

## SBCAG STAFF REPORT

**SUBJECT:** Carpinteria Creek Shuttle Easy Lift Contract Amendment 1

**MEETING DATE:** January, 18, 2018

**AGENDA ITEM:** 4H

**STAFF CONTACT:** Kent Epperson

**RECOMMENDATION:**

Approve, ratify, and authorize the Chair to sign a contract amendment with Easy Lift Transportation, Inc. to increase the not to exceed contract amount from \$150,000 to \$200,000 to cover an additional month of Carpinteria Creek Shuttle service until the temporary bike path connection is open for use in January 2018.

**DISCUSSION:**

The Highway 101 Linden Avenue\Casitas Pass Road Interchanges Project began construction in September 2016. It is Phase III of the HOV widening project. Construction of Stage 1 is complete and Stage 2 is underway, which will take over a year to complete and includes the beginning of bridge construction at Highway 101\Carpinteria Creek, Via Real\Carpinteria Creek and the overcrossings of Highway 101 at Casitas Pass Road and Linden Avenue. During this stage, the first temporary ramp closures occurred and the Carpinteria Creek Class I bikeway has been closed for several months. In April, the SBCAG Board executed a contract with Easy Lift Transportation, Inc. to provide a temporary free transit shuttle from the trailer park facilities along Via Real near Casitas Pass to Downtown Carpinteria, particularly for students and the elderly and disabled people that have relied on the Carpinteria Creek bike path to access shopping, school, medical errands and to access regional transit for trips to Ventura or Santa Barbara.

Originally, Caltrans had estimated that a temporary bike path would be completed by December 2017, to provide the critical connection needed from the mobile home parks to Downtown. However, due to construction delays during the Thomas Fire, the path will not be open until mid-January. While the current contract with Easy Lift Transportation extends to April 2018 to accommodate such delays, it does not have a sufficient funding to continue the Carpinteria Creek Shuttle through January. This contract amendment will increase the not to exceed amount from \$150,000 to \$200,000 to fund the shuttle through the end of January 2018 as needed. These additional funds will be paid for out of surplus funds in the Traffic Solutions and regional transit budgets contained within the Highway 101 Linden Casitas Pass Traffic Management Plan (TMP).

**Attachments:**

- A. Amendment #1 to Easy Lift Transportation, Inc. Contract

ATTACHMENT A

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BETWEEN  
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
AND  
EASY LIFT TRANSPORTATION, INC**

**This Amendment No. 1** to the AGREEMENT ("AMENDMENT NO. 1") is made entered into by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and EASY LIFT TRANSPORTATION, INC, having its principal place of business at 53 Cass Place, Suite D, Goleta, CA 93117, CA 93110, (hereafter CONTRACTOR), collectively referred to as "Parties."

WHEREAS, on April 20, 2017, the Parties entered into an Agreement to serve the needs of the Carpinteria community due to construction-related closures ("AGREEMENT");

WHEREAS, the Parties contemplated services being completed by the end of December 2017, but provided a period of performance through April 2018 in case of construction delays;

WHEREAS, the Parties agreed to a funding amount to cover services through the end of contemplated service period of December 2017;

WHEREAS, the Thomas Fire caused construction delays and the Parties now estimate services are required through the end of January 2018, unless further delayed; and

WHEREAS, SBCAG and CONTRACTOR wish to amend the AGREEMENT to provide additional funds to continue Carpinteria Creek Shuttle services through the end of January 2018.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree that AMENDMENT NO. 1 shall amend the AGREEMENT as follows:

1. Exhibit B "PAYMENT ARRANGEMENTS" of the AGREEMENT, Article A, is deleted in its entirety and replaced as follows:

"For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a total contract amount, including cost

reimbursements, not to exceed \$200,000 at an hourly rate per vehicle hour of \$62.50. This rate is inclusive of all costs associated with operating the service, including, but not limited to, maintenance, fuel, vehicle insurance, operator/driver compensation, benefits, and insurance (including worker's compensation insurance)."

2. **Ratifications.** The terms and provisions set forth in this AMENDMENT NO. 1 shall modify and supersede all inconsistent terms and provisions set forth in the AGREEMENT. The terms and provisions of the AGREEMENT, except as expressly modified and superseded by this AMENDMENT NO. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
3. **Counterparts.** This AMENDMENT NO. 1 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**IN WITNESS WHEREOF**, the Parties have executed this AMENDMENT NO. 1 to be effective on the date when fully executed by both parties.

CONTRACTOR:

SBCAG:

By: \_\_\_\_\_  
Ernesto Paredes

By: \_\_\_\_\_  
Joan Hartman, Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marjie Kirn, Executive Director

APPROVED AS TO FORM:

By: Rachel Van Mullem  
Rachel Van Mullem, Chief Assistant County Counsel