301</td>
<td>Public/Legal Notices</td>
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<td>250</td>
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<td>-</td>
<td>-</td>
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<td>51602</td>
<td>Travel Expense</td>
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<td>10,000</td>
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<td>Misc Expense</td>
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<td>1,000</td>
<td>66</td>
<td>600</td>
<td>600</td>
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<td>52111</td>
<td>Office Expense</td>
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<td>-</td>
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<tr>
<td>52115</td>
<td>Books/Periodicals</td>
<td>-</td>
<td>500</td>
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<td>-</td>
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<tr>
<td>52117</td>
<td>Postage</td>
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<td>28</td>
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<tr>
<td>52162</td>
<td>Conservation Credits</td>
<td>-</td>
<td>15,000</td>
<td>-</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>53501</td>
<td>Contributions to Other Govs</td>
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<td>2,000,000</td>
<td>-</td>
<td>500,000</td>
<td>6,000,000</td>
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<td>57011</td>
<td>Transfers Out - Within a fund</td>
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<tr>
<td>59002</td>
<td>Advances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Expenses</th>
<th>FY 15-16</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,452,316</td>
<td>3,104,250</td>
<td>791,105</td>
<td>1,865,100</td>
<td>7,155,100</td>
</tr>
</tbody>
</table>

Beginning Fund Balance 15,284,571 15,284,571 15,246,842 15,246,842 17,222,356
Revenues 1,152,558 3,410,565 2,687,724 2,600,938 1,977,995
Expenses (1,452,316) (3,104,250) (791,105) (1,865,100) (7,155,100)
Adjustments 262,029 78,895 7,000,000
Change in Encumbrances (37,729) 306,315 1,975,514 735,838 1,822,895
Ending Fund Balance 15,246,842 15,590,886 17,222,356 15,982,680 19,045,251
### Sonoma County Transportation Authority

**Measure M FY 2017-2018 Final Budget**

**Highway 101 2011 Series Bonds - Debt Service Fund**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>2,228,662</td>
<td>2,201,784</td>
<td>2,237,644</td>
<td>2,205,097</td>
<td>2,204,916</td>
</tr>
<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>44003</td>
<td>Other Interest Earnings</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>47101</td>
<td>Transfer in within a Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Revenue**: 2,228,662 2,201,784 2,237,644 2,205,097 2,204,916

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>53101</td>
<td>Bond - Principal Payments</td>
<td>1,436,250</td>
<td>1,436,250</td>
<td>1,511,250</td>
<td>1,512,250</td>
<td>1,583,500</td>
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<tr>
<td>53103</td>
<td>Bond - Interest Payments</td>
<td>765,534</td>
<td>765,535</td>
<td>691,847</td>
<td>692,847</td>
<td>623,415</td>
</tr>
</tbody>
</table>

**Total Expenses**: 2,201,784 2,201,785 2,203,097 2,205,097 2,206,915

- **Beginning Fund Balance**: 1,288,969 1,288,969 1,315,846 1,315,846 1,350,393
- **Revenues**: 2,228,662 2,201,784 2,237,644 2,205,097 2,204,916
- **Expenses**: (2,201,784) (2,201,785) (2,203,097) (2,205,097) (2,206,915)
- **Adjustments**
- **Change in Encumbrances**: 26,877 (1) 34,547 - (1,999)
- **Change in Fund Balance**: 1,315,846 1,288,968 1,350,393 1,315,846 1,348,394
- **Ending Fund Balance**: 1,315,846 1,288,968 1,350,393 1,315,846 1,348,394
### Sonoma County Transportation Authority
**Measure M FY 2017-2018 Final Budget**
**Transit (10%)**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>2,156,104</td>
<td>2,151,871</td>
<td>2,252,527</td>
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<td>2,320,103</td>
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<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>2,832</td>
<td>1,490</td>
<td>4,685</td>
<td>3,000</td>
<td>3,000</td>
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<tr>
<td></td>
<td><strong>Total Revenue</strong></td>
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<td><strong>2,153,361</strong></td>
<td><strong>2,257,212</strong></td>
<td><strong>2,223,787</strong></td>
<td><strong>2,323,103</strong></td>
</tr>
<tr>
<td>52101</td>
<td>Misc Expense</td>
<td>225</td>
<td>150</td>
<td>17</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>53501</td>
<td>Contributions to Other Govts.</td>
<td>2,202,292</td>
<td>2,451,138</td>
<td>2,298,907</td>
<td>2,527,403</td>
<td>2,635,538</td>
</tr>
<tr>
<td></td>
<td><strong>Total Expenses</strong></td>
<td><strong>2,202,517</strong></td>
<td><strong>2,451,288</strong></td>
<td><strong>2,298,923</strong></td>
<td><strong>2,527,703</strong></td>
<td><strong>2,635,838</strong></td>
</tr>
</tbody>
</table>

- **Beginning Fund Balance**: 297,927
- **Revenues**: 2,158,936
- **Expenses**: (2,202,517)
- **Adjustments**: 49,570
- **Change in Fund Balance**: 5,989

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>297,927</td>
<td>297,927</td>
<td>303,916</td>
<td>303,916</td>
<td>312,735</td>
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<td>2,257,212</td>
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<td></td>
<td>(2,202,517)</td>
<td>(2,451,288)</td>
<td>(2,298,923)</td>
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<tr>
<td></td>
<td>49,570</td>
<td>50,530</td>
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<tr>
<td></td>
<td>5,989</td>
<td>(297,927)</td>
<td>8,819</td>
<td>(303,916)</td>
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<td><strong>303,916</strong></td>
<td>-</td>
<td><strong>312,735</strong></td>
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<td><strong>(0)</strong></td>
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## Sonoma County Transportation Authority
### Measure M FY 2017-2018 Final Budget
#### Passenger Rail (5%)

**Fund 74661**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
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<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
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</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
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<td>380,382</td>
<td>372,274</td>
<td>425,079</td>
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<td>7,445</td>
<td>(10,570)</td>
<td>9,129</td>
<td>8,000</td>
<td>10,000</td>
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<td></td>
<td><strong>Total Revenue</strong></td>
<td><strong>344,967</strong></td>
<td><strong>331,438</strong></td>
<td><strong>389,511</strong></td>
<td><strong>380,274</strong></td>
<td><strong>435,079</strong></td>
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<td>Administration Costs</td>
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<td>-</td>
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<td>-</td>
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<td>20,000</td>
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<td>59002</td>
<td>Advances</td>
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<td>500,000</td>
<td>400,000</td>
<td>400,000</td>
<td>410,000</td>
</tr>
<tr>
<td>59003</td>
<td>Advances Clearing</td>
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<td>(500,000)</td>
<td>(400,000)</td>
<td>(400,000)</td>
<td>(410,000)</td>
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</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>19,304</td>
<td>20,380</td>
<td>19,339</td>
<td>21,080</td>
<td>22,080</td>
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</table>

**Change in Fund Balance**

- Beginning Fund Balance: $185,913
- Revenues: $344,967
- Expenses: ($19,304)
- Adjustments: ($475,215)
- Change in Encumbrances: ($149,552)
- Change in Fund Balance: $311,058
- Ending Fund Balance: $36,361

**Final Fund Balance:**

<table>
<thead>
<tr>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34,798</td>
</tr>
</tbody>
</table>

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J:\SCTA Staff\Budget\FY17-18\FY17-18 Final Budget\MM Final Budget FY17-18.xlsx  
Rail 9/25/2017 5:19 AM
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<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>FY 15-16</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>738,827</td>
<td>733,928</td>
<td>745,881</td>
<td>736,366</td>
<td>734,972</td>
</tr>
<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>47101</td>
<td>Transfer in within a Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td>738,827</td>
<td>733,928</td>
<td>745,881</td>
<td>736,366</td>
<td>734,972</td>
</tr>
<tr>
<td>53101</td>
<td>Bond - Principal Payments</td>
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<td>478,750</td>
<td>503,750</td>
<td>504,750</td>
<td>528,500</td>
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<tr>
<td>53103</td>
<td>Bond - Interest Payments</td>
<td>255,178</td>
<td>255,179</td>
<td>230,616</td>
<td>231,616</td>
<td>208,472</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td></td>
<td>733,928</td>
<td>733,929</td>
<td>734,366</td>
<td>736,366</td>
<td>736,972</td>
</tr>
</tbody>
</table>

Beginning Fund Balance | 433,717 | 433,717 | 438,616 | 438,616 | 450,131 |
Revenues                | 738,827 | 733,928 | 745,881 | 736,366 | 734,972 |
Expenses                | (733,928) | (733,929) | (734,366) | (736,366) | (736,972) |
Adjustments             |         |         |         |         |        |
Change in Encumbrances  |         |         |         |         |        |
Change in Fund Balance  | 4,899   | (1)     | 11,515  |         | (2,000) |
Ending Fund Balance     | 438,616 | 433,716 | 450,131 | 438,616 | 448,131 |
<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>FY 15-16 Actual</th>
<th>FY 15-16 Budgeted</th>
<th>FY 16-17 Actual</th>
<th>FY 16-17 Final</th>
<th>FY 17-18 Final</th>
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<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
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<td>8,934</td>
<td>2,000</td>
<td>6,500</td>
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<tr>
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<td>Advances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>49003</td>
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<td>-</td>
<td>-</td>
<td>-</td>
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<td></td>
<td><strong>Total Revenue</strong></td>
<td><strong>865,029</strong></td>
<td><strong>860,780</strong></td>
<td><strong>909,945</strong></td>
<td><strong>890,315</strong></td>
<td><strong>934,541</strong></td>
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<td>51226</td>
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<td>60</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
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<td>Other Interest Expense</td>
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<td>-</td>
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<td>1,330,000</td>
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<td><strong>1,538,060</strong></td>
<td><strong>253,967</strong></td>
<td><strong>1,300,060</strong></td>
<td><strong>1,630,060</strong></td>
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<tr>
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<td>Beginning Fund Balance</td>
<td>6,346</td>
<td>6,346</td>
<td>550,030</td>
<td>550,030</td>
<td>1,226,220</td>
</tr>
<tr>
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<td>Revenues</td>
<td>865,029</td>
<td>860,780</td>
<td>909,945</td>
<td>890,315</td>
<td>934,541</td>
</tr>
<tr>
<td></td>
<td>Expenses</td>
<td>(341,173)</td>
<td>(1,538,060)</td>
<td>(253,967)</td>
<td>(1,300,060)</td>
<td>(1,630,060)</td>
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<tr>
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<td>Change in Encumbrances</td>
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<td>676,190</td>
<td>(409,745)</td>
<td>(695,519)</td>
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<td><strong>1,226,220</strong></td>
<td><strong>140,285</strong></td>
<td><strong>530,701</strong></td>
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### Sonoma County Transportation Authority

#### Measure M FY 2017-2018 Final Budget

**Highway 101 2015A Series Bonds Debt Service Fund**

**Refunding of 2008 Bond - No New Money**

**Fund 74666**

<table>
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<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
<td>3,906,433</td>
<td>4,311,107</td>
<td>4,252,342</td>
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<td>4,307,500</td>
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<tr>
<td>44003</td>
<td>Interest Earned</td>
<td>189</td>
<td>-</td>
<td>4,434</td>
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<td></td>
<td><strong>Total Revenue</strong></td>
<td>4,614,210</td>
<td>4,311,107</td>
<td>4,256,775</td>
<td>4,312,100</td>
<td>4,307,500</td>
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<tr>
<td>53101</td>
<td>Bond - Principal Payments</td>
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<td>2,910,000</td>
<td>2,860,000</td>
<td>2,861,000</td>
<td>2,961,000</td>
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<td>1,450,100</td>
<td>1,451,100</td>
<td>1,348,500</td>
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<td>4,311,107</td>
<td>4,310,100</td>
<td>4,312,100</td>
<td>4,309,500</td>
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<td>2,391,639</td>
<td>2,391,639</td>
<td>2,461,539</td>
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<td></td>
<td><strong>Revenues</strong></td>
<td>4,614,210</td>
<td>4,311,107</td>
<td>4,256,775</td>
<td>4,312,100</td>
<td>4,307,500</td>
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<tr>
<td></td>
<td><strong>Expenses</strong></td>
<td>(4,311,107)</td>
<td>(4,311,107)</td>
<td>(4,310,100)</td>
<td>(4,312,100)</td>
<td>(4,309,500)</td>
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<td>303,103</td>
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<td>69,900</td>
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</table>

### Ending Fund Balance

- **2,391,639**
- **2,461,539**
- **2,391,639**
- **2,459,539**
# Escrow Account with Trustee for Payoff of 2008 Bond – Callable December 1, 2017

**Fund 74667**

<table>
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<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>47101</td>
<td>Transfer in within a Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>47111</td>
<td>Bond Proceeds</td>
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<tr>
<td>47112</td>
<td>Bond-Premium</td>
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<td>-</td>
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**Total Revenue**

<table>
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<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>FY 15-16</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>53101</td>
<td>Bond - Principle Payments</td>
<td>476</td>
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<td>57011</td>
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<td>57101</td>
<td>Other Financing Uses</td>
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**Total Expenses**

<table>
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<tr>
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<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
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</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
<td>21,559</td>
<td>22,084</td>
<td>-</td>
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</table>

<table>
<thead>
<tr>
<th>Beginning Fund Balance</th>
<th>21,559</th>
<th>21,559</th>
<th>(0)</th>
<th>(0)</th>
<th>(0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Expenses</td>
<td>(21,559)</td>
<td>(22,084)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Adjustments</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in Encumbrances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>(21,559)</td>
<td>(22,084)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
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<td>(525)</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
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</table>
### Sonoma County Transportation Authority

**Measure M FY 2017-2018 Final Budget**

**Highway 101 2015B Series Bonds Debt Service Fund**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
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<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
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<td>1,280,000</td>
<td>1,293,750</td>
<td>1,261,000</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td></td>
<td><strong>Total Revenue</strong></td>
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<td><strong>1,280,000</strong></td>
<td><strong>1,293,750</strong></td>
<td><strong>1,261,000</strong></td>
<td><strong>1,305,000</strong></td>
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<tr>
<td>53101</td>
<td>Bond - Principal Payments</td>
<td>1,280,000</td>
<td>1,280,000</td>
<td>1,260,000</td>
<td>1,261,000</td>
<td>1,306,000</td>
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<tr>
<td>53103</td>
<td>Bond - Interest Payments</td>
<td>617,257</td>
<td>617,257</td>
<td>638,850</td>
<td>639,850</td>
<td>594,625</td>
</tr>
<tr>
<td></td>
<td><strong>Total Expenses</strong></td>
<td><strong>1,897,257</strong></td>
<td><strong>1,897,257</strong></td>
<td><strong>1,898,850</strong></td>
<td><strong>1,900,850</strong></td>
<td><strong>1,900,625</strong></td>
</tr>
</tbody>
</table>

- **Beginning Fund Balance**: 2,358,996
- **Revenues**: 2,075,667
- **Expenses**: (1,897,257)
- **Adjustments**
  - Change in Encumbrances: 178,410
  - Change in Fund Balance: 617,257
- **Ending Fund Balance**: 2,537,406
## Sonoma County Transportation Authority
### Measure M FY 2017-2018 Final Budget
#### Highway 101 2015B Series Bonds

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Actual FY 15-16</th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 16-17</th>
<th>Final FY 16-17</th>
<th>Final FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>40301</td>
<td>Sales/Use Tax</td>
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<td>-</td>
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<td>-</td>
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<tr>
<td>44002</td>
<td>Interest on Pooled Cash</td>
<td>66,954</td>
<td>48,574</td>
<td>68,152</td>
<td>50,000</td>
<td>50,000</td>
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<tr>
<td>44003</td>
<td>Interest Earned</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>46203</td>
<td>PY Intergovmt Rev - State</td>
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<tr>
<td>47101</td>
<td>Transfers In - Within a Fund</td>
<td>21,084</td>
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<td>-</td>
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<tr>
<td>47111</td>
<td>Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td><strong>Total Revenue</strong></td>
<td><strong>88,037</strong></td>
<td><strong>69,658</strong></td>
<td><strong>104,956</strong></td>
<td><strong>50,000</strong></td>
<td><strong>50,000</strong></td>
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<tr>
<td>51211</td>
<td>Legal Services</td>
<td>241,151</td>
<td>510,000</td>
<td>5,519</td>
<td>100,000</td>
<td>100,000</td>
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<tr>
<td>51226</td>
<td>Consultants*</td>
<td>24,676</td>
<td>807,000</td>
<td>276,270</td>
<td>1,000,000</td>
<td>1,000,000</td>
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<tr>
<td>53105</td>
<td>Debt Issuance</td>
<td>214</td>
<td>1,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>53501</td>
<td>Contributions to Other Govts</td>
<td>2,758,671</td>
<td>8,445,464</td>
<td>402,577</td>
<td>4,400,000</td>
<td>6,000,000</td>
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<tr>
<td>57011</td>
<td>Transfers out within a Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td><strong>Total Expenses</strong></td>
<td><strong>3,024,711</strong></td>
<td><strong>9,763,464</strong></td>
<td><strong>684,365</strong></td>
<td><strong>5,500,000</strong></td>
<td><strong>7,100,000</strong></td>
</tr>
</tbody>
</table>

- **Beginning Fund Balance**: 9,714,890
- **Revenues**: 88,037
- **Expenses**: (3,024,711)
- **Adjustments**
  - **Change in Encumbrances**: (2,936,674)
  - **Change in Fund Balance**: (2,397,809)
- **Ending Fund Balance**: 6,778,216

**Notes**
- **Fund 74669**
- **Dept ID: 70031900**
- **J:\SCTA Staff\Budget\FY17-18\FY17-18 Final Budget\MM Final Budget FY17-18.xlsx**
- **HWY 101 2015B Bond Iss 9/25/2017 5:19 AM**

246
Staff Report

To: SCTA Directors
From: Suzanne Smith, Executive Director
Item: 4.7.2 – FY17/18 Transportation Fund for Clean Air Final Budget
Date: November 13, 2017

Issue:
Shall the SCTA adopt a final budget for the Transportation Fund for Clean Air program for FY17/18?

Background:
Each year, the SCTA must adopt three final budgets in order for operations to continue. The three budgets cover the SCTA operations, Measure M and the Transportation Fund for Clean Air (TFCA).

This staff report covers the FY17/18 TFCA Final Budget. As is customary, the budget includes revenue from the Bay Area Air Quality Management District and the programmed funds available to each jurisdiction. The projects included in the FY17/18 budget are the same projects approved by the SCTA in May 2017. The funds allocated for each project are then assigned to each jurisdiction in which the project is proposed.

Policy Impacts:
None

Fiscal Impacts:
If a final budget is not adopted funds cannot be reimbursed to jurisdictions that expended money on projects and that could result in project delays, cash flow problems or related issues.

Staff Recommendation:
The SCTA should consider the proposed TFCA Final Budget and if it meets with the Board’s approval, adopt the FY17/18 TFCA Final Budget.

Adoption of Resolution No. 2017-030 adopting the FY17/18 TFCA Final Budget requires a 2/3-majority vote. Therefore, the budget MUST receive eight (8) affirmative votes to pass.

WHEREAS, a Transportation Fund for Clean Air Final Budget for Fiscal Year 2017/2018 has been prepared by the Executive Director, reviewed by the Sonoma County Transportation Authority and attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Transportation Fund for Clean Air Final Budget for Fiscal Year 2017/2018 for the Sonoma County Transportation Authority, attached hereto and marked Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED, that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

THE FOREGOING RESOLUTION was moved by Director ___, seconded by Director ___, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
<th>Director Coursey</th>
<th>Director Miller</th>
<th>Director Gorin</th>
<th>Director Rabbitt</th>
<th>Director Gurney</th>
<th>Director Russell</th>
<th>Director Landman</th>
<th>Director Salmon</th>
<th>Director Mackenzie</th>
<th>Director Zane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ayes: ______</td>
<td>Noes: ______</td>
<td>Absent: ______</td>
<td>Abstain: ______</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

__________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
### Sonoma County Transportation Authority - TFCA Program
#### FY17/18 Final Budget
##### Fund 74551

<table>
<thead>
<tr>
<th></th>
<th>Budgeted 2015-16</th>
<th>Actual 2015-16</th>
<th>Budgeted 2016-17</th>
<th>Actuals 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest on Pooled Cash</td>
<td>5,700</td>
<td>5,193</td>
<td>5,630</td>
<td>6,548</td>
<td>5,082</td>
<td>548</td>
<td>8.37%</td>
</tr>
<tr>
<td>TFCA Funds</td>
<td>594,401</td>
<td>614,093</td>
<td>608,412</td>
<td>614,042</td>
<td>644,505</td>
<td>(36,093)</td>
<td>-5.88%</td>
</tr>
<tr>
<td>Prior Year Revenue</td>
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<td>-</td>
<td>-</td>
<td>17,894</td>
<td>6,568</td>
<td>(6,568)</td>
<td>-36.71%</td>
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<tr>
<td><strong>Total</strong></td>
<td>600,101</td>
<td>619,286</td>
<td>614,042</td>
<td>638,484</td>
<td>656,155</td>
<td>(42,113)</td>
<td>-6.60%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Costs</td>
<td>29,348</td>
<td>22,779</td>
<td>29,536</td>
<td>29,645</td>
<td>40,156</td>
<td>(10,620)</td>
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<td>Legal Services</td>
<td>115</td>
<td>116</td>
<td>115</td>
<td>-</td>
<td>125</td>
<td>(10)</td>
<td>N/A</td>
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<td>Distribution to Cities</td>
<td>424,739</td>
<td>244,918</td>
<td>443,125</td>
<td>162,228</td>
<td>377,331</td>
<td>65,794</td>
<td>40.56%</td>
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<tr>
<td>Distribution to County Agencies</td>
<td>140,199</td>
<td>65,189</td>
<td>141,265</td>
<td>-</td>
<td>238,543</td>
<td>(27,278)</td>
<td>N/A</td>
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<tr>
<td><strong>Total</strong></td>
<td>594,401</td>
<td>333,002</td>
<td>614,041</td>
<td>191,874</td>
<td>656,155</td>
<td>27,886</td>
<td>14.53%</td>
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<td><strong>Prior Year Expenditures</strong></td>
<td>666,048</td>
<td>494,248</td>
<td>393,594</td>
<td>235,112</td>
<td>598,375</td>
<td>(204,781)</td>
<td>-87.10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>666,048</td>
<td>494,248</td>
<td>393,594</td>
<td>235,112</td>
<td>598,375</td>
<td>(204,781)</td>
<td>-87.10%</td>
</tr>
<tr>
<td>Starting Fund Balance</td>
<td>562,200</td>
<td>562,200</td>
<td>112,329</td>
<td>112,329</td>
<td>171,771</td>
<td>(59,442)</td>
<td>-6.60%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>600,101</td>
<td>619,286</td>
<td>614,042</td>
<td>638,484</td>
<td>656,155</td>
<td>(42,113)</td>
<td>-6.60%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>(1,260,450)</td>
<td>(827,251)</td>
<td>(1,007,635)</td>
<td>(426,986)</td>
<td>(1,254,530)</td>
<td>176,895</td>
<td>-41.43%</td>
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<tr>
<td>Less Change in Encumbrances</td>
<td>-</td>
<td>(241,906)</td>
<td>-</td>
<td>(152,056)</td>
<td>545,650</td>
<td>-</td>
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<tr>
<td>Change in Unreserved Fund Balance</td>
<td>(660,349)</td>
<td>(449,871)</td>
<td>(393,593)</td>
<td>59,442</td>
<td>(52,724)</td>
<td>134,781</td>
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<tr>
<td><strong>UNRESERVED FUND BALANCE</strong></td>
<td>(98,149)</td>
<td>112,329</td>
<td>(281,264)</td>
<td>171,771</td>
<td>119,047</td>
<td>75,339</td>
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</tbody>
</table>
Staff Report

To: Regional Climate Protection Authority
From: Lauren Casey, Director of Climate Programs
Item: 4.7.3 – FY17/18 Final Budget for RCPA
Date: November 13, 2017

Issue:
Shall the Board adopt a final budget for RCPA for the fiscal year beginning July 1, 2017?

Background:
Each year, the RCPA must approve a Final Budget in order for operations to continue.

This staff report describes the FY17/18 RCPA Final Budget (Exhibit A). As is customary, the budget includes all revenues from local, regional, state, and federal sources, as well as all anticipated expenditures. Prior year information is included in the form of actual revenues and expenditures from FY16/17.

REVENUE AND REIMBURSEMENTS IN THE RCPA FY16/17 FINAL BUDGET INCLUDE:

- Interest on Pooled Cash / Interest Charges
  Interest budgeted in FY17/18 is $1,800.

- Federal Contributions
  No federal contributions are expected in FY17/18.

- City and County Contributions: RCPA Members
  RCPA members contribute funding to support the non-grant funded activities which relate to agency operations, member coordination, on-call assistance to Directors and jurisdictional staff, new program development and grant applications, data collection and reporting, and legislative advocacy.

  The Final Budget reflects no change to local member contributions from those approved in May, which were held flat at the same level as FY16/17 contributions. The 2017 contribution from RCPA Members is $222,534 (Exhibit B), with each contributing a minimum of $5,000 and the remainder based on population. All local contributions for FY17/18 have been received.

- Other Government Contributions: Bay Area Regional Energy Network and Regional Partnerships
  The RCPA participates in a regional energy efficiency program implementation effort, administered by the Association of Bay Area Governments as the Bay Area Regional Energy Network, or BayREN. The RCPA was granted $408,700 for calendar year 2017 for the administration of the BayREN Water Bill Savings Program based on the local Pay As You Save (PAYS) program in Windsor (including technical consultants), coordination with BayREN members, and the local implementation of regional programs including Energy Upgrade California, Bay Area Multifamily Buildings Enhancement program, building codes and standards work, and commercial PACE marketing. Slightly more than half of this budget remained for work in the first two quarters.
of FY17/18, and ABAG expects that counties are funded at a similar level in 2018. The total forecast revenue from BayREN in FY17/18 for reimbursable efforts is expected to be $410,000.

In addition to contributions from member jurisdictions, the RCPA receives support from local partner agencies who share overlapping missions and collaborate with the RCPA on project delivery, including the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, and Sonoma Clean Power. Since the Preliminary budget was adopted, both of the regional air districts that serve Sonoma County have offered funding to establish formal partnerships and increase coordination on the implementation of clean air programs. The Bay Area Air Quality Management District and the Northern Sonoma County Air Pollution Control District have become funding partners to the RCPA.

Final partner contributions from these regional agencies are also outlined in Exhibit B, and the Final Budget includes additional revenue of $50,000 from local partners for services provided by the RCPA related to electric vehicle planning.

- State Grants

The RCPA and SCTA secured funding through a Zero-Emission Vehicle Regional Readiness and Planning solicitation from the California Energy Commission (CEC) to fund projects that support new and existing planning efforts for zero-emission vehicles including electric vehicles. The RCPA was awarded $300,000 to be spent over two years for the implementation of local readiness strategies including the creation of an EV ombudsman, populating a local DriveEV.org web resource, supporting jurisdictions in implementing streamlined permitting requirements, developing a candidate charging stations site database, and conducting employer outreach. Total revenue projected from the in FY17/18 is $135,000.

**EXPENDITURES IN THE RCPA FY 16/17 FINAL BUDGET INCLUDE:**

- **Staff Salaries and Benefits**

  RCPA staff includes a full time Director of Climate Programs, a full time Climate Action Coordinator, and part of the Executive Director, Community Affairs Specialist, and several administrative positions. These employees manage programs, coordinate with partners (staff and directors), write grants, administer contracts, and engage with members of the community on climate action programs and issues.

  The increase in staff costs from the FY16/17 budget is due primarily to the addition of a new administrative position midway through 2016, increases in staff salary and benefit costs, and to the winding down of an SCTA project on which RCPA staff were working (the Shift Sonoma County project was a joint project of the SCTA/RCPA, but the SCTA was the grant recipient and none of the labor costs appear in the RCPA budget). Health and retirement benefits are provided through the County of Sonoma and paid for by the RCPA.

  The amount reflected in the budget, $460,000, is the cost of staffing exclusive of the remaining Shift grant efforts on which RCPA staff also work.

- **Outside Contracts/Services**

  Items considered outside contracts or services include staff time as explained above, as well as: the annual audit services; county services such as financial management, claims processing, budget preparation and general accounting; consultant contracts for support on the delivery of Bay Area Regional Energy Network (BayREN) energy efficiency programs; and legal counsel. The addition of a CivicSpark Fellow to RCPA staff in FY17/18 is provided for by a contract with the Local Government Commission. The increase in legal costs from FY16/17 is due primarily to an agreement reached with California River Watch to not appeal and adverse trial
court ruling regarding RCPA certification of the *Climate Action 2020 and Beyond* EIR, and to additional support requested from county counsel in negotiating the agreement.

The total budget for FY17/18 for outside contracts/services, excluding staff, is $490,135.

- **Operational Expenses**

Items considered operational expenses include office supplies, office lease, printing, postage, insurance, travel, staff development, event registrations, organizational memberships, and other related categories. The total amount requested for these items in the FY17/18 budget is $79,950.

**Policy Impacts:**
Adoption of the RCPA budget for FY17/18 will establish program activity levels and the ability to deliver on the RCPA’s Mission, Goals, and Objectives.

**Fiscal Impacts:**
RCPA members are being asked to continue their support of RCPA at $222,534. Also, expenses are expected to exceed revenue by $30,761, resulting in a decrease to the ending fund balance, forecast to be $207,248 by the end of FY17/18.

**Staff Recommendation:**
In order to continue operation, the RCPA must adopt a Final Budget for FY17/18. The RCPA should consider the proposed RCPA Final Budget and if it meets with the Board’s approval, adopt the FY17/18 RCPA Final Budget.

Adoption of Resolution No. 2017-004 adopting the FY17/18 RCPA Final Budget requires a 2/3-majority vote. Therefore, the budget MUST receive eight (8) affirmative votes to pass.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY REGIONAL
CLIMATE PROTECTION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA,

WHEREAS, a Final Budget for Fiscal Year 2017/2018 has been prepared by the Executive Director, reviewed by the Sonoma County Regional Climate Protection Authority and attached as Exhibit A; and

WHEREAS, the Final Budget for Fiscal Year 2017/2018 includes a contribution from the Cities and County partnering agencies for work associated with the Regional Climate Protection Coordination Plan effort, attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Fiscal Year 2017/2018 Final Budget for the Sonoma County Regional Climate Protection Authority, attached hereto and marked Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED, that the Cities and County of Sonoma partnering agencies will contribute revenue as described in Exhibit B, payable by the first day in July of the Fiscal Year 2017/2018 to the Sonoma County Regional Climate Protection Authority.

BE IT FURTHER RESOLVED, that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

THE FOREGOING RESOLUTION was moved by Director ___, seconded by Director ___, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Coursey</td>
<td>Director Miller</td>
</tr>
<tr>
<td>Director Gorin</td>
<td>Director Rabbitt</td>
</tr>
<tr>
<td>Director Gurney</td>
<td>Director Russell</td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Zane</td>
</tr>
</tbody>
</table>

Ayes: ____  Noes: ____  Absent: ____  Abstain: __

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Regional Climate Protection Authority held on November 13, 2017.

Suzanne Smith, Executive Director
Clerk, Sonoma County Regional Climate Protection Authority
## Exhibit A

**Sonoma County Regional Climate Protection Authority**

**FY 2017-18 Final Budget**

**Budget Fund #74600**

<table>
<thead>
<tr>
<th>Actual 2015-16</th>
<th>Final 2015-16</th>
<th>Actual 2016-17</th>
<th>Final 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
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</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>County</td>
<td>130,827</td>
<td>130,827</td>
<td>56,820</td>
<td>56,820</td>
<td>56,838</td>
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</tr>
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<td>Other Governments</td>
<td>436,551</td>
<td>477,000</td>
<td>566,156</td>
<td>574,000</td>
<td>640,000</td>
<td>10.31%</td>
</tr>
<tr>
<td>Cities</td>
<td>83,139</td>
<td>83,138</td>
<td>165,713</td>
<td>165,714</td>
<td>165,686</td>
<td>(0.02%)</td>
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<td>Interest</td>
<td>1,685</td>
<td>1,000</td>
<td>2,850</td>
<td>1,400</td>
<td>1,800</td>
<td>400.00%</td>
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<tr>
<td>State Grants</td>
<td>288,246</td>
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<td>-</td>
<td>135,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>Donations/ Reimbursements</td>
<td>31</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Revenue Applic to PY</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td>943,025</td>
<td>770,965</td>
<td>791,639</td>
<td>797,934</td>
<td>999,324</td>
<td>201,389.98%</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Outside Contracts/Services</strong></td>
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<td></td>
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<td>Annual Audit</td>
<td>6,974</td>
<td>8,000</td>
<td>6,326</td>
<td>7,000</td>
<td>7,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Fiscal Accounting Services</td>
<td>5,560</td>
<td>6,000</td>
<td>5,770</td>
<td>5,150</td>
<td>5,679</td>
<td>9.32%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>24,376</td>
<td>100,000</td>
<td>122,460</td>
<td>100,000</td>
<td>163,456</td>
<td>38.82%</td>
</tr>
<tr>
<td>RCPA Staff Time</td>
<td>411,602</td>
<td>305,260</td>
<td>382,339</td>
<td>370,000</td>
<td>460,000</td>
<td>19.57%</td>
</tr>
<tr>
<td>Mail Services County</td>
<td>-</td>
<td>500</td>
<td>-</td>
<td>500</td>
<td>(500.00)</td>
<td>N/A</td>
</tr>
<tr>
<td>County Services</td>
<td>2,174</td>
<td>8,500</td>
<td>1,299</td>
<td>8,500</td>
<td>2,500</td>
<td>(240.00%)</td>
</tr>
<tr>
<td>EFS Charges</td>
<td>-</td>
<td>8,000</td>
<td>2,500</td>
<td>8,000</td>
<td>2,500</td>
<td>(433.33%)</td>
</tr>
<tr>
<td>Contract/Consultant Services</td>
<td>365,481</td>
<td>403,040</td>
<td>260,989</td>
<td>261,000</td>
<td>310,000</td>
<td>15.81%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>816,167</td>
<td>839,300</td>
<td>781,684</td>
<td>760,150</td>
<td>950,135</td>
<td>189,985.00%</td>
</tr>
<tr>
<td><strong>Operational Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>4,293</td>
<td>5,000</td>
<td>4,412</td>
<td>5,000</td>
<td>5,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Printing Services</td>
<td>27,454</td>
<td>10,000</td>
<td>789</td>
<td>10,500</td>
<td>12,000</td>
<td>12.50%</td>
</tr>
<tr>
<td>Rents/Leases-Bldgs/Imp</td>
<td>6,000</td>
<td>6,000</td>
<td>9,164</td>
<td>26,000</td>
<td>28,000</td>
<td>7.14%</td>
</tr>
<tr>
<td>Publications &amp; Legal Notices</td>
<td>-</td>
<td>-</td>
<td>255</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel</td>
<td>10,622</td>
<td>20,000</td>
<td>6,235</td>
<td>20,000</td>
<td>12,000</td>
<td>(8,000.00)</td>
</tr>
<tr>
<td>Memberships</td>
<td>2,500</td>
<td>7,500</td>
<td>150</td>
<td>7,500</td>
<td>2,650</td>
<td>(4,850.00)</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>1,362</td>
<td>3,000</td>
<td>1,748</td>
<td>3,000</td>
<td>3,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Postage</td>
<td>295</td>
<td>1,000</td>
<td>-</td>
<td>500</td>
<td>(500.00)</td>
<td>N/A</td>
</tr>
<tr>
<td>Sponsorships/Public Outreach</td>
<td>6,532</td>
<td>19,200</td>
<td>3,400</td>
<td>10,000</td>
<td>10,000</td>
<td>-</td>
</tr>
<tr>
<td>Professional Development</td>
<td>1,867</td>
<td>4,000</td>
<td>841</td>
<td>4,000</td>
<td>7,300</td>
<td>45.21%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>60,924</td>
<td>75,700</td>
<td>26,995</td>
<td>86,500</td>
<td>79,950</td>
<td>(6,550.00)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>877,092</td>
<td>915,000</td>
<td>808,679</td>
<td>846,650</td>
<td>1,030,085</td>
<td>183,435.00%</td>
</tr>
<tr>
<td>Starting Fund Balance</td>
<td>191,239</td>
<td>255,049</td>
<td>238,009</td>
<td>238,009</td>
<td>238,009</td>
<td>-</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>943,025</td>
<td>770,965</td>
<td>791,639</td>
<td>797,934</td>
<td>999,324</td>
<td>-</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>(877,092)</td>
<td>(915,000)</td>
<td>(808,679)</td>
<td>(846,650)</td>
<td>(1,030,085)</td>
<td>-</td>
</tr>
<tr>
<td>Adjustments</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>65,934</td>
<td>(144,035)</td>
<td>(17,040)</td>
<td>(48,716)</td>
<td>(30,761)</td>
<td></td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>257,173</td>
<td>47,204</td>
<td>189,293</td>
<td>207,248</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>
### FY2017-18 Local Contribution to RCPA

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Population 1</th>
<th>Percent</th>
<th>Final FY16/17 $</th>
<th>Final FY17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>8,825</td>
<td>1.7581%</td>
<td>$8,028</td>
<td>$8,033</td>
</tr>
<tr>
<td>Cotati</td>
<td>7,153</td>
<td>1.4250%</td>
<td>$7,554</td>
<td>$7,459</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>11,699</td>
<td>2.3307%</td>
<td>$9,063</td>
<td>$9,021</td>
</tr>
<tr>
<td>Petaluma</td>
<td>60,375</td>
<td>12.0279%</td>
<td>$25,700</td>
<td>$25,752</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>42,003</td>
<td>8.3678%</td>
<td>$19,281</td>
<td>$19,437</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>175,667</td>
<td>34.9963%</td>
<td>$65,172</td>
<td>$65,380</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>7,527</td>
<td>1.4995%</td>
<td>$7,610</td>
<td>$7,587</td>
</tr>
<tr>
<td>Sonoma</td>
<td>10,865</td>
<td>2.1645%</td>
<td>$8,801</td>
<td>$8,735</td>
</tr>
<tr>
<td>Windsor</td>
<td>27,031</td>
<td>5.3851%</td>
<td>$14,504</td>
<td>$14,291</td>
</tr>
<tr>
<td>County</td>
<td>150,814</td>
<td>30.0451%</td>
<td>$56,820</td>
<td>$56,838</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>501,959</strong></td>
<td><strong>100.0000%</strong></td>
<td><strong>$222,534</strong></td>
<td><strong>$222,534</strong></td>
</tr>
</tbody>
</table>

1. California Department of Finance - January 1, 2016 - Based on published population by entity.
2. $5,000 per jurisdiction with the remainder based on population.

- Sonoma County Agricultural Preservation & Open Space District: $25,000 (30,000)
- Sonoma County Water Agency: $35,000 (40,000)
- Sonoma Clean Power: $35,000 (40,000)
- Northern Sonoma County Air Pollution Control District: $ - (30,000)
- Bay Area Air Quality Management District: $ - (80,000)

Sub Total: $95,000 (220,000)

Grand Total: $317,534 (442,534)
Staff Report

To: SCTA/RCPA Board of Directors
From: Suzanne Smith, Executive Director
Item: 4.7.4 – FY17/18 Final Budget – SCTA Operations
Date: November 13, 2017

Issue:
What is the proposed Final Budget for the SCTA operations for FY17/18?

Background:
Each year, the SCTA must adopt three Final Budgets in order for operations to continue. The three budgets cover the SCTA general operations, Measure M and the Transportation Fund for Clean Air (TFCA) program.

This staff report covers the FY17/18 SCTA Final Budget. The budget includes all revenues derived from local, regional, state and federal sources. In addition to revenues, all anticipated expenditures are listed in the final budget. Prior year information is included with FY16/17 actual expenditures.

REVENUE IN THE SCTA FY17/18 FINAL BUDGET INCLUDES:

Federal Funding

• Surface Transportation Program (STP) funds from MTC planning contract

The SCTA is eligible to receive federal STP funds through MTC based on a contractual arrangement that includes a specific scope of work related to regional activities plus an additional scope of work with tasks related to transportation and land use planning including the maintenance of the travel demand model and Sustainable Communities Strategy work. For FY17/18, the budget anticipates $950,000. The SCTA remains eligible for the funds as long as it maintains a planning and programming function. This source is critical to fund staff and agency operations and is part of the funding in the One Bay Area Grant cycle two process.

• Carshare and Carpool Programs

The SCTA has received federal Congestion Mitigation and Air Quality (CMAQ) funding totaling $143,000 this FY for two programs related to developing a Carshare program in Santa Rosa and supporting carpooling throughout Sonoma County. The funds come from MTC’s Climate Initiatives Program and Regional Carpool Program. The Carshare program funds will be used to subsidize implementation, operations and marketing of a pilot car share program in Santa Rosa. The carpool support program funds will be used to develop a countywide guaranteed ride home program and promote other new and ongoing transportation demand management programs in Sonoma County.

State Funding

• State Transportation Improvement Program (STIP) – Planning, Programming & Monitoring (PPM)

These funds pay for staffing, office space/supplies, and consultant costs associated with the planning and project management related to the State Highway System and other eligible STIP projects. For FY17/18 SCTA
anticipates using $343,000 in PPM funds. This revenue comes to the SCTA on a reimbursement basis from Caltrans.

- Strategic Growth Council (SGC) Grant for Shift Sonoma County

The SCTA received a planning grant from the SGC to address mode shift and fuel shift to reduce GHG emissions from the transportation sector. The final $85,000 available will be spent this fiscal year on staff time, consultant services, legal services and meeting related costs.

- HOV Lane Violation Fines

SCTA began receiving a percentage of the fines collected from HOV lane violations in FY14/15. This relatively new source of revenue is challenging to estimate. So far annual revenue has ranged from $34,000 to $67,000; for FY17/18 the anticipated amount proposed for the budget is $40,000.

- Transportation Fund for Clean Air (TFCA) Funds

The SCTA is eligible to receive 6.25% of the TFCA funds to serve as the Program Manager for the TFCA program of projects based on the hours spent managing the program. The SCTA anticipates receiving $40,000 to administer the program for FY17/18. The SCTA will also be using $70,000 in TFCA funds for work on a guaranteed ride home program. This item shows up under Reimbursements and is reflected as a negative expenditure due to the budgeting systems’ handling of payment transfers within an agency.

Local Funding

- The City and County partner contributions

Local jurisdictions contribute to the SCTA based on a population and centerline road mile formula. Population numbers were updated based on Department of Finance figures for 2016 and revised road mile numbers derived from jurisdictions’ Pavement Management System. The total contribution from local jurisdictions as shown in the Preliminary Budget is $372,893.

The proposed local contribution from the cities and county reflects a 3% increase over last year. Staff is proposing the increase for FY17/18 to assist in critical SCTA operations that cannot be funded with grant or Measure M funds – including matching State and federal funding. A breakdown of the proposed costs to each jurisdiction is provided.

- Measure M

The SCTA bills directly to projects for SCTA staff time and materials used specifically on Highway 101 projects. The FY17/18 budget reflects $265,000 for staff and materials. This item shows up under Reimbursements and is reflected as a negative expenditure due to the budgeting systems’ handling of payment transfers within an agency.

- RCPA

The RCPA staff is paid for through the SCTA’s budget system and then staff time is reimbursed to SCTA from RCPA. The SCTA budget includes $460,000 in funds from the RCPA to cover staff costs, including a portion of the Executive Director and support staff time. This item shows up under Reimbursements and is reflected as a negative expenditure due to the budgeting systems’ handling of payment transfers within an agency.

Revenue Summary: Overall revenue is down slightly for FY17/18 primarily due to the wrap up of the Shift grant, however the new contract with MTC has increased our level of support for regional activities while the
amount anticipated from Caltrans has remained flat. Local contributions are up 3% though the budget shows
a slight decrease due to an additional $25,000 contribution from the County related to State Route 37.

**EXPENDITURES IN THE SCTA FY17/18 FINAL BUDGET INCLUDE:**

- **Staff Salaries/Benefits**

The FY17/18 budget reflects the salaries and benefits for twelve full time positions. The salary and benefit
budget totals $2,098,500, up 4% from FY16/17 due to anticipated merit increases and increases in the cost of
benefits. Health and retirement benefits are provided through the County of Sonoma and paid for by the
SCTA.

- **Outside Contracts/Services**

This category totals $401,603 and includes annual audit services; financial management, claims processing,
payroll, budget preparation and general accounting; contracts for consultant services (transportation model
calibration, Carshare, carpool support and related activities); and legal counsel for contract reviews and
procedural/operational questions including work on State Route 37.

- **Operational Expenses**

Items considered operational expenses include computer hardware and software, office supplies, office lease,
printing, travel, professional development and other relates categories. The total amount requested for these
items is $346,646 and includes funding for an office relocation.

*Expenditure Summary:* Overall expenditures increase slightly due to salaries/benefits for 12 full time
positions and one-time relocation costs.

**Policy Impacts:**

No new policy issues are proposed in the FY17/18 SCTA Final Budget.

**Fiscal Impacts:**

The FY17/18 SCTA Final Budget proposes a 3% increase in local contributions that was approved as part of the
preliminary budget (an increase of $10,000).

Revenues for the FY17/18 SCTA Final Budget are down due the near completion of the Shift grant.
Expenditures are down slightly but include costs related to a possible office relocation, merit increases for
employees and consultant services.

**Staff Recommendation:**

In order to continue operation, the SCTA must adopt a Final Budget for FY17/18. The SCTA should consider
the proposed Final SCTA Budget and, if it meets with the Board’s approval, adopt the FY17/18 SCTA Final
Budget.

Adoption of Resolution No. 2017-031 adopting the FY17/18 Preliminary Budget requires a 2/3-majority vote.
Therefore, the budget MUST receive eight (8) affirmative votes to pass.

WHEREAS, a Final Budget for Fiscal Year 2017/2018 has been prepared by the Executive Director, reviewed by the Sonoma County Transportation Authority and attached as Exhibit A; and

WHEREAS, a Final Budget for Fiscal Year 2017/2018 does not include a Cost of Living Adjustment for the SCTA employees; and

WHEREAS, a Final Budget for Fiscal Year 2017/2018 includes a contribution for local jurisdictions based on population/road-mile formula, attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Fiscal Year 2017/2018 Final Budget for the Sonoma County Transportation Authority, attached hereto and marked Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED, that the Cities and County of Sonoma will contribute revenue as described in Exhibit B payable by the 15th day of December of Fiscal Year 2017/2018 to the Sonoma County Transportation Authority.

BE IT FURTHER RESOLVED, that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

THE FOREGOING RESOLUTION was moved by Director ____, seconded by Director ____, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director Coursey</th>
<th>Director Miller</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director Gorin</th>
<th>Director Rabbitt</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director Gurney</th>
<th>Director Russell</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director Landman</th>
<th>Director Salmon</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director Mackenzie</th>
<th>Director Zane</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>____________</td>
</tr>
</tbody>
</table>

Ayes: ____ Noes: ____ Absent: _____ Abstain: ___

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 13, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
## Sonoma County Transportation Authority
**FY17/18 Final Budget - Budget Fund 74501**

### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual 2015-16</th>
<th>Budgeted 2015-16</th>
<th>Actual 2016-17</th>
<th>Final Budget 2016-17</th>
<th>Final 2017-18 Amount of Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal - MTC Contract STP</td>
<td>789,381</td>
<td>900,000</td>
<td>766,910</td>
<td>720,000</td>
<td>950,000</td>
<td>230,000</td>
</tr>
<tr>
<td>Federal - Carshare and Carpool Programs</td>
<td>27,808</td>
<td>35,000</td>
<td>1,605</td>
<td>1,605</td>
<td></td>
<td>(1,605)</td>
</tr>
<tr>
<td>Federal - Short Range Transit Plan</td>
<td>18,395</td>
<td>20,000</td>
<td>1,603</td>
<td>1,603</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State - STIP/PPM</td>
<td>199,768</td>
<td>150,000</td>
<td>305,145</td>
<td>325,000</td>
<td>343,000</td>
<td>18,000</td>
</tr>
<tr>
<td>State - Shift Grant SGC</td>
<td>369,619</td>
<td>557,000</td>
<td>277,348</td>
<td>438,900</td>
<td>85,000</td>
<td>(353,900)</td>
</tr>
<tr>
<td>State - HOV Lane Violation Fines</td>
<td>53,794</td>
<td>20,000</td>
<td>55,723</td>
<td>40,000</td>
<td>40,000</td>
<td>-</td>
</tr>
<tr>
<td>Local Contributions - City &amp; County</td>
<td>351,487</td>
<td>351,488</td>
<td>362,030</td>
<td>387,032</td>
<td>372,893</td>
<td>(14,139)</td>
</tr>
<tr>
<td>Interest</td>
<td>954</td>
<td>1,000</td>
<td>4,195</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
</tr>
<tr>
<td>Donations/Reimbursements</td>
<td>4,316</td>
<td>-</td>
<td>3,288</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
</tr>
<tr>
<td>Operating Transfers - ISD</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Revenue Appl - PY Intergovernment/Misc</td>
<td>66,766</td>
<td>-</td>
<td>5</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>1,854,478</td>
<td>1,999,488</td>
<td>1,804,055</td>
<td>1,962,837</td>
<td>1,941,933</td>
<td>(20,904)</td>
</tr>
</tbody>
</table>

### Expenditures

#### Salaries and Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Salary (12 FT positions)</td>
<td>1,159,592</td>
<td>1,157,565</td>
<td>1,229,696</td>
</tr>
<tr>
<td>Employee Benefits (12 FT positions)</td>
<td>665,310</td>
<td>680,042</td>
<td>778,305</td>
</tr>
<tr>
<td>FY16/17 Budget Adjustment for S/B</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>1,824,903</td>
<td>1,837,607</td>
<td>2,088,001</td>
</tr>
</tbody>
</table>

#### Outside Contracts/Services

<table>
<thead>
<tr>
<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Services (mail, EFS, payroll)</td>
<td>16,394</td>
<td>33,000</td>
<td>21,801</td>
</tr>
<tr>
<td>Audit Services</td>
<td>19,305</td>
<td>20,000</td>
<td>22,820</td>
</tr>
<tr>
<td>Fiscal Accounting Services</td>
<td>32,791</td>
<td>40,000</td>
<td>29,793</td>
</tr>
<tr>
<td>Legal Services</td>
<td>16,805</td>
<td>15,000</td>
<td>26,797</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>126,488</td>
<td>300,000</td>
<td>76,559</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>211,782</td>
<td>408,000</td>
<td>177,770</td>
</tr>
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### Operational Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
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<tbody>
<tr>
<td>Liability Insurance</td>
<td>5,647</td>
<td>8,000</td>
<td>6,755</td>
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<td>Printing Services/Copier Rental</td>
<td>14,892</td>
<td>15,000</td>
<td>12,582</td>
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<tr>
<td>Public/Legal Notices</td>
<td>1,100</td>
<td>1,105</td>
<td>500</td>
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<tr>
<td>Rents/Leases-Bldgs</td>
<td>62,650</td>
<td>65,000</td>
<td>61,651</td>
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<td>Travel/Training</td>
<td>29,843</td>
<td>50,000</td>
<td>31,802</td>
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<td>Telephones</td>
<td>9,952</td>
<td>11,000</td>
<td>10,244</td>
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<td>County ISD Computer Support</td>
<td>51,521</td>
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<td>52,054</td>
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<td>ISD-Computer Replacement Program</td>
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<td>Office Supplies / Equipment</td>
<td>8,161</td>
<td>8,000</td>
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<td>Subscriptions</td>
<td>2,122</td>
<td>1,000</td>
<td>1,840</td>
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<td>Postage</td>
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<td>-</td>
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<td>Computer Software &amp; Hardware</td>
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<td>530</td>
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<td>Events/Public Outreach</td>
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<td>10,000</td>
<td>3,760</td>
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<td>Professional Development</td>
<td>5,484</td>
<td>20,000</td>
<td>17,489</td>
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<td>Contribution - Non County (SR37)</td>
<td>22,012</td>
<td>-</td>
<td>14,612</td>
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<td><strong>SUBTOTAL</strong></td>
<td>216,434</td>
<td>261,000</td>
<td>241,183</td>
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### Reimbursements

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<thead>
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<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursements - Measure M</td>
<td>(187,100)</td>
<td>(200,000)</td>
<td>(272,254)</td>
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<td>Reimbursements - RCRA</td>
<td>(411,602)</td>
<td>(243,300)</td>
<td>(382,339)</td>
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<td>Reimbursements - TFC</td>
<td>(22,779)</td>
<td>(30,000)</td>
<td>(29,645)</td>
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<td><strong>SUBTOTAL</strong></td>
<td>(621,482)</td>
<td>(473,300)</td>
<td>(684,239)</td>
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### TOTAL EXPENDITURES

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<tr>
<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
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<tbody>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>1,631,636</td>
<td>2,033,307</td>
<td>1,742,715</td>
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### Starting Fund Balance

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<th>2015-16</th>
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<th>2017-18</th>
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<td><strong>Starting Fund Balance</strong></td>
<td>481,015</td>
<td>481,015</td>
<td>737,093</td>
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### Total Revenue

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<tr>
<td><strong>Total Revenue</strong></td>
<td>1,854,478</td>
<td>1,999,488</td>
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### Total Expenditures

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<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>(1,631,636)</td>
<td>(2,033,307)</td>
<td>(1,742,715)</td>
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### Adjustments

<table>
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<tr>
<td><strong>Adjustments</strong></td>
<td>33,236</td>
<td>-</td>
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### Change in Fund Balance

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<tr>
<td><strong>Change in Fund Balance</strong></td>
<td>256,078</td>
<td>(33,819)</td>
<td>61,339</td>
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### ENDING FUND BALANCE

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<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
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<tbody>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>737,093</td>
<td>447,196</td>
<td>798,432</td>
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### RESTRICTED FUND BALANCE

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<tr>
<th>Description</th>
<th>2015-16</th>
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<tr>
<td><strong>RESTRICTED FUND BALANCE</strong></td>
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<td>162,332</td>
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### TOTAL FUND BALANCE

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<thead>
<tr>
<th>Description</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td>737,093</td>
<td>447,196</td>
<td>960,764</td>
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<tr>
<td>Jurisdiction</td>
<td>50% Road Miles&lt;sup&gt;1&lt;/sup&gt;</td>
<td>50% Population&lt;sup&gt;2&lt;/sup&gt;</td>
<td>Local Contribution FY16-17</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Cloverdale</td>
<td>1.5519%</td>
<td>$</td>
<td>5,612</td>
</tr>
<tr>
<td>Cotati</td>
<td>1.1958%</td>
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<tr>
<td>Healdsburg</td>
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<tr>
<td>Petaluma</td>
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<td>Rohnert Park</td>
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<td>Santa Rosa</td>
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<td>Sebastopol</td>
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<td>Sonoma</td>
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<tr>
<td>Windsor</td>
<td>4.4647%</td>
<td>$</td>
<td>16,387</td>
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<tr>
<td>County</td>
<td>44.0890%</td>
<td>$</td>
<td>159,605</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100.0000%</strong></td>
<td><strong>$</strong></td>
<td><strong>362,032</strong></td>
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</table>

<sup>1</sup> Road Mileage (Center Line Miles) as of September 15, 2016.

<sup>2</sup> California Department of Finance - January 1, 2016 - Based on published population by entity.
Citizens Advisory Committee
MEETING AGENDA

September 25, 2017 at 4:00 p.m.
Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Public Comment

3. Administrative - Approval of Notes August 28, 2017* - ACTION

4. Measure M – DISCUSSION/ACTION
   a. Measure M Projects
      i. Access across 101 in Windsor – City of Windsor
   b. Status of Measure M annual reporting letters*
   c. Measure M Financial Reports*

5. Climate Action 2020 – Resolution of Litigation* - DISCUSSION

6. Sonoma County Travel Model – Update to Administrative and Operational Travel Demand Modeling Guidelines – Final Revision
   [Link to document]

7. Highway Updates - DISCUSSION
   a. Hwy 37 outreach meetings - [Link to website]

8. Zipcar is now available in Santa Rosa - INFORMATION
   Residents or employees can sign up for a complimentary annual membership available through a grant from the SCTA. Two Zipcars—a Honda Civic and a Ford Escape—are available for reservation by the hour or by the day with gas, insurance, maintenance and 180 miles of driving included. One is parked near the Downtown Santa Rosa SMART Station and the other is parked at 730 5th Street for. To sign up, visit Zipcar.com/SantaRosa.

9. Announcements

10. Adjourn

*Materials attached.

The next [SCTA meeting will be held October 9, 2017]
The next [CAC meeting will be held October 30, 2017]
Countywide Bicycle & Pedestrian Advisory Committee

MEETING AGENDA

September 26, 2017 – 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: May 23, 2017 - DISCUSSION / ACTION*

3. Public Comment

4. Caltrans District 4 Bicycle Plan Update – Discussion

5. Countywide Bicycle and Pedestrian Master Plan Project List and Map Update 2017, Staff Report – Discussion*

6. Roundtable updates – Discussion

7. Regional Events/Opportunities - Discussion
   7.1. MTC Complete Streets Workshops – October 5 and 11 – Details and Registration: http://bit.ly/2f132W8

8. Articles of Interest – Information

9. Other Business / Comments / Announcements

10. Adjourn – ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held October 9, 2017
The next CBPAC meeting will be held November 28, 2017

Copies of the full Agenda Packet are available at www.scta.ca.gov

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation. SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the COUNTYWIDE BICYCLE & PEDESTRIAN ADVISORY COMMITTEE after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system. TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.srcity.org/citybus, www.sctransit.com or https://carmacarpool.com/sfbay

490 Mendocino Ave. #206, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov

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MEETING AGENDA
SCTA Headquarters Office

September 28, 2017 – 1:30 p.m.
Sonoma County Transportation Authority
Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM
1. Introductions
2. Public Comment
3. Approval of Minutes, August 24, 2017*
4. Measure M DISCUSSION / ACTION
   4.1. Measure M Invoicing/Obligation Status*
   4.2. Measure M Annual Reporting Letter Status Update*
5. Regional Information Update DISCUSSION / ACTION
   5.1 Regional Informational Items*
   5.2 SB-1 Local Streets and Roads Funding Reporting Guidelines Approved:
      List of Projects due to CTC on October 16, 2017
      5.2a Department of Finance SB-1 Maintenance of Effort letters sent to local jurisdictions
      5.2b Local Streets and Roads Revenue Estimates for FY16/17, 17/18 and 18/19 (May 11, 2017)*
      http://californiacityfinance.com/LSR1704.pdf
      5.3 Caltrans Update of Corridor System Management Plan (CSMP) for U.S. 101*
6. Sonoma County Travel Model Administrative Guidelines – Final Revision
7. Rail Update DISCUSSION
8. DRAFT SCTA Board Meeting Agenda for September 11, 2017 DISCUSSION
9. Other Business / Comments / Announcements DISCUSSION
10. Adjourn ACTION
*Materials attached.
**Materials handed out at meeting

The next SCTA meeting will be held October 9th, 2017
The next TAC meeting will be held October 26, 2017
**TAC Voting member attendance – (6 Month rolling 2017)**

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>July</th>
<th>August</th>
<th>September</th>
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<tbody>
<tr>
<td>Cloverdale Public Works</td>
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<td>✓</td>
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<td>✓</td>
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<tr>
<td>Cotati Public Works</td>
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<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

NB: June meeting was cancelled. November and December meetings fall on or near holidays so a single TAC meeting will be held in early December.
Planning Advisory Committee September Updates
No Meeting in September – Next meeting 10/19/17

I. CLIMATE ACTION 2020 - RESOLUTION OF LITIGATION

The RCPA developed the Climate Action 2020 and Beyond plan last year to comply with state legislation to try to reduce greenhouse gases to 1990 levels by the year 2020. All nine Sonoma County cities and the county worked to develop the plan’s goals. Implementation was put on hold while a lawsuit against the adequacy of the EIR was supported in court. The trial court issued an adverse ruling, which would require the RCPA to appeal or rescind certification of the EIR. The SCTA/RCPA authorized counsel and the Executive Director to enter into an agreement with California River Watch that will conclude the legal action in which RCPA pays $226,912, comprised of $225,000 in attorney fees and $1,912 in costs, in two installment payments over two years. As further requirements of the settlement, RCPA would agree to not appeal, and California River Watch would reaffirm in signed correspondence on letterhead its commitment not to challenge the measures in the plan. The CAP will remain an advisory document, and RCPA’s member agencies can continue to implement the measures in the plan if they either conduct CEQA review or find that the measures are exempt. The plan will not be able to be used for making significance determinations for CEQA analysis of other projects.

II. SONOMA COUNTY TRAVEL MODEL – UPDATE TO ADMINISTRATIVE AND OPERATIONAL TRAVEL DEMAND MODELING GUIDELINES – FINAL REVISION

SCTA operates and maintains the Sonoma County Travel Model (SCTM) which is used to support SCTA’s transportation planning activities and to provide analytic and modeling support to the Authority’s member organizations. SCTA’s Administrative and Operational Travel Demand Modeling Guidelines are used by staff to guide the operation, maintenance, improvement, and administration of the SCTM. This document outlines the goals and objectives, priorities, scope, products and services, maintenance, improvement, validation, and program evaluation strategies of the SCTA modeling program.

A draft update to these guidelines was provided to the PAC, TAC, and CAC for discussion and review in August of 2017. The final document has been revised based on feedback from these committees and staff level review.


III. GRANT OPPORTUNITIES

1. Senate Bill 1 - Caltrans is administering SB 1, with an application deadline of October 20, 2017 for applications. Guidelines and application info at http://www.dot.ca.gov/hq/tpp/grants.html. There are two grant opportunities:

   - Transportation Planning Grants ($25 million annually) to encourage local and regional planning that further state goals, including, but not limited to, the goals and best practices cited in the regional transportation plan guidelines adopted by the California Transportation Commission.
• Adaptation Planning Grants ($20 million over three years) to local and regional agencies for climate change adaptation planning.

2. 2017 Affordable Housing Sustainable Communities (NOFA expected October 2nd). AHSC Program Guidelines http://sgc.ca.gov/Grant-Programs/AHSC-Guidelines.html

IV. HIGHWAY 37

A series of four informational open houses on the Highway 37 Improvement Plan are being held from September 20 to October 2. The Sonoma meeting is on Thursday, Sept. 28th from 6-8 pm at the Sonoma Veterans Memorial Building 126 First Street West, Sonoma.

The open houses are meant to inform residents and Highway 37 users about the status of the planning process to address impacts from sea-level rise, flooding and increased traffic along the corridor, as well as to provide an opportunity for participants to share their concerns and provide feedback. More information is available online: http://scta.ca.gov/projects/highway37/

V. ZIPCAR IS NOW AVAILABLE IN SANTA ROSA

Residents or employees can sign up for a complimentary annual membership available through a grant from the SCTA. Two Zipcars—a Honda Civic and a Ford Escape—are available for reservation by the hour or by the day with gas, insurance, maintenance and 180 miles of driving included. One is parked near the Downtown Santa Rosa SMART Station and the other is parked at 730 5th Street for. To sign up, visit Zipcar.com/SantaRosa.

VI. SHIFT SONOMA COUNTY

Shift Sonoma County aims to define and evaluate strategies to shift transportation choices away from single occupant vehicles towards cleaner, healthier, and more efficient modes of transportation. The window to provide feedback on the Draft Shift Sonoma County Low Carbon Transportation Action Plan runs through September 17, 2017. The online survey is available at: https://www.placespeak.com/ShiftSonoma. Once you log in, you can complete the survey, suggest locations for clean transportation infrastructure and share what you’re already doing.

Additional information about the plan, including supporting documents and a Spanish translation, is available online at: http://scta.ca.gov/shift. Shift Sonoma County is a project to define and evaluate strategies to shift transportation choices away from single occupant vehicles towards cleaner, healthier, and more efficient modes of transportation. Please let me know if you have any questions and feel free to share this information with others.

VII. BAY AREA PLANNING DIRECTORS ASSOCIATION

Fall 2017 meeting is scheduled for October 13th, 2017 from 8:30am to 1:30pm at Nile Hall, Preservation Park, 668 13th Street, Oakland. The agenda can be found at: http://scta.ca.gov/wp-content/uploads/2017/09/BAPDA-Agenda-October-13-2017.pdf
Planning Advisory Committee
Thursday, October 26, 2017 – 9:00 a.m.
PRMD Hearing Room, 2550 Ventura Avenue, Santa Rosa

Special meeting to discuss wildfire recovery and rebuilding

Steve Heminger and MTC/ABAG senior management will be present to hear the local needs and share how regional resources may be available to help.

ITEM

1. Introductions
2. Status of the communities directly impacted by the fires – identify immediate needs and resources
3. Stages of recovery – near term, long term – identify immediate needs and resources
4. Impacts of population and housing shifts, locally and in the region. Impacts on funding formulas, RHNA, etc.
5. Resilience planning, identifying and addressing vulnerabilities
6. Adjourn

The next S C T A meeting will be held November 13, 2017

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Planning Advisory Committee
Thursday, November 2, 2017 – 9:30 a.m.
PRMD Hearing Room, 2550 Ventura Avenue, Santa Rosa

Special meeting to discuss wildfire recovery and renewal

ITEM

1. Introductions

2. Oct 26, 2017 meeting minutes

3. Funding and finance issues DISCUSSION/ACTION
   3.1. FEMA, CalOES
   3.2. MTC/ABAG
   3.3. Insurance
   3.4. Fees/ Fee waivers
   3.5. Other

4. Identifying immediate needs for temporary, small scale housing - DISCUSSION/ACTION
   4.1. Additional staffing
   4.2. Options for immediate housing for residents and construction workers – trailers, camps with limited lifetime
   4.3. Options for ADUs, converted spaces, other, that may become permanent
   4.4. CEQA streamlining for entire county
   4.5. Utility hookups

5. Community development master planning – 3 years out, 10 years out --DISCUSSION/ACTION
   5.1. Professional and community group involvement
   5.2. CEQA
   5.3. Models from other communities
   5.4. Provisions for affordability

6. Countywide action needed - DISCUSSION/ACTION
   6.1. Urgency ordinances in all cities
   6.2. Process for financial incentives in non-burn areas

7. Data collection and management- DISCUSSION/ACTION

8. Resilience planning, identifying and addressing vulnerabilities-- DISCUSSION/ACTION

9. Adjourn

Next meeting – Thursday, November 9?
Transit Paratransit Coordinating Committee

MEETING AGENDA

September 19, 2017 – 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: July 18, 2017 - DISCUSSION / ACTION*

3. ADA Accessibility Specifications for Transportation Vehicles – Discussion*
   3.1. Priority Seating Signs on Buses (§38.27)
   3.2. Interior Circulation on Buses (§38.29)

4. Roundtable Updates
   4.1. Transit / Paratransit Operators
   4.2. Mobility Partners

5. Public Comment

6. Other Business / Comments / Announcements

7. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held October 9, 2017
The next TPCC meeting will be held November 21, 2017

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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Transit – Technical Advisory Committee

MEETING AGENDA

September 13, 2017 – 10:00 a.m.
Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: August 9, 2017 – ACTION*

3. Microtransit Demo, TransLoc - Presentation

4. Measure M Reauthorization – Discussion

5. SB1 and STA Funds – Discussion

6. Transit Operator Updates – Discussion

7. Clipper Update – Discussion
   7.1. MTC Clipper next generation survey, staff report*
   7.2. Clipper retail network update, if available
   7.3. Clipper sales update

8. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion

9. Other Business / Comments / Announcements

10. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held October 9, 2017
The next T-TAC meeting will be held October 11, 2017

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Transit – Technical Advisory Committee

MEETING AGENDA

October 11, 2017 – 10:00 a.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: September 13, 2017 – ACTION*

3. Measure M Reauthorization – Discussion

4. SB 1 and STA Population-Based Funds, MTC Memo – Discussion*

5. Transit Operator Updates – Discussion

6. Clipper Update, if available – Discussion

7. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion

8. Transit Paratransit Coordinating Committee Agenda Items - Discussion

9. Other Business / Comments / Announcements

10. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held November 13, 2017
The next T-TAC meeting will be held November 8, 2017

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