

### AGENDA BOARD OF DIRECTORS MEETING

**Directors:** Tom Stallard (Chair, City of Woodland), Josh Chapman (Vice-Chair, City of Davis),

Dawntè Early (City of West Sacramento), Lucas Frerichs (Yolo County), Jesse Loren (City of Winters), Matt Dulcich (UC Davis, ex-officio), Sukhi Johal (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the public who wish to participate remotely may use the zoom link or phone number below.

#### **IN-PERSON INFORMATION**

Meeting Date: Monday, November 13, 2023

**Meeting Time:** 6:00 PM

Meeting Place: YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776

#### **ZOOM INFORMATION**

Link: https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABybc3v.1

**Phone Number:** (669) 900-6833 **Webinar ID:** 879 6922 7172

**Passcode:** 105086

All participants will be entered into the webinar as attendees.

YoloTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YoloTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YoloTD Board reserves the right to continue the meeting without remote access.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled "Public Participation Instructions."

The Board reserves the right to take action on all agendized items at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YoloTD Board.

Estimated Time		Agenda Item	Informational	Action Item
6:00 PM	1.	Determination of Quorum		X
		(Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County)		
		(Nonvoting members: Caltrans, UCD)		

6:05	Comments from the public regarding matters on the consent calendar, or items NOT on the agenda but within the purview of YoloTD. Please note, the Board is prohibited from discussing items not on the agenda.		
	is promoted from discussing terms not on the agenda.		

### **CONSENT CALENDAR**

6:10	3a.	Approve Agenda for November 13, 2023, meeting	X
	3b.	Approve Board Minutes for Regular Meeting of September 11, 2023( <i>Cioffi</i> 6-12)	X
	3c.	Approve Board Resolution 2023-16 Authorizing the Executive Director to execute Caltrans agreements for UC Davis Sustainable Campus Transportation Plan ( <i>Abbanat 13-71</i> )	X
	3d.	Updated YoloTD Microtransit Policies Effective October 2023 (Williams 72-84)	X
	3e.	Authorize Executive Director to Grant a Temporary Construction Easement to Pacific Gas and Electric ( <i>Mikula 85-89</i> )	X
	3f.	Approve Board Resolution 2023-17 to Authorize the Consolidation of SGR Project Funds for Immediate Replacement of three (3) CNG buses ( <i>Fadrigo 90-92</i> )	X
	3g.	Authorize the Executive Director to execute contract for APC, GTFS and	X
		Headsign integration with Tripspark (Romero 93-109)	

#### **REGULAR CALENDAR**

6:15	4.	Yolo 80 Managed Lanes Project Update (Abbanat 110-112)	X	
6:35	5.	Service Change for WSP USA Inc., for Yolo 80 Managed Lanes <i>Project</i> (Abbanat pp 113-151)		X
7:00	6.	Administrative Reports (Bernstein 152) Discussion regarding subjects not specifically listed is limited to clarifying questions.  a) Board Members' Verbal Reports b) Transdev's Verbal Report c) Executive Director's Verbal Report d) Ad Hoc Committee Reports e) Long-Range Calendar	X	
7:15	7.	Closed Session Public Employment, Employee Appointment or Evaluation Pursuant to Government Code Section 54957 Position Title: Executive Director		
8:00	8.	Adjournment		X

Unless changed by the YoloTD board, the next meeting of the Board of Directors will be December 11, 2023, at 6:00 pm in the YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, November 10, 2023, at the Yolo Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

Heather Cioffi
Heather Cioffi, Clerk to the Board

#### **Public Participation Instructions**

Members of the public shall be provided with an opportunity to directly address the board on items of interest to the public that are within the subject matter jurisdiction of the YoloTD Board of Directors. Depending on the length of the agenda and number of speakers, the Chair reserves the right to limit the time each member of the public is allowed to speak.

#### ON ZOOM:

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press \*9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

#### IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments r eceived by 4:00 PM on Monday, November 13, 2023, will be provided to the YoloTD Board of Directors in advance.

**Americans With Disabilities Act Notice** 



# VISION, VALUES AND PRIORITIES



# **Vision Statement**

The vision statement tells us what we intend to become or achieve.

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



### **Core Values**

A core value describes our individual and organizational behaviors and helps us to live out our vision.

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



# **District-Wide Priorities**

Priorities align our vision and values with our implementation strategies.

- 1. Provide transit service that is faster, more reliable and convenient.
- Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
- 3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.

# BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Approve Board Minutes for Regular Meeting of September 11, 2023	Agenda Item#: Agenda Type:	31 Acti	on
		Attachments:	Yes (No)
Prepared By: H. Cioffi		<b>Meeting Date: Nove</b>	ember 13, 2023

## **RECOMMENDATION:**

Approve the Minutes for the Regular Meeting of September 11, 2023.

# September 11, 2023 BOARD MEETING MINUTES:

YOLO TRANSPORTATION DISTRICT BOARD OF DIRECTORS MEETING September 11, 2023 Yolo Transportation District 350 Industrial Way, Woodland, CA 95776

Chair Stallard called the meeting to order at 6:00 pm and requested a roll call to determine quorum.

The following individuals were in attendance:

Board Member	Jurisdiction	In Attendance	Absent
Tom Stallard (Chair)	City of Woodland	X	
Josh Chapman (Vice-Chair)	City of Davis	X	
Dawntè Early	City of West	X	
	Sacramento		
Jesse Loren	City of Winters	X	
Lucas Frerichs	Yolo County	X	
Matt Dulcich (Ex-Officio)	UC Davis	X	
Greg Wong (Ex-Officio)	Caltrans	X	

YoloTD staff in attendance were Executive Director Autumn Bernstein, Clerk to the Board Heather Cioffi, Acting Planning Director Brian Abbanat, Acting Director of Transit Operations Daisy Romero, Senior Transportation Planner Courtney Williams, Director of Finance and Administration Chas Fadrigo, and Legal Counsel to YoloTD Kimberly Hood.

Chair Stallard asked for public comments for items not on the agenda; Mr. Hirsch provided public comments.

Executive Director Bernstein introduced YoloTD's new Director of Finance and Administration, Chas Fadrigo.

Agenda Items 3a, 3b, 3c, 3d, 3e — Consent Calendar\*

Item 3 is an action item.

Chair Stallard asked if any directors or staff had any changes to the consent calendar. The staff requested a change on page 17, the amount listed is \$93,417 and it has been changed to the correct number \$343,940.

Chair Stallard asked for public comments for items on the consent agenda; there were no comments.

Chair Stallard asked for a motion to approve the consent calendar with the suggested corrections; Director Frerichs made the motion, seconded by Director Early.

3a.	Approve Agenda for July September 11, 2023, meeting
3b.	Approve Board Minutes for Regular Meeting of July 17, 2023(Cioffi) (p 5-10)
3c.	Approve Resolution 2023-15 Authorizing Signature Authority for Director of
	Finance and Administration Chas Fadrigo for all YoloTD Bank Accounts with
	WestAmerica and Yolo County (Bernstein) (p 11-13)
3d.	Approve Board Resolution for 2023-2024 FTA Section 5310 Grant for the
	Procurement of three Paratransit Vehicles (Williams) (p 14-16)
3e.	
	Procurement of two replacement 40' CNG buses (Williams) (p 17-18)

#### Roll Call for Agenda Items 3a, 3b, 3c, 3d, 3e—Consent Calendar

	AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard	X				Motion passed
Early	X				
Chapman	X				
Loren	X				
Frerichs	X				

# <u>Agenda Item 4</u> — Yolo 80 Managed Lanes Project: Overview of Draft Environmental Document *Item 4 is a non-action item and for informational purposes only.*

Mr. Abbanat gave an update on the Yolo 80 Managed Lanes Project. Mr. Abbanat clarified that the draft EIR has not been released. Mr. Abbanat stated this will just be an overview of the project since the last update to the Board.

The updates from Mr. Abbanat included:

- Reminder that this project was not granted funding from the California Transportation Commission.
- The draft EIR from Caltrans has not been released. Caltrans states they are still waiting for approval from CalSTA to release the document.
- Caltrans HQ / D3 / YoloTD consensus to prioritize \$86m INFRA funds which expire in 2024.
- Caltrans D3 looking at Phase 1 Build Options that are consistent with ultimate project, can be built with funding in hand.

Mr. Abbanat reviewed the next steps on the project regarding the \$86m the project already has. These options included:

- Phase 1 Build Option may not include tolling.
- Caltrans commitment to continue corridor investments toward express lanes future phases.

- Essential component to contiguous megaregion I-80 express lanes facility.
- Consistent with regional transportation policies

YoloTD plans to continue obligating the \$2m for subset of Tolling Advance Planning activities for a Phase 2 project. YoloTD and Caltrans plan on maintaining momentum towards the final project. YoloTD and Caltrans will continue to engage regional partners to establish regional tolling authority JPA.

Chair Stallard asked if there were any questions from the board. Questions and comments included:

- When can we expect the EIR to be released? The answer was Caltrans was close to the release date. There are still more reviews to be completed.
- Ms. Bernstein stated she is concerned about the delay of the EIR. This concern has been relayed to Caltrans.

Chair Stallard asked if there were any comments from the public. Forrest Oldham, Corey Day, Brett Lee, Barry Broome, Tony Phillips, Ken Wagstaff, Forrest Oldham, Alan Miller, Gabriel Erlich, and Alan Hirsch provided public comment.

#### Agenda Item 5 — ADA Rider Policies, Application and Service Area Update

*Item 5 is a non-action item and for informational purposes only.* 

Mr. Williams provided an update to ADA Paratransit Rider Policies, Application and Service Area.

Mr. Williams gave a background on the Yolobus Special Paratransit Policies and Rider Guides. June 13, 2016 and July 1, 2016 were the last time the policies and guide were updated.

YoloTD staff propose to change the paratransit service from Yolobus Special to YoloMobile.

Mr. Williams reviewed the changes to the rider guide. The changes included:

- Streamlining information to strictly discuss how a rider would interact with paratransit service.
- General Formatting (page numbers, table of contents, etc).
- Updating holiday schedule in include state holidays.

Mr. Williams reviewed the changes to the paratransit application. The changes included:

- Creating a digital application
- Removing redundant questions, or questions that don't directly determine the ADA eligibility criteria.
- Clarifying the review Application review window is 21 working days.

Mr. Williams reviewed the changes to the paratransit rider policy. The changes included:

- Removing punitive language for rider No-shows.
- Changes the suspension policy window to restart every 30 days (as opposed to 60 days currently).

Mr. Williams reviewed the changes to the changes to the service area and service times. The changes included:

- Woodland: (Local fare) \*Reducing service times (due to cuts from 210 and 214).
- Davis: (Intercity Fare) \*Reducing start times due to cuts to route 220 Service.
- West Sac: (Local fare) \*Reducing start times due to cuts to route 35 and local service times.

- Intercity: (Intercity Fare) \*Reducing service times to match coverage of fixed route service.
- Sacramento: Premium \*Shortening the duration of daily service to match current fixed route service.
- Winters: Premium \*Operating service hours to match existing Beeline Service
- Knights Landing Premium \*Adding Knights Landing as a service Area and \*Using Beeline Service Hours to match existing service.

Chair Stallard asked if there were any questions from the board. Questions and comments included:

- How will the changes in the service schedule affect riders? The answer was, while some riders may be impacted, we are working to ensure minimal rider impact.
- Board members asked for data on who the change in service would impact and the cost benefits.
- The board asked is there was an expiration date on the application for paratransit. The answer was riders need to re-apply every two years. However, enforcement of the two-year rule has been inconsistent.
- What were the hours of the 220 fixed route? The staff did not know the hours of the previous route but would get the information and send it to the board.
- The board asked how are the hours of operation of paratransit being adjusted to meet the needs of the community. The question was also asked, how would staff calculate the hours needed for a community if that location does not have a fixed route. Ms. Bernstein responded staff would gather that data and bring it back to the board.
- Will the Beeline buses that are ADA accessible be used for paratransit? The answer was that is not planned at this time, but this can be changed if the need arises.
- If someone in Winters in wanted to take paratransit at 7 am, do they have that option if the Beeline doesn't start until 9am? Ms. Bernstein answered that currently the paratransit runs similar hours to 220.
- What kind of ridership is paratransit experiencing? Ms. Bernstein responded staff would gather that data and get it back to the board.
- Why are we seeing such a jump in ridership? Ms. Bernstein stated that there seems to be a national trend of increased paratransit ridership among all public transit agencies. This could be a result of an ageing population and a change in mindset about driving.
- Did the staff engage with Paratransit riders on the changes? Mr. Williams said there was limited engagement, but more was planned for the next month.
- The board appreciated the changing of the name of the service and for making the application available online.
- Can you ride to Vacaville from any of the Yolo areas? Yes, paratransit trips to Vacaville are allowed from anywhere that fixed route transit service operates in Yolo County. The BeeLine service in Winters also serves Vacaville, because that service follows the old Route 220.
- Can paratransit be outside of the fixed route stops? The answer was yes, the federal minimum is that paratransit needs to serve anywhere within a half mile of a bus stop. The agency can decide to go above and beyond that.
- Director Loren reminded the board that Winters is a part of both Yolo County and Solano County in some key respects.

Chair Stallard asked if there were any other questions or comments from the board; there were no further comments or questions.

Chair Stallard asked if there were any comments from the public; there were no public comments or questions.

<u>Agenda Item 6</u>— Update on the Yolo Active Transportation Corridors (YATC) Project *Item 6 is a non-action item and for informational purposes only.* 

Mrs. Lomeli gave a brief report on the background of the YATC project. This included:

- Will develop an active transportation plan of multi-use trails that will help address mobility barriers for low-income and minority residents of Yolo County.
- Was awarded \$1.2 million in federal funds from the Rebuilding Americans Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

Mrs. Lomeli stated the project had two objectives; to establish a long-term vision and planning document for countywide active transportation corridors and establish priorities and complete construction documents for at least one (1) and up to three (3) corridors.

The YATC project has completed the following steps:

- Selected consulting team led by Fehr and Peers.
- The consulting agreement has two phases: Design and Engineering.

The scope of work addresses the initial planning and outreach phase:

- Project Management.
- Existing Conditions Assessment.
- Public Outreach & Community Engagement.
- Plan Preparation.

Mrs. Lomeli review the project timeline which includes the following:

- August 8, 2023, kick-off meeting.
- Current Activities Include:
  - Identification of locations for bike/ped data collection
  - Establishment of origin/destination zones for travel behavior data
  - Existing Conditions analysis
  - Development of project logo and style guide
  - Development of Community Outreach plan

The next steps for the YATC project include:

- Preliminary Outreach in the Fall.
- Extensive outreach starting 2024.

Chair Stallard asked if there were any questions from the board. Questions and comments included:

- What does CRC refer to? That is the Center for Regional Change. They are a stakeholder in this project.
- Board members reviewed the first round of logo styles.
- What are the zones on the map? Mr. Abbanat responded that the locations on the map are the first 30 reviewed and recommended stops. This will be scaled down to a more manageable list as the project continues.
- The board would like to be included in recommending individuals for any committees needed on this project. Staff agreed to collaborate with the board on this.
- One Board member stated it will be important to get a safe bike route from Davis to Woodland.
- The board requested a better idea of the areas listed by names instead of points on a map.

Chair Stallard asked for public comments for items not on the agenda; Mr. Hirsch provided public comments.

#### **Agenda Item 7** — Administrative Reports

Item 7 is a non-action item and for informational purposes only.

Director Dulcich announced the launch of a new transit service of the UC Davis health service location. This service runs from Elk Grove to UC Davis Medical Center in Sacramento. This service will be timed to connect with the Causeway Connection so that travelers from Elk Grove can transfer at the Medical Center to reach the main UC Davis campus.

Director Loren reminded everyone that the Winters Carnitas festival is occurring on September 30<sup>th</sup>. She encouraged everyone to attend.

Chair Stallard announced that YoloTD would be launching the Beeline service, and the ribbon cutting would occur on September 18<sup>th</sup>.

Ms. Bernstein gave her verbal executive report. This report included:

- YoloTD staff had a soft launch of the Beeline Service on September 11. The launch went well. The public launch will be September 18<sup>th</sup>.
- The Woodland transit study is underway. YoloTD is working with the City of Woodland and hope to have a report soon.
- The compensation study and the Executive Director review will be moved to October.
- YoloTD and UC Davis applied for a grant to update the campus wide transportation master plan. We were granted the money and will move forward with the project.
- YoloTD staff is reviewing an expansion of the Beeline to the city of Yolo.

Michael Klein from Transdev gave a verbal report including:

• We have the needed number of drivers to operate our current service, and we are working on having more standby operators in case of emergencies.

Ms. Bernstein reviewed the long-range calendar focusing on the items coming up in October and November which include:

#### October

- Yolo 80 Managed Lanes Project: Workshop on Draft Environmental Impact Report
- Woodland Transit Center Relocation Study
- Closed session: Annual Performance Review for Executive Director

#### November

- FY 22-23 1st Quarter Financial Status Report
- Preliminary financial status report on close of FY 22-23 Unaudited
- Knights Landing Microtransit Possible Expansion of Service Area to town of Yolo
- Scope of Work for Capital Improvement Plan
- Report/Possible Action on Salary Survey

The meeting was adjourned at 8:00 pm.

#### **Closed Session**

Respectfully submitted:



Heather Cioffi, Clerk to the Board

The recordings of the YoloTD Board of Directors meeting can be viewed on our website at the following link: <u>Agenda & Minutes - Yolobus</u>

# BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT 350 Industrial Way, Woodland, CA 95776 (530) 661-0816

Topic: Approve Board Resolution 2023-16 Authorizing the Executive Director to execute Caltrans agreements for UC Davis Sustainable Campus Transportation Plan	Agenda Item#:	3c Action
	Agenda Type:	Attachments: Yes No
Prepared By: B. Abbanat		<b>Meeting Date: November 13, 2023</b>

## **RECOMMENDATION:**

Approve Board Resolution for the 2023-24 state fiscal year authorizing the Executive Director to execute:

- 1. An agreement with the California Department of Transportation (Caltrans) for the Transportation Tomorrow: A Sustainable Campus Transportation Plan (CTP) for UC Davis project.
- 2. A Memorandum of Understanding that formalizes roles & responsibilities between YoloTD and UC Davis.

## **BACKGROUND:**

Overview

The Caltrans Sustainable Communities grant program funds projects to encourage local and regional planning that supports state goals, implements Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable), and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

In March 2023, the Yolo Transportation District (YoloTD) submitted a grant application in partnership with UC Davis for \$676,923 in funding from the Caltrans Sustainable Communities for the CTP. The project's total cost, including local match, was estimated at \$775,825.

The CTP will update and replace the 2009 UC Davis Bicycle & Transit Network Plan (BTNS) by identifying physical and programmatic strategies to reduce campus-generated VMT and to improve active transportation, transit service/operations, and safety on the UC Davis main campus in Davis, CA. Major deliverables include a Planning Context summary report and a final CTP document informed by robust technical analysis and an extensive community engagement process that will emphasize engagement with underserved members of the campus community. The plan will engage UC Davis affiliates (students, faculty, and staff), stakeholders, and entities such as Unitrans, UC Davis departments (Fire, Police, Transportation Services, Student Health & Housing, etc.), the City of Davis, and Caltrans District 3. The plan will also engage campus advisory bodies such as the UC Davis Transportation & Parking Working Group (TPWG) and the Transportation and Parking Administrative Advisory Committee (TPAAC).

YoloTD's project interest is to work collaboratively with UC Davis to help improve transit and multimodal access to UC Davis, which is the largest trip generator in Yolo County. The CTP will provide valuable inputs to integrate into forthcoming YoloTD planning efforts including an updated Short Range Transit Plan, 10-Year Capital Improvement Plan, and a countywide Long-Range Transit & Transportation Plan.

#### Roles, Responsibilities, and Funding

UD Davis will serve as the primary project manager and YoloTD will be responsible for complying with the grant's administrative requirements including submitting invoices, quarterly reports, and project closeout. UC Davis has budgeted 3% of project budget toward YoloTD's administrative role.

Due to funding constraints, the Sustainable Communities grant program awarded \$500,000 of the original ~\$677,000 grant request, reducing the total project budget to ~\$599,000. Discussions with UC Davis confirm the project can either proceed with this funding amount or they may augment the project with additional funds.

#### Project Schedule

The project will launch no sooner than early January 2024 and reimbursable activity much be completed by the end of April 2026. Attached is a copy of the revised grant application, including scope, schedule, & budget.

#### Resolution

Attached herein is a resolution authorizing the Executive Director to execute agreements for this project, a requirement of the Sustainable Communities grant program.

#### **Attachments:**

- 1. Resolution
- 2. Original Grant Application (does not reflect revised award amount)

# YOLO TRANSPORTATION DISTRICT

#### **RESOLUTION No. 2023-16**

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION TOMORROW: A SUSTAINABLE CAMPUS TRANSPORTATION PLAN FOR UC DAVIS

WHEREAS, in March 2023 the Yolo Transportation District submitted a grant application in partnership with the University of California, Davis (UC Davis) for the Transportation Tomorrow: A Sustainable Campus Transportation Plan for UC Davis (CTP);

**WHEREAS**, the CTP will identify physical and programmatic strategies to reduce campus-generated VMT and to improve active transportation, transit service/operations, and safety on the UC Davis main campus in Davis, CA.

WHEREAS, in August 2023 the CTP was awarded \$500,000 from the California Department of Transportation Sustainable Communities grant program to complete the planning project by April 30, 2026;

WHEREAS, local match requirements are funded by UC Davis;

WHEREAS, Yolo Transportation District will play a supporting role, including complying with the grant program's administrative requirements;

**WHEREAS**, the Board of Directors of the Yolo Transportation District is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, a Memorandum of Understanding between Yolo Transportation District and UC Davis is needed to identify and formalize project administration roles and responsibilities between the agencies;

**WHEREAS**, the Yolo Transportation District Board of Directors wishes to delegate authorization to the Executive Director to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Yolo Transportation District, authorize the Executive Director, or her designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation and a Memorandum of Understanding with UC Davis for project administration.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 13th day of November 2023, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

	Tom Stallard, Chair
	Board of Directors
ATTEST:	
	_
Heather Cioffi, Clerk	
Board of Directors	
Approved as to Form:	

Kimberly Hood, District Counsel

#### PART A. APPLICATION INFORMATION FY 2023-24 **Grant Category** (select only one) Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities) 11.47% Local Match requirement (Not Applicable to Native American Tribal Governments) Sustainable Communities (MPOs with sub-applicant, RTPAs, **Strategic Partnerships** (MPOs and RTPAs only) Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities) Sustainable Communities Competitive Strategic Partnerships (FHWA SPR Part I) Χ (11.47% Local Match requirement) (20% Local Match requirement) Sustainable Communities Competitive Technical Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement) (11.47% Local Match requirement) **Application Submittal Type** (more than one may be selected) New **Prior Phases Re-Submittal** Continuation of a prior project. If so, list the Grant FY and project Re-submittal from a prior grant cycle. New title below. Χ Application How many times has an application been submitted for this project, including this one?

#### PART B. PROJECT INFORMATION

Project Title and Location								
Project Title	Transportation To	Transportation Tomorrow: A Sustainable Campus Transportation Plan for UC Davis						
Project Location (City)	Davis		Project Location (County)	Yolo	Yolo			
Funding Information	ו							
Match Calculat  Minimum Loc  Mhat is the sour (MPOs - Federal T Adaptation Plann  Local Transp	Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator  ☐ Minimum Local Match ☐ Over-Match  What is the source of Local Match funds being used?  (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)							
						Total		
Requested	(Cash)	(In-Kind)	Local Mate	h	Local Match	Project Cost		
\$676,923	\$21,000	\$77,902	\$9 <b>8</b> ,902		14.6%	\$775,825		

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#### Project Description (3-5 Sentences Max.)

Insert Application Narrative:

1. Project Description

YoloTD and UC Davis will partner to develop Transportation Tomorrow, a Sustainable Campus Transportation Plan for UC Davis. UC Davis currently lacks a contemporary, cohesive transportation plan that encompasses walking, biking, and transit projects under the guise of safety, accessibility, and equity. As such, the plan is necessary to update and expand the current UC Davis Bicycle and Transit Network Study (2009) to reflect current campus community/stakeholder input and best practices in equitable active transportation, transit, and transportation safety planning. The plan will identify physical and programmatic strategies to reduce campus-generated VMT and to improve active transportation, transit service/operations, and safety on the UC Davis main campus in Davis, CA.

Major deliverables include a Planning Context summary report and a final plan document informed by robust technical analysis and an extensive community engagement process that will emphasize engagement with underserved members of the campus community. The plan will engage UC Davis affiliates (students, faculty, and staff), stakeholders, and entities such as Unitrans, UC Davis departments (Fire, Police, Transportation Services, Student Health & Housing, etc.), the City of Davis, and Caltrans District 3. The plan will also engage campus advisory bodies such as the UC Davis Transportation & Parking Working Group (TPWG) and the Transportation and Parking Administrative Advisory Committee (TPAAC).

The plan will build upon University and regional plans and policies that promote active transportation, transit, transportation safety, infill development, public health, and GHG reduction, such as those in the UC Davis 2018 Long Range Development Plan and in the SACOG 2020 MTP/SCS.

#### **Project Type**

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.       Active Transportation (Bicycle and Pedestrian)
☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
☐ Complete Streets (Multimodal specific type)
☐ Corridor (Local Streets or Highways)
☐ Freight/Goods Movement
☐ General Plan (Circulation Element, Land Use Element, Specific Plan)
☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
☐ Transit (Bus, Light Rail, and Commuter Rail Service)
☑ Other, specify: Transportation System Safety

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**Underserved Community Definitions** 

PART B. PROJECT INFORMATION (CONTINUED)  the underserved communities in the project
☐ Rural Communities of 50,000 or less and outside of urbanized areas
☐ Native American Tribal Governments
☐ Regionally/Locally Defined Underserved Communities
$\square$ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
☐ At/Above 75% CalEnviroScreen Version 4.0
☐ At/Below 25% California Healthy Places Index

# PART C. CONTACT INFORMATON\*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	Yolo County Transportation District	Regents of the University of California, Davis	
Dept./Division	District Office	Campus Planning & Environmental Stewarship	
Street Address	350 Industrial Way	1850 Research Park Drive, Suite 300	
City	Woodland	Davis	
Zip Code	95776	95618-6153	
Phone Number	(530) 661-0816	(530) 754-7700	
Executive Director Name	Autumn Bernstein	Ahmad Hakim-Elahi, Ph.D., J.D.	
Title	Executive Director	Executive Director	
Executive Director E-mail	abernstein@yctd.org	vcresearch@ucdavis.edu	
Financial Manager Name	Leo Levenson	James Ringo	
Title	Interim Chief Financial Officer	Director	
Financial Manager E-mail	llevenson@yctd.org	jaringo@ucdavis.edu	
Contact Person Name	Brian Abbanat	Lucas Griffith, Ph.D.	
Title	Senior Planner for Multimodal Projects	Director of Campus Planning	
Contact Phone Number	(530) 402-2879	(530) 219-2309	
Contact E-mail	babbanat@yctd.org	lagriffith@ucdavis.edu	

<sup>\*</sup>Use additional pages if necessary.

# PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status: Not applicable for grantee and sub-recipient. 2018 LRDP includes robust expansion of on-campus student/faculty/staff/family housing.		X
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2020 and 2021?		Х

### PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program.  If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:		X	
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:		X	

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### PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <a href="http://findyourrep.legislature.ca.gov/">http://findyourrep.legislature.ca.gov/</a>

State Senator(s)		Assembly Member(s)		
District	Name	District	Name	
3	Bill Dodd	4	Cecilia M. Aguiar-Curry	

### PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency
Vice Chancellor Clare Shinnerl, Ed.D./ UC Davis	Supervisor Lucas Frerichs/ Yolo County

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant	4年 5 代 图 3 2 图 5 2 图 5 2 图		學學學學學學學
Authorized C	Official (Applicant)		THEY CHILL SO
Print Full Name	Autumn Bernstein		
Title	Executive Director Yolo TD		
Signature	Such 2nt	Date	3/8/23
Sub-Applico	int(s)*	BANK	
Authorized C	Official (Sub-Applicant)		
Print Full Name	Chris D. Dye-Hixenbaugh		
Title	Contracts and Grants Officer, The Regents of	the Univ	versity of California
Signature	Chris D. Dye-Hixenbaugh  Chris D. Dye-Hixenbau	Date	03/09/2023
Authorized (	Official (Sub-Applicant)		THE PROPERTY OF
Print Full Name			
Title			
Signature		Date	
Authorized (	Official (Sub-Applicant)		
Print Full Name			
Title			
Signature		Date	

<sup>\*</sup>Use additional pages if necessary.

PART H. APPLIC	CATION NARRATIVE		FY 2023-24
Project Information			
Organization (Legal name)			
Project Title			
Project Area Boundaries			
Project Timeframe (Start and End Dates)			
Do not alter applic	cation format and font size 10		
Application Narrat	ive		
Briefly summari	otion (10 points) - 3-5 sentences make project in a clear and concise coles, parties involved, and any const.	manner, including why the pro	ject is necessary,



#### 2A. Project Justification (15 points) - Do not exceed the space provided

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues

2A. Project Justification (continued)	



#### 2B. Underserved Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the Grant Application Guide Appendix A tools used to define underserved communities, and include a comparison to the statewide thresholds that are established in each tool

#### 2C. Underserved Communities Engagement (5 points) - Do not exceed the space provided

- See Grant Application Guide, Appendix A, for community engagement best practices
- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.



#### 3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

#### 3A. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)

	<ul> <li>Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)</li> </ul>
3C.	Grant Specific Objectives (5 points) - Do not exceed the space provided  Explain how the proposal supports other State goals, including but not limited to:  State Planning Priorities (Government Code Section 65041.1)  Climate Adaptation Goals (State Adaptation Strategy)  Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L



# 3D. Grant Specific Objectives (5 points) - Do not exceed the space provided Explain how the proposal encourages stakeholder involvement

• List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)

#### 3E. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort



<ul> <li>Explain how th Objectives (Gr</li> </ul>	ectives (5 points) - Do not exceed the space provided ne proposal assists in achieving the Caltrans Mission and Grant Program rant Application Guide, Chapter 1.2): Sustainability, Preservation, Accessibility, Ition, Economy, Health, and Social Equity, as applicable
<ul><li>Explain how th transportation</li><li>Discuss next sto</li></ul>	ijectives (5 points) - Do not exceed the space provided ne proposal ultimately results in funded and programmed multimodal system improvements eps for project implementation, including timing for programming that would result from the planning effort



#### 4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: <a href="https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning">https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning</a>

- 4A. Scope of Work (15 points)
- 4B. Cost and Schedule (15 points)

# **Scope of Work Checklist**

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. **Applications with missing components will be at a competitive disadvantage.** Please

use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist		
(√)	Ensure these items are completed prior to submitting to Caltrans	
✓	Use the Fiscal Year 2023-24 template provided	
✓	Include the activities discussed in the grant application	
✓	List all tasks using the same title as stated in the Project Cost and Schedule	
✓	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule	
✓	Exclude sub-task numbers; only include sub-headings	
✓	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks	
<b>✓</b>	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable	
✓	Include a thorough and accurate narrative description of each task	
<b>✓</b>	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and subrecipient(s) can charge against this Task. This Task must only include the following activities and deliverables:  • Caltrans and grantee Project kick-off meeting at the start of the grant  • Invoicing and quarterly reporting to Caltrans  • DBE Reporting (federal grants only)	
	Include Task 02 for the procurement of a consultant (if needed). This task is for the grantee and sub-recipient(s) only.	
<b>✓</b>	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)	
<b>✓</b>	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment (excluding technical projects)	
<b>✓</b>	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).	
✓	Include a summary of next steps your agency will take towards implementing the project in the Final Product	
✓	List achievable project deliverables for each Task	
✓	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide	

## **SCOPE OF WORK**

Project Information		
Grant Category	Sustainable Communities Competitive	
Grant Fiscal Year	FY 2023-24	
Project Title	Transportation Tomorrow: A Sustainable Campus Transportation Plan for UC Davis	
Organization (Legal name)	Grantee: Yolo County Transportation District (YoloTD) Sub-Recipient: The Regents of the University of California, Davis (UC Davis)	

#### **Disclaimer**

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

#### Introduction

YoloTD and UC Davis will partner to develop Transportation Tomorrow, a Sustainable Campus Transportation Plan for UC Davis. UC Davis currently lacks a contemporary, cohesive transportation plan that encompasses walking, biking, and transit projects under the guise of safety, accessibility, and equity. As such, the plan is necessary to update and expand the current UC Davis Bicycle and Transit Network Study (2009) to reflect current campus community/stakeholder input and best practices in equitable active transportation, transit, and transportation safety planning. The plan will identify physical and programmatic strategies to reduce campus-generated VMT and to improve active transportation, transit service/operations, and safety on the UC Davis main campus in Davis, CA.

Major deliverables include a Planning Context summary report and a final plan document informed by robust technical analysis and an extensive community engagement process that will emphasize engagement with underserved members of the campus community. The plan will engage UC Davis affiliates (students, faculty, and staff), stakeholders, and entities such as Unitrans, UC Davis departments (Fire, Police, Transportation Services, Student Health & Housing, etc.), the City of Davis, and Caltrans District 3. The plan will also engage campus advisory bodies such as the UC Davis Transportation & Parking Working Group (TPWG) and the Transportation and Parking Administrative Advisory Committee (TPAAC).

The plan will build upon University and regional policies that promote active transportation, transit, transportation safety, infill development, public health, and GHG reduction, such as those in the UC Davis 2018 Long Range Development Plan and the SACOG 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy.

In addition to guiding future investments in the campus transportation system, the plan will be prepared as a qualifying Local Roadway Safety Plan (LRSP) and Active Transportation Plan (ATP) to enable UC Davis to pursue discretionary funding for subsequent project planning, design, and implementation. UC Davis is prepared to begin implementing the plan immediately upon completion. Projects identified in the plan will be implemented as funding allows through the University's annual transportation rehabilitation program, as mitigation measures associated with on-campus development projects, and/or as discretionary funding sources are secured (i.e., for large-scale infrastructure projects).

#### Planning Context

Bicycling is engrained in the fabric of the UC Davis and Davis has a reputation as the preeminent bicycling community in the United States. Historically, UC Davis' interconnected system of onand off-street bikeways provided a high-quality and convenient bicycling experience for UC Davis students, faculty, and staff. As the campus has grown in recent years, the on-campus active transportation system has experienced increased utilization and an increased variety of micromobility devices, introducing new conflicts and degrading the overall performance of the active transportation system. While the very high volumes of people walking, bicycling, and rolling provide tremendous benefits from a VMT and GHG emissions standpoint, they introduce unique issues related to active transportation user safety, comfort, and accessibility. With UC Davis planning for over 9,000 new beds of compact infill on-campus student housing by 2030, these issues will worsen as the number and density of active transportation users increase, underscoring the needs for this plan. As communities throughout the state continue to implement aggressive actions to address climate change, including infill development and active transportations system investments, they too will begin to experience increased active transportation user demand that traditional active transportation facility design may be unable to accommodate. As such, UC Davis envisions that this plan will serve as a model for other communities contemplating how to best balance GHG emission reduction goals with active transportation user safety, comfort, and performance.

#### <u>Issues Identified</u>

Complex Multi-Modal Operating Environment: According to the annual UC Davis Campus Travel Survey, approximately 48,000 students, faculty, and staff visit the UC Davis campus on a typical weekday. Approximately 63% of UC Davis affiliates bike, walk, or ride transit to campus, including 16,000 bicyclists traveling on the campus transportation system on a typical weekday.

Within the core campus, extremely high levels of people walking, bicycling, and rolling and a general lack of dedicated space for each active mode creates crowding and conflicts on active transportation facilities. Electric micromobility devices such as eBikes and eScooters have become more prevalent in recent years, representing approximately 5% of all micromobility devices on-campus as of Fall 2022. These devices increase speed differentials between active modes and introduce new conflicts on active transportation facilities. UC Davis and the City of Davis will soon implement an eBike and eScooter share program to increase travel choices and reduce GHG emissions. However, operational issues are expected to worsen as these devices continue to grow in popularity. While the UC Davis core campus prohibits the use of private motor vehicles, transit vehicles, service vehicles, and delivery vehicles mix and conflict with active modes on core campus roadways.

The operating environment transitions outside of the core campus, as campus roadways are configured to accommodate higher volumes and speeds of peak period vehicle traffic in addition to people walking, bicycling, and riding transit. Here, multi-lane roadways channelize local traffic from the City of Davis and regional traffic from SR 113 and I-80 through campus and into parking facilities located on the core campus periphery. This emphasis on vehicle traffic can create barriers to people walking, bicycling, and rolling such as infrequent crossing opportunities, long crossing distances, and physical mixing and higher speed differentials with vehicle traffic at intersections. As such, the campus transportation system requires careful planning in order to balance the often competing needs posed by its complex multi-modal operating environment.

Safety: The total number of reported collisions on campus increased from 109 to 156 between 2019 and 2022 (43% increase) according to UC Davis Police Department collision data, and a fatal collision involving an eBike user and a garbage truck occurred in Spring 2022. While on-

campus conflicts can be attributed in part to the very high volumes and frequent physical mixing of multi-modal traffic, additional analysis and planning are needed to better understand the evolving underlying factors that contribute to these collision trends and to identify countermeasures to reduce the number and severity of collisions on campus.

Equitable Access to Higher Education: According to Aggie Data, approximately 31% of UC Davis undergraduate students are under-represented minorities and 36% are first-generation college students. According to the 2019 American Community Survey, the Census Tract that comprises the UC Davis campus contains 8,900 residents (predominantly students residing on-campus) with a median household income of \$24,813 (30% of the State median household income) and 62% of whom are below the poverty level. Off-campus within Davis, residents aged 18-24 (most of whom are UC Davis students) exhibit a median household income of \$22,000 (26% of the State median household income) and 74% are below the poverty level. The provision of safe and comfortable active transportation and transit infrastructure is an important component of promoting equitable access to higher education for these underserved community members.

Local Housing Constraints: UC Davis has made significant investments in on-campus housing in recent years, increasing the number of on-campus beds from 9,000 to 15,000 since 2017. While these investments have provided needed relief, local housing constraints within the City of Davis require many UC Davis affiliates to secure housing outside of Davis. According to the annual UC Davis Campus Travel Survey, approximately 12% and 62% of students and employees, respectively, live outside of Davis and since 2007, the total number of students and employees who live outside of Davis has increased by over 1,300 people. These affiliates are primarily reliant on travel by private automobile given the relative lack of other transportation options for trips to/from campus, incurring considerable VMT and GHG emissions for their commute travel activity. This trend is expected to continue as longer tenured UC Davis staff retire and their replacements are unable to find housing options within Davis.

#### How the Public was Involved in Identifying the Above Issues

These issues were identified during public outreach conducted as part of the preparation of the UC Davis 2018 Long Range Development Plan and the YoloTD Comprehensive Operational Analysis, and through feedback provided by the campus community during regular meetings of the UC Davis Transportation & Parking Working Group (TPWG) and Transportation and Parking Administrative Advisory Committee (TPAAC) meetings. Moreover, UC Davis affiliates regularly provide input regarding travel behavior and attitudes towards the campus transportation system as part of the annual UC Davis Campus Travel Survey.

#### How the Plan Will Address These Issues

The issues identified by the community as listed above will be addressed throughout the Scope of Work, through inclusion of the following elements:

- 1. A systemic safety analysis of the UC Davis campus transportation system and identification of safety countermeasures to reduce the number/severity of collisions.
- 2. A Level of Traffic Stress (LTS) analysis to strategically identify UC Davis facilities most in need of active transportation facility improvements.
- 3. An analysis of UC Davis affiliate travel patterns to understand and serve active transportation and transit market potential.
- 4. Utilizing a community-driven planning process, with a focus on collecting input from underserved community members.
- 5. Increasing accessibility for users of all abilities by identifying and closing gaps in the active transportation and transit networks.

### Ramifications of Not Funding the Project

Without Caltrans Sustainable Communities funding, UC Davis would need to rely on its outdated Bicycle and Transit Network Study (2009) and would implement improvements without the benefit of a robust community engagement process.

### **Project Stakeholders**

UC Davis and YoloTD staff will perform and manage this project, with technical analysis, community engagement, and planning completed by Fehr & Peers, a transportation consulting firm. Fehr & Peers was previously selected by UC Davis as an on-call transportation consultant through a proper procurement process, and offers the expertise and ability to deliver the tasks identified in the Scope of Work through their existing on-call contract with UC Davis. Fehr & Peers will work under the guidance of UC Davis and YoloTD staff and feedback from the community and stakeholder engagement process.

The project team will consult a Technical Advisory Committee (TAC) throughout the project to provide technical feedback. The project team will be working with TAC members who have expertise in active transportation, transit, and safety planning and design. The project team will host bi-monthly TAC meetings during the project. The project team will ensure that Caltrans is involved and included in the TAC meeting and public outreach events. Key TAC members include, but are not limited to, the following:

- Caltrans District 3
- Sacramento Area Council of Governments (SACOG)
- Yolo County
- Yolo County Transportation District (YoloTD)
- City of Davis
- ASUCD Unitrans
- UC Davis Athletics
- UC Davis Campus Planning and Environmental Stewardship
- UC Davis Design and Construction Management
- UC Davis Facilities Management
- UC Davis Fleet Services
- UC Davis Fire Department
- UC Davis Police Department
- UC Davis Fleet Services
- UC Davis Safety Services / Risk Management
- UC Davis Student Affairs (Bike Barn, Housing & Dining Services, Student Health & Counseling Services)
- UC Davis Supply Chain / Procurement Services (vendors who drive on-campus)
- UC Davis Institute of Transportation Studies (ITS)

The project team will also consult a variety of stakeholder groups throughout the engagement process. The project team will host on-going open houses, pop-up events, and online engagement activities to solicit stakeholder feedback throughout the project. Key stakeholders for this project include, but are not limited to, the following:

- UC Davis Transportation & Parking Working Group (TPWG)
- UC Davis Transportation and Parking Administrative Advisory Committee (TPAAC)
- Aggie Food Pantry
- Aggie Compass Basic Needs Center
- Cross-Cultural Center
- Identity-based student groups (70+ currently in operation)
- Bike Davis
- UC Davis affiliates (students, faculty, and staff)

### **Overall Project Objectives**

Consistent with the Caltrans Mission and Grant Program Objectives, the overall project objectives are as follows:

- Sustainability Identify and prioritize projects that promote the use of active modes, transit, and ridesharing for travel to, from, and within the UC Davis campus, thereby reducing campus-generated vehicle miles traveled (VMT) and associated greenhouse gas (GHG) emissions.
- Preservation Identify and prioritize projects that maximize existing UC Davis transportation infrastructure assets to accommodate planned on-campus infill development, thereby minimizing the physical footprint of the campus transportation system and its effects on the surrounding natural environment.
- Accessibility Identify and prioritize projects that will reduce/eliminate barriers to active
  transportation and transit access to and from the UC Davis campus, particularly across
  freeway interchanges, at gateways between the UC Davis campus and the City of
  Davis, near on-campus transit stops, and at major on-campus activity centers.
- Safety Utilize the Safe System approach to identify and prioritize projects that will
  reduce the number and severity of collisions on the UC Davis campus, particularly killed
  or severely injured (KSI) collisions and collisions involving vulnerable roadway users such
  as people walking, bicycling, and rolling. Projects will increase the separation of modes in
  space and/or time, reduce speed differentials between modes, and/or reduce potential
  kinetic energy transfer between modes.
- Innovation Identify and prioritize projects that improve safety and operations for
  extremely high volumes and types of active transportation users on the UC Davis
  campus, including those utilizing electric micromobility devices. Identify and prioritize
  projects that promote the conversion to zero emission transit vehicles by local and
  regional transit operators. Utilize mobile device origin-destination data to better
  understand UC Davis affiliate travel patterns and to identify strategies to increase active
  transportation and transit mode split for UC Davis affiliates.
- Economy Improve the safety and comfort of the UC Davis campus transportation system to attract the research, innovation, and future leaders that drive UC Davis' substantial contributions to the local, regional, and state economies. Improve active transportation and transit access between the UC Davis campus and local businesses in the City of Davis, including those in neighboring Downtown Davis.
- Health Emphasize the potential for improved health outcomes via increased physical activity, resulting from a greater number of UC Davis affiliates walking, biking, or rolling for daily travel activities.
- Social Equity Conduct extensive engagement with UC Davis affiliates, stakeholders, and partners to better understand community values with respect to transportation. Identify and prioritize projects that promote safe and comfortable active transportation and transit access to employment and higher education opportunities, particularly for low-income UC Davis students and for UC Davis affiliates who are unable to secure housing locally in Davis.

### **Summary of Project Tasks**

### **Task 01: Project Administration**

YoloTD and UC Davis will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

### Project Kick-Off Meeting

- YoloTD and UC Davis will participate in a kick-off meeting with Caltrans District staff to review grant procedures, establish communication protocols, and review/finalize the scope of work, cost, and schedule. YoloTD and UC Davis will prepare and submit a meeting summary to Caltrans District staff.
- Responsible Parties: YoloTD, UC Davis

### **Quarterly Invoices and Progress Reports**

- YoloTD and UC Davis will complete and submit quarterly invoice and progress report
  packages to Caltrans District staff. The progress reports will provide a summary of project
  progress, including grant and local match expenditures.
- Responsible Parties: YoloTD, UC Davis

### **Task Deliverables**

Kick-off meeting with Caltrans and meeting summary

Quarterly invoice and progress report packages

### Task 1: Planning Context

### Project Kick-Off Meeting

- Consultant will participate in a kick-off meeting with YoloTD and UC Davis staff to discuss
  key project outcomes, establish communication protocols, and review/finalize the scope
  of work, cost, and schedule. Consultant will prepare and distribute a meeting agenda
  and minutes to YoloTD and UC Davis staff.
- Responsible Parties: Consultant, YoloTD, UC Davis

### **Review Background Documents**

- Consultant will review relevant existing planning documents including, but not limited to, the following:
  - o UC Davis 2018 Long Range Development Plan (LRDP)
  - o UC Davis 2007/2008 Physical Design Framework
  - UC Davis 2009 Bicycle and Transit Network Study
  - UC Davis Annual Campus Travel Survey
  - Unitrans General Manager's Report 2021-22
  - o YoloTD 2021 Comprehensive Operational Analysis
  - Yolo County Community Health Needs Assessment 2022-2024
  - o City of Davis 2014 Beyond Platinum Bicycle Action Plan

- Sacramento Area Council of Governments (SACOG) 2020 Metropolitan
   Transportation Plan/Sustainable Communities Strategy (MTP/SCS)
- o SACOG Sacramento Region Parks and Trails Strategic Development Plan
- SACOG Next Generation Transit Strategy
- o Caltrans I-80 Comprehensive Multimodal Corridor Plan
- Caltrans District 3 Active Transportation Plan
- o Caltrans Toward an Active California: Bicycle and Pedestrian Plan
- Responsible Party: Consultant

### **Data Collection**

- Consultant will compile data related to the UC Davis main campus transportation system including, but not limited to, the following:
  - o Existing and planned roadway infrastructure
  - Existing and planned active transportation infrastructure and usage
  - o Existing and planned transit services, facilities, and ridership
  - Collision data for reported collisions that occurred within the last 5 years (e.g., UC Berkeley Transportation Injury Mapping System (TIMS), UC Davis Fire Department, UC Davis Police Department, UC Davis Student Health & Counseling Services)
  - o Socioeconomic data for UC Davis campus affiliates (students, faculty, and staff)
  - Existing and proposed land uses
  - o Parking supply and occupancy
  - o UC Davis campus affiliate mode share
  - UC Davis campus affiliate origin-destination and commute travel patterns (e.g., mobile device data, US Census On the Map, UC Davis Campus Travel Survey)
  - Multi-modal traffic counts
  - Field data collection
- Responsible Party: Consultant

### Safety Analysis

- Consultant will conduct a systemic safety analysis of the UC Davis transportation system. Consultant will analyze collisions that occurred on the UC Davis campus over the past five years, including collision hot spots, primary collision factors, underlying contextual factors, and killed and severely injured (KSI) collisions. Specific to the active transportation system, this analysis will evaluate crowding on bikeways and paths, mixing between conventional and electric micromobility devices, and mixing between active transportation users and motor vehicles (including transit vehicles). The purpose of this analysis is to identify and review high injury corridors, hot spot locations, and other potentially high-risk locations that would benefit from improvements and countermeasures identified throughout the planning process.
- Responsible Party: Consultant

### **Travel Market Analysis**

 Consultant will analyze UC Davis affiliate travel and commute patterns, including an analysis of major origin-destination pairs and trip generators for internal and external trips as well as historic commute pattern trends. This analysis will quantify the number of UC Davis affiliates that travel between campus and off-campus residential locations in Yolo County, Solano County, and the greater Sacramento region. The purpose of this analysis is to better understand the existing travel characteristics of UC Davis affiliates and to assess the potential UC Davis affiliate active transportation and transit travel markets.

• Responsible Party: Consultant

### **Level of Traffic Stress Analysis**

- Consultant will evaluate the Level of Traffic Stress (LTS) for people walking, bicycling, and
  rolling across the UC Davis campus transportation system. The LTS evaluation will be used
  to identify opportunities to apply best practices for creating low stress active
  transportation facilities in order to accommodate a wider range of active transportation
  users and to encourage greater use of active modes of travel.
- Responsible Party: Consultant

### **Transit Operations Analysis**

- Consultant will evaluate existing transit operations on the UC Davis campus including, but not limited to, on-campus route alignments, transit delay hot spots, locations with high levels of physical mixing between transit vehicles and active transportation users, and ingress/egress at the Silo and Memorial Union Terminals. Consultant will interview Unitrans and YoloTD staff and operators to inform the transit operations analysis, including the student drivers who operate the student-run Unitrans system.
- Responsible Party: Consultant

### Network Gap Analysis

- Consultant will identify gaps and barriers within the active transportation and transit networks that accommodate travel to, from, and within the UC Davis campus. The connectivity analysis will identify locations where active transportation and transit facility/service improvements could be implemented to improve connectivity and enhance access for UC Davis affiliates.
- Responsible Party: Consultant

### Vehicle Miles Traveled (VMT) Analysis

- Consultant will estimate the total vehicle miles traveled (VMT) generated by the UC Davis campus during a typical weekday. The analysis will aggregate campus-generated VMT by internal-internal, and internal-external/external-internal trips.
- Responsible Party: Consultant

### **Community Equity Analysis**

- Consultant will identify areas of need for active transportation, transit, and safety
  improvements to enhance access, mobility, and safety for the most vulnerable users and
  underserved members of the UC Davis campus community. The community equity
  analysis will be used to prioritize projects to create more equitable access to active
  transportation and transit for travel to, from, and within the UC Davis campus.
- Responsible Party: Consultant

### Documentation

 Consultant will create a Planning Context summary report describing the background document review, data collection, and analyses described throughout Task 1. The report will highlight opportunities and barriers related to transportation access, mobility, and safety on the UC Davis campus, particularly those for people walking, bicycling, and riding transit and for vulnerable users.

- The summary report will include exhibits, tables, and charts to accompany the report narrative.
- Consultant will prepare Draft and Final summary reports.
- Responsible Parties: Consultant, YoloTD, UC Davis

### Project Management

- Consultant will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 1. Consultant will prepare and distribute meeting agendas and minutes.
- Consultant will submit invoices and progress reports on a monthly basis throughout Task 1.
- Responsible Party: Consultant

Task Deliverables
Kick-off meeting agenda and minutes
Draft and Final Planning Context summary reports
Project coordination meeting agendas and minutes
Monthly invoices and progress reports

### Task 2: Community and Stakeholder Engagement

### Community and Stakeholder Engagement Plan

- Consultant will prepare a comprehensive community and stakeholder engagement plan
  to guide activities throughout the planning process. The plan will identify strategies and
  milestones to ensure broad engagement of the Technical Advisory Committee (TAC),
  stakeholders, and the UC Davis campus community, particularly underserved community
  members.
- Consultant will prepare Draft and Final community and stakeholder engagement plan documents.
- Consultant will update and maintain TAC, community, and stakeholder contact list.
- Responsible Party: Consultant, UC Davis

### <u>Technical Advisory Committee (TAC) Meetings</u>

- Consultant will host bi-monthly (i.e., every other month) virtual TAC meetings comprised
  of key campus entities and partner agencies including, but not limited to, YoloTD,
  Unitrans, UC Davis Transportation Services, UC Davis Police Department, UC Davis Fire
  Department, Student Health & Counseling Services, UC Davis Student Housing & Dining
  Services, the City of Davis, and Caltrans. The purpose of the TAC meetings will be to
  discuss progress, present analysis findings and recommendations, and receive direction
  from members of the TAC.
- One of the early TAC meetings will include a map-based values exercise where TAC members identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.
- Consultant will coordinate the scheduling, noticing, and set up of all TAC meetings.
- Consultant will prepare and distribute meeting agendas and minutes.

• Responsible Parties: Consultant, UC Davis

## <u>UC Davis Transportation & Parking Working Group (TPWG) and Transportation and Parking Administrative Advisory Committee (TPAAC) Meetings</u>

- Consultant will participate in three meetings with each the UC Davis Transportation & Parking Working Group (TPWG) and the Transportation and Parking Administrative Advisory Committee (TPAAC) over the duration of the planning process (six meetings total):
  - The first meeting will discuss the project goals and objectives, solicit input on TPWG and TPAAC perceptions and needs regarding the UC Davis campus transportation system, and conduct a map-based values exercise where TPWG and TPAAC members identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.
  - The second meeting will present the findings of the planning context analysis.
  - The third meeting will present the initial list of transportation network improvement projects and solicit TPWG and TPAAC input on priority projects.
- Consultant will prepare and distribute meeting agendas and minutes.
- Responsible Parties: Consultant, UC Davis

### Community Open Houses

- Consultant will participate in three in-person community open houses over the duration
  of the planning process. The target audience for the community open houses will be UC
  Davis student, faculty, and staff and campus stakeholders.
  - o The first open house will discuss the project goals and objectives, solicit input on participant perceptions and needs regarding the UC Davis campus transportation system, and conduct a map-based values exercise where participants identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.
  - o The second open house will present the findings of the planning context analysis.
  - o The third open house will present the initial list of transportation network improvement projects and solicit participant input on priority projects.
- Consultant will prepare and distribute meeting agendas and minutes.
- Consultant and UC Davis will prepare and distribute event noticing through email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus.
- The community open houses will be held on-campus during the academic year to maximize participation among the UC Davis campus community.
- Consultant and UC Davis will collaborate with UC Davis students to help facilitate
  engagement activities. We plan to hire UC Davis students with grant funds to assist with
  tabling at open houses.
- Responsible Parties: Consultant, UC Davis

#### Online Engagement

 Consultant will utilize a variety of methods of online engagement that may include, but are not limited to, online surveys, a project website, a virtual open house, and/or online mapping tools (e.g., MetroQuest, ArcGIS StoryMap). Consultant will work with UC Davis and YoloTD to identify the most effective online engagement tools to reach the broadest

- cross section of the UC Davis campus community, especially underserved community members.
- Consultant and UC Davis will prepare and distribute online engagement noticing through email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus.
- Responsible Parties, Consultant, UC Davis, YoloTD

### Pop-Up Engagement Events

- Consultant, UC Davis, and YoloTD will facilitate up to 20 pop-up engagement events throughout the planning process. The pop-up events will meet people where they are, particularly underserved members of the UC Davis campus community.
- Consultant will prepare a traveling engagement toolbox that will be used to engage the
  community at existing events/venues both on-campus and in neighboring communities.
   These include, but are not limited to, the UC Davis Aggie Food Pantry, the UC Davis
  Aggie Compass Basic Needs Center, the UC Davis Cross-Cultural Center, UC Davis Picnic
  Day, UC Davis Whole Earth Festival, the Davis Farmers Market, and the Yolo County Fair.
- Consultant and UC Davis will prepare and distribute event noticing through email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus.
- Consultant and UC Davis will collaborate with UC Davis students to help facilitate engagement activities. We plan to hire UC Davis students with grant funds to assist with tabling at pop-up engagement events.
- Responsible Parties, Consultant, UC Davis, YoloTD

### Project Management

- Consultant will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 2. Consultant will prepare and distribute meeting agendas and minutes.
- Consultant will submit invoices and progress reports on a monthly basis throughout Task 2.
- Responsible Party: Consultant

#### Task Deliverables

Draft and Final Community & Stakeholder Engagement Plan

Online engagement tool (e.g., project website, ArcGIS StoryMap, etc.)

TAC meetings, including accompanying noticing, collateral, and meeting summary memorandums

TPWG and TPAAC meetings and accompanying meeting summary memorandums

Community open house events, including accompanying noticing, collateral, and meeting summary memorandums

Pop-up engagement events, including accompanying noticing, collateral, and meeting summary memorandums

Project coordination meeting agendas and minutes

Monthly invoices and progress reports

### **Task 3: Project Development**

### Performance Measures

- Consultant, YoloTD, and UC Davis will identify up to 10 performance measures to guide the plan recommendations. The performance measures will be derived from goals, policies, and standards stated in the relevant background documents reviewed in Task 1, input from the TAC, TPWG, TPAAC, community, and stakeholder values exercises in Task 2, and the Grant Program Objectives. Potential performance measures include, but are not limited to, reducing the number/severity of collisions, cost effectiveness, removal of active transportation/transit barriers, decrease in UC Davis-generated VMT, and increased access for underserved community members.
- Responsible Parties, Consultant, YoloTD, UC Davis

### **Network Planning**

- Consultant will develop a recommended active transportation and transit network for the UC Davis campus, focused on establishing the role of each active transportation/transit corridor/route within the overall network hierarchy. The corridor network role will inform the specific facility type recommendations completed in the subsequent subtask
- Responsible Party: Consultant

### **Project Identification**

- Consultant will identify a project list of active transportation, transit, and safety improvements to the UC Davis campus transportation system, including the following:
  - o Active transportation/transit gap closure projects
  - o New or improved bikeway and pedestrian facilities (both on- and off-street)
  - New or improved bicycle or pedestrian crossings, particularly at interchanges, freeway interchanges, and UC Davis/City of Davis gateways
  - o Intersection/roadway reconfigurations
  - New or improved traffic control devices
  - Safety countermeasures to reduce the number/severity of collisions
  - New or improved transit stops/terminals, including adjoining first-/last-mile access improvements
  - New or improved on-campus transit routing and transit priority measures
  - New transit route alignment concepts between UC Davis and off-campus transit markets (e.g., Woodland Spring Lake, West Sacramento Southport, etc.)
  - Active transportation/transit access improvements for underserved community members
  - Non-infrastructure programs and wayfinding
- Responsible Party: Consultant

### **Project Prioritization**

Consultant will utilize previously identified performance measures to develop a project
prioritization framework. Consultant will apply the project prioritization framework to the
project list to categorize projects by priority type (e.g., high, medium, and low priority).
The priority list will identify infrastructure project and programs that align with community
values, are feasible to implement, and address the user needs identified in Task 1.

- Consultant will prepare a technical memorandum summarizing the draft/prioritized project list and the performance measures.
- Responsible Party: Consultant

### **Project Implementation**

- Consultant will develop an implementation strategy that identifies funding opportunities, existing UC Davis projects and maintenance activities, partner agencies, and future planning needs to implement the prioritized project list.
- Responsible Party: Consultant

### **Priority Project Fact Sheets**

- Consultant will develop grant-ready fact sheets for up to 10 priority projects, including a
  project description, conceptual drawing (as applicable), and planning-level cost
  estimate for each project.
- Responsible Party: Consultant

### Project Management

- Consultant will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 3. Consultant will prepare and distribute meeting agendas and minutes.
- Consultant will submit invoices and progress reports on a monthly basis throughout Task 3.
- Responsible Party: Consultant

### **Task Deliverables**

Project Development technical memorandum

Project coordination meeting agendas and minutes

Monthly invoices and progress reports

### Task 4: Draft and Final Plan

### Draft Plan

- Based on the work completed in Tasks 1 through 3, Consultant will prepare a Draft UC Davis Sustainable Campus Transportation Plan.
- The plan will be prepared to meet all State requirements for a qualifying Active Transportation Plan (ATP) and Local Roadway Safety Plan (LRSP).
- The plan will include a section that describes the subsequent project implementation process, as identified in Task 3.
- Responsible Party: Consultant

### Draft Plan Public Review

- Consultant will present the draft plan to the TPWG, the TPAAC, and the TAC and solicit feedback for inclusion in the final plan.
- The draft plan will be posted to the online project engagement tool (i.e., project website) and distributed to the community and stakeholder contact list for public comment.
   Public comments will be collected, reviewed, and addressed in the final plan.

Responsible Party: Consultant

### Final Plan

- Consultant will prepare a Final UC Davis Sustainable Campus Transportation Plan that addresses the feedback provided by the public, stakeholders, and various advisory committees. These comments will be summarized and included in the appendix.
- Consultant will submit four hard copies and four ADA-accessible electronic copies of the final plan to Caltrans. Credit will be given to Caltrans on the cover page.
- Responsible Party: Consultant

### Project Management

- Consultant will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 4. Consultant will prepare and distribute meeting agendas and minutes.
- Consultant will submit invoices and progress reports on a monthly basis throughout Task 4.
- Responsible Party: Consultant

### Project Close Out

- At the conclusion of the project, YoloTD and UC Davis will complete and submit the final project filing and project close-out survey to Caltrans District staff.
- Responsible Parties: YoloTD, UC Davis

Task	Deliverable	25
IUJI	DCIIVCIADIC	,,

Draft and Final UC Davis Sustainable Campus Transportation Plan

Project coordination meeting agendas and minutes

Monthly invoices and progress reports

Final project filing and project close-out survey

# California Department of Transportation Sustainable Transportation Planning Grant Program COST AND SCHEDULE

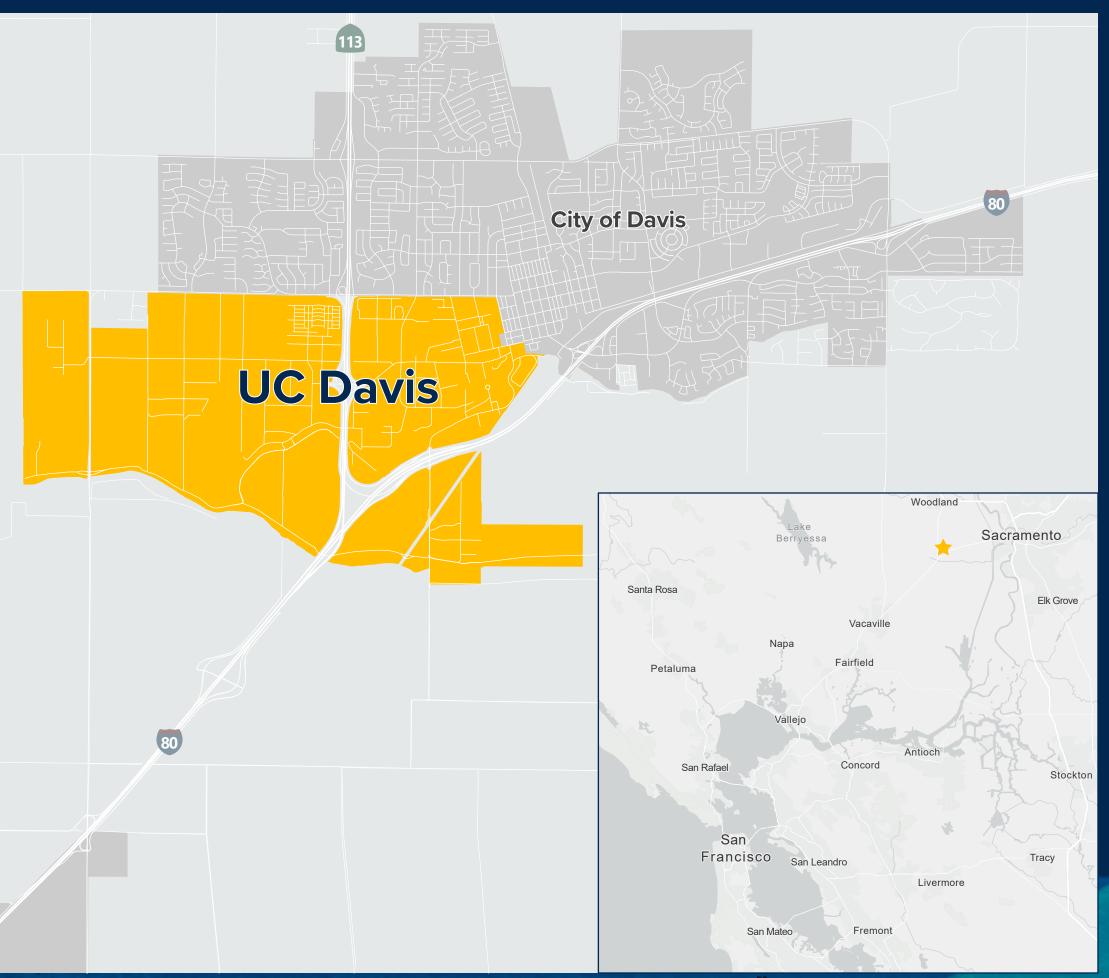
Grant Category	Sustainable Communities Competitive					
Grant Fiscal Year	FY 2023-24					
Project Title	Transportation Tomorrow: A Sustainable Campus Transportation Plan for UC Davis					
Organization (Legal name)	irantee: Yolo County Transportation District (YoloTD)  ub-Recipient: Regents of the University of California, Davis (UC Davis)					
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment.  Use only whole dollars in the financial information fields. No rounding up ordown and no cents.  Use the Local Match Calculator to ensure that grant and local match amounts are correct:  Local Match Calculator					
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs?					

Task			Estimated Estimated unt* Local Cash Local Match* In-Kind Match		Local Estimated Iotal		FY 2023/24			FY 2024/25		FY 2025/26		
#	Task Title	Grant Amount*					A s	o	N D J F M A M J	JASON	D J F M A M J	JASON	D J F M	A M J
01	Project Administration	\$0	\$5,000	\$8,189	\$5,000									
1	Planning Context	\$182,331	\$2,500	\$13,591	\$184,831									
2	Community and Stakeholder Engagement	\$225,831	\$11,000	\$28,342	\$236,831									
3	Project Development	\$182,331	\$2,500	\$13,591	\$184,831									
4	Draft and Final Plan	\$86,430		\$14,189	\$86,430									
	Totals	\$676,923	\$21,000	\$77,902	\$697,923									

# Transportation Tomorrow A Sustainable Campus Transportation Plan for UC Davis

**Map of Project Area** 





# **Project Area**

### WHAT YOU SEE ON THIS MAP

The project area includes the UC Davis main campus in Davis, CA. UC Davis is located along the Interstate 80 corridor betwen the San Francisco Bay Area, Sacramento, and the Tahoe Basin. The UC Davis campus is situated immediately adjacent to the City of Davis and the two jurisdictions, while independent, are closely related with respect to housing, transportation, land use, and economic development.

### **LEGEND**



UC Davis Campus (Project Area)



UC Davis Campus (Inset Map)

City of Davis



# Transportation Tomorrow A Sustainable Campus Transportation Plan for UC Davis

**Graphics and Data** 



# Russell Blvd Downtown Davis **West Village** Davis **Amtrak** Core Campus Station **Hutchison Dr West Campus** La Rue Rd **South Campus**

## **UC Davis Campus**

### WHAT YOU SEE ON THIS MAP

The UC Davis campus exhibits a variety of uses. The core campus, bounded by SR 113 to the west, I-80 to the south, and the City of Davis to the north and east, contains the greatest intensity of housing, recreation, and academic uses. West campus, located west of SR 113, contains the West Village student neighborhood and a variety of agricultural research uses. South campus, located south of I-80, contains research and support uses.

The core campus experiences the highest levels of multimodal travel demand both within the core campus and between the core campus and west campus, south campus, and the City of Davis, particularly off-campus destinations such as Downtown Davis and the Amtrak Station. Travel between these areas requires users to cross barriers to active travel, particularly SR 113, I-80, Putah Creek, and major arterials that line the campus edges.

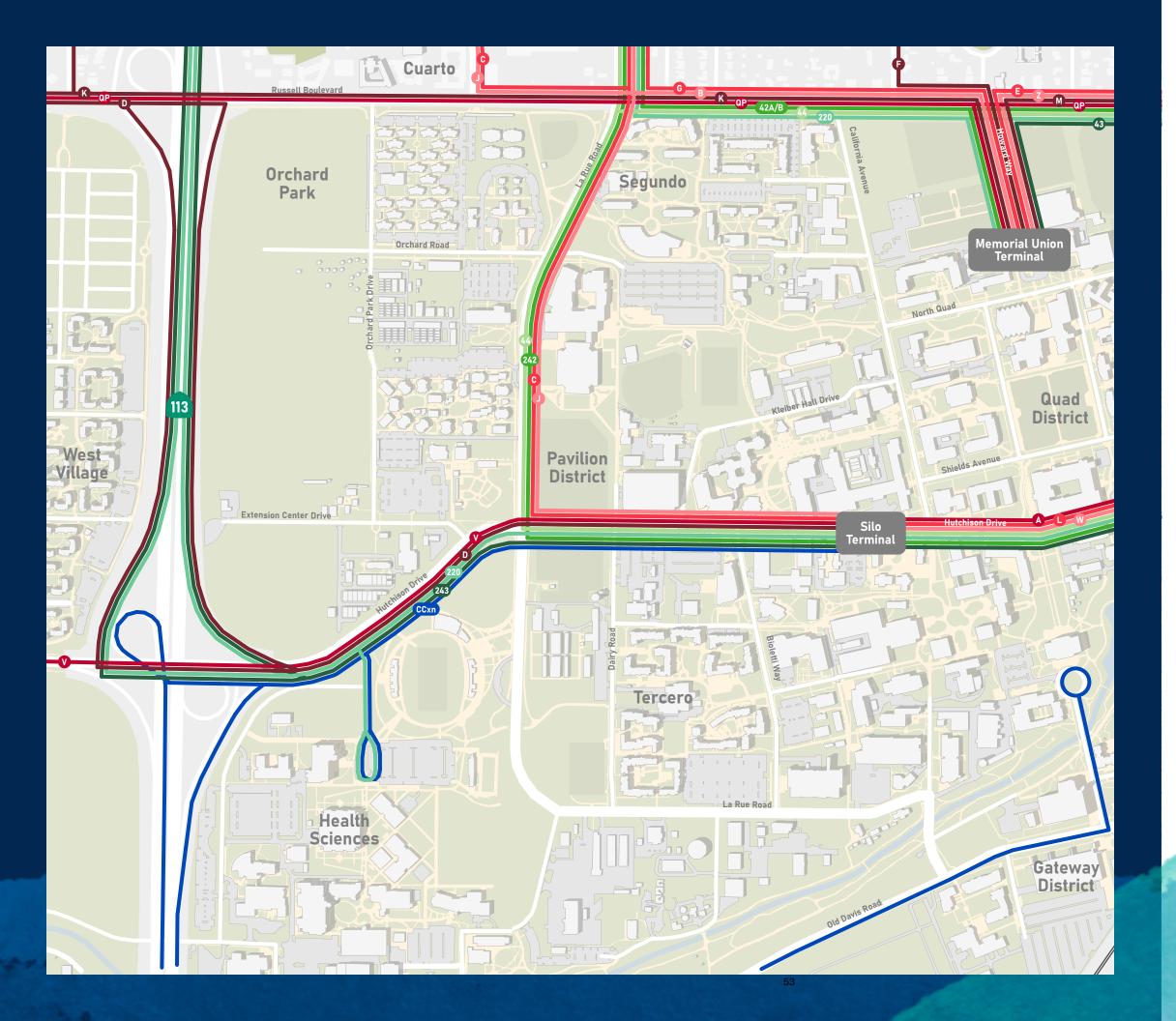
### **LEGEND**

Student Housing

Recreation/Open Space

Academic/Research/Support

**UCDAVIS** 



## **Existing Transit**

### WHAT YOU SEE ON THIS MAP

This figure illustrates the existing transit services and facilities on and near the UC Davis campus.

Unitrans is the primary local bus service provider, with routes connecting the UC Davis campus with destinations and residential areas throughout the City of Davis.

Yolobus is the primary intercity bus service provider, with routes connecting the UC Davis campus with Downtown Sacramento and communities throughout Yolo County.

The Causeway Connection is jointly operated by Yolobus and Sacramento Regional Transit (SacRT), providing connections between the UC Davis main campus and the Sacramento Campus.

Complementary ADA paratransit service is provided by Davis Community Transit and Yolobus.

### **LEGEND**

Unitrans

Yolobus

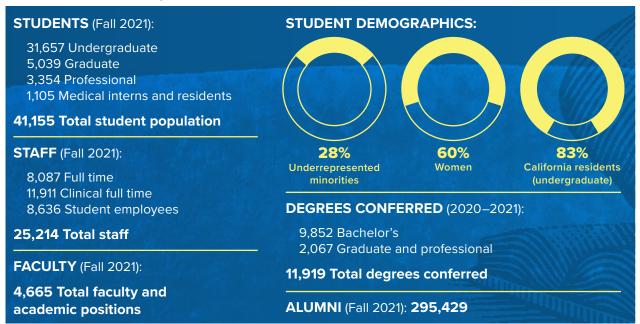
Causeway Connection

UC Davis Campus

UCDAVIS

### **Campus Population**

Source: 2022 UC Davis Annual Report





### Socioeconomic Data

Source: 2021 American Community Survey, 5-Year Estimates

Category	UC Davis Campus Census Tract 6113010501	City of Davis Residents Age 18-24	State of California	ACS Table
Population	8,902	22,247	39,455,353	S0101
Median Household Income	\$24,813	\$21,810	\$84,097	S1903
% Residents Below Poverty Level	62.2%	74.2%	12.3%	S1701

### **Campus Travel Patterns**

Source: 2021-2022 UC Davis Campus Travel Survey

### Share Using Each Mode on an Average Weekday, by Role Group

				Of the	se who phys	ically travell	ed to camp	ous			
Role	Physically Travelled	Bike	eBike	Walk or Skate	Drive Alone	Carpool or Ride	Bus	Train	Ridehail	Weighted Sample	Projected Population
Student	77.8%	40.5%	0.5%	14.6%	20.5%	5.0%	18.4%	0.20%	0.20%	3,348	38,591
Undergraduate	78.6%	41.0%	0.6%	15.8%	16.8%	4.5%	21.1%	0.10%	0.20%	2,712	31,262
Freshman	78.1%	55.4%	1.3%	32.4%	4.4%	1.0%	4.9%	0.10%	0.40%	599	6,909
Sophomore	81.1%	45.5%	0.7%	9.9%	12.1%	4.6%	26.9%	0.00%	0.20%	488	5,625
Junior	80.3%	39.2%	0.3%	9.1%	19.2%	5.9%	26.1%	0.20%	0.10%	695	8,015
Senior	76.3%	30.2%	0.2%	13.3%	25.8%	5.6%	24.6%	0.10%	0.10%	929	10,713
Graduate	74.5%	38.7%	0.2%	9.3%	37.2%	7.2%	6.2%	0.70%	0.30%	636	7,329
Master's	74.2%	39.6%	0.1%	8.9%	36.8%	5.9%	7.7%	0.50%	0.50%	324	3,732
PhD	74.9%	37.7%	0.4%	9.7%	37.7%	8.6%	4.7%	1.00%	0.20%	312	3,597
Employee	59.4%	19.2%	0.5%	2.5%	68.0%	6.1%	2.1%	1.60%	0.00%	917	10,568
Faculty	62.2%	37.3%	1.8%	4.0%	46.7%	5.3%	1.3%	3.50%	0.00%	142	1,641
Staff	58.9%	15.7%	0.2%	2.2%	72.1%	6.3%	2.3%	1.20%	0.00%	775	8,927
Overall	73.9%	36.8%	0.5%	12.5%	28.8%	5.2%	15.6%	0.5%	0.2%	4,265	49,159
Weighted sample	3,150	1,161	16	394	906	163	491	14	6	4,265	NA
Projected											
population	36,312	13,380	180	4,536	10,442	1,882	5,661	166	64	NA	49,159

Results are based on responses to question Q38 (whether they traveled to campus each day) and Q51 (travel mode each day). We calculate all mode split percentages as follows: first we calculate the percent of five weekdays that an individual used a particular mode and then take the average over all respondents. Data are weighted by role and gender.

### Share Using Each Mode on an Average Weekday, by Neighborhood in Davis

	Physically	Of those who physically travelled to campus									Projected
Neighborhood	Travelled	Bike	eBike	Walk or Skate	Drive Alone	Carpool or Ride	Bus	Train	Ridehail	- Weighted Sample	Population
North	83.2%	35.1%	0.4%	4.4%	20.9%	7.3%	31.9%	0.00%	0.15%	376	4,427
South	76.1%	30.3%	1.4%	4.0%	29.2%	9.9%	25.1%	0.00%	0.10%	289	3,396
East	75.6%	37.4%	0.5%	7.3%	31.4%	6.4%	16.5%	0.00%	0.45%	405	4,765
West	80.0%	36.7%	0.0%	2.8%	28.3%	6.4%	25.3%	0.00%	0.49%	391	4,597
Central	81.9%	53.8%	0.7%	12.9%	15.8%	5.8%	10.8%	0.03%	0.13%	395	4,648
Downtown	82.4%	50.4%	0.1%	27.3%	9.5%	1.8%	10.8%	0.00%	0.00%	187	2,205
Overall	79.7%	40.4%	0.5%	8.4%	23.3%	6.5%	20.6%	0.01%	0.25%	2,043	24,042
Weighted sample	1,629	657	9	138	380	106	336	0	4	2,043	NA
Projected population	19,166	7,734	100	1,619	4,469	1,243	3,953	1	47	NA	24,042

Results are based on responses to question Q38 (whether they traveled to campus each day), Q51 (travel mode each day), and Q27 (residential location). We calculate all mode split percentages as follows: first we calculate the percent of five weekdays that an individual used a particular mode and then take the average over all respondents. Data are weighted by role and gender.

## **Campus Travel Patterns (contd.)**

Source: 2021-2022 UC Davis Campus Travel Survey

### Driver's License, Car, and Bicycle Access

	Driver's License	Access to a Car	Access to a Bike	Weighted Sample	Projected Population
Student	78.7%	51.6%	71.0%	3,280	38,591
Undergraduate	77.6%	46.7%	71.4%	2,657	31,262
Freshman	62.2%	14.0%	79.3%	587	6,909
Sophomore	71.2%	37.0%	79.9%	478	5,625
Junior	82.3%	56.3%	69.8%	681	8,015
Senior	87.3%	65.8%	62.9%	910	10,713
Graduate	83.3%	72.4%	69.6%	623	7,329
Master's	82.2%	72.6%	65.9%	317	3,732
PhD	84.5%	72.2%	73.4%	306	3,597
Employee	96.9%	94.3%	45.3%	898	10,568
Faculty	97.7%	92.3%	67.6%	139	1,641
Staff	96.7%	94.6%	41.2%	759	8,927
Outside Davis	96.7%	95.4%	22.4%	950	11,177
Within Davis	78.4%	50.6%	78.2%	3,228	37,982
Overall	82.6%	60.8%	65.5%	4,178	49,159
Weighted sample	3,450	2,539	2,736	4,178	NA
Projected population	40,596	29,879	32,189	NA	49,159

Results are based on responses to question Q15 (driver's licensure) and Q18 (available modes to get to campus). Car access reflects those respondents who indicated that they have the option to drive alone to campus. Data are weighted by role and gender.

### **Potential for Bicycling**

Residence	Share Biking on an Average Weekday	Share Who Consider Biking an Option
Within 1 mile	46.4%	79.5%
1 to 2.9 miles	38.4%	78.3%
3 to 4.9 miles	19.2%	78.8%
5 to 9.9 miles	0.4%	24.2%
10 to 19.9 miles	0.5%	28.2%
20 miles or more	0.5%	17.6%
Overall	31.0%	66.5%

Results are based on responses to question Q18 (available modes to get to campus) and Q51 (daily travel). Data are weighted by role and gender for the 4,178 responses that were successfully geocoded and had mode choice data in Q51 (daily travel).

## **Campus Travel Patterns (contd.)**

Source: 2021-2022 UC Davis Campus Travel Survey

### **Residential Location by Role Group**

	On Campus	West Village	Off-Campus in Davis	Outside Davis	Weighted Sample	Projected Population
Student	21.4%	14.5%	52.1%	12.0%	3,280	38,591
Undergraduate	24.2%	17.3%	48.0%	10.4%	2,657	31,262
Freshman	88.8%	1.5%	4.9%	4.7%	587	6,909
Sophomore	7.4%	39.1%	47.2%	6.3%	478	5,625
Junior	4.7%	22.1%	60.8%	12.4%	681	8,015
Senior	6.0%	12.4%	66.7%	14.8%	910	10,713
Graduate	9.4%	2.7%	69.2%	18.7%	623	7,329
Master's	8.4%	4.9%	67.8%	18.9%	317	3,732
PhD	10.5%	0.5%	70.6%	18.4%	306	3,597
Employee	0.6%	0.0%	37.4%	62.0%	898	10,568
Faculty	0.9%	0.0%	61.9%	37.2%	139	1,641
Staff	0.6%	0.0%	32.9%	66.5%	759	8,927
Overall	17.0%	11.4%	48.9%	22.7%	4,178	49,159
Weighted Sample	708	477	2,043	950	4,178	NA
Projected Population	8,333	5,607	24,042	11,177	NA	49,159

Results are based on responses to Q27 (where do you live now?). Data are weighted by role and gender.

### Average Distance from Residence to Campus, by Role Group

		Of those g	eocoded, dist	ance from can	npus (miles)	, , , , , ,	
	Geocoded	Mean	Median	Minimum	Maximum	Weighted Sample	Projected Population
Student	98.3%	5.01	1.58	0.48	360.95	3,280	38,591
Undergraduate	98.4%	4.39	1.33	0.48	243.74	2,657	31,262
Freshman	99.1%	1.95	0.77	0.77	72.65	587	6,909
Sophomore	98.5%	2.91	1.33	0.56	61.47	478	5,625
Junior	98.4%	5.63	1.70	0.71	243.74	681	8,015
Senior	98.0%	5.80	1.88	0.48	102.70	910	10,713
Graduate	98.2%	7.66	2.03	0.49	360.95	623	7,329
Master's	98.5%	8.47	1.96	0.49	360.95	317	3,732
PhD	97.9%	6.82	2.12	0.59	108.64	306	3,597
Employee	96.4%	15.11	9.01	0.64	425.56	898	10,568
Faculty	96.3%	12.92	2.94	0.71	82.76	139	1,641
Staff	96.5%	15.52	12.05	0.64	425.56	759	8,927
Outside Davis	95.5%	26.06	18.54	1.87	425.56	950	11,177
Within Davis	98.3%	1.86	1.77	0.48	49.33	2,520	29,649
Overall	98.0%	7.18	1.87	0.48	425.56	4,178	49,159
Weighted Sample	4,093	NA	NA	NA	NA	NA	NA

Distances are calculated as the shortest time network distance between respondents' geocoded cross streets given in Q29 (intersection nearest to your residence) and a point on campus near the Silo. Data are weighted by role and gender for the 4,178 cases that were successfully geocoded and had mode choice data in Q51 (daily travel).





Bicycling is engrained in the fabric of UC Davis. The Davis community has a reputation as the bicycle capital of the United States, as exhibited by the extensive on- and off-street bicycle network and high volumes of bicycle traffic throughout campus.





The UC Davis core campus experiences extremely high levels of active transportation activity, particularly during commute and passing time periods. Given recent campus growth, many core campus active transportation facilities experience extensive crowding and conflicts during busy time periods.





While the core campus is closed off to private vehicle traffic, transit, service, and delivery vehicles are allowed, resulting in substantial physical mixing and increased conflict potential between non-private vehicle, bicycle, and pedestrian modes on core campus roadways such as Hutchison Drive.





A multitude of micromobility devices operate on the UC Davis campus. The mix of micromobility devices, particularly increasingly prominent eBikes and eScooters, poses new transportation challenges due to increased speed differentials between active modes and demand for active transportation facilities.





Shared-use paths are prevalent across campus. During busy travel periods, high volumes of bicycle and pedestrian traffic and the lack of dedicated space for each mode can create conflicts between active users.





Outside of the core campus, transportation facilities are more auto-oriented in nature and emphasize efficient movement of vehicle traffic between the surrounding freeway system and on-campus parking facilities. Active users experience greater exposure on these facilities due to features such as channelized turn lanes.





Intersections on roadways around the periphery of the core campus typically utilize traffic signals to manage high volumes of vehicle, bicycle, and pedestrian traffic. Bicyclists and pedestrians experience increased exposure, delay, and queueing when traversing these signalized intersections, which can pose barriers to travel via active modes.





Arterial intersections typically lack dedicated crossing facilities for both bicyclists and pedestrians, resulting in high levels of bicycle activity within marked crosswalks and increased mixing in space and time between bicyclists and pedestrians.

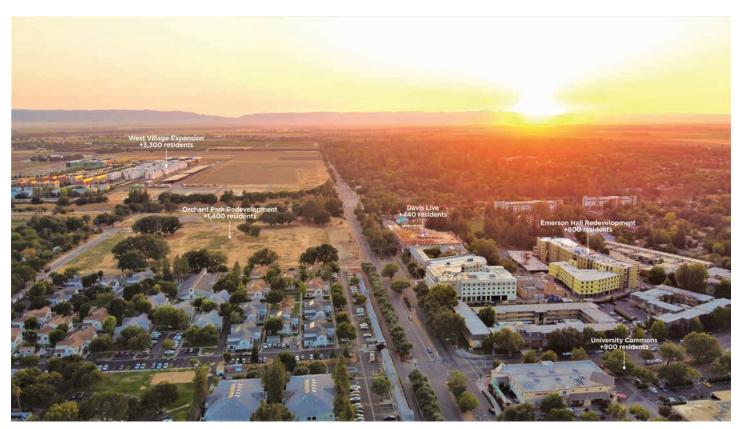


Outlying areas of campus are typified by rural roadways with higher speeds of vehicle traffic and fewer active transportation facilities. Despite this, demand for active travel exists in these areas, warranting active transportation improvements to improve the safety and comfort of these facilities for active users.





Off-campus destinations such as Downtown Davis, the Farmers Market, and the Amtrak Station are located within close proximity to the UC Davis campus. Enhancing active transportation connections between campus and off-campus destinations will improve multi-modal connectivity throughout the Davis community and support businesses within the City of Davis.





Future residential development on and near campus will increase the demand for active transportation mobility, access, and safety improvements within campus and at gateways between campus and the City of Davis.

# Transportation Tomorrow A Sustainable Campus Transportation Plan for UC Davis

**Letters of Support** 



March 8, 2023

Brian Abbanat Senior Planner for Multimodal Projects Yolo County Transportation District 350 Industrial Way Woodland, CA 95776

RE: Grant Application for the UC Davis Sustainable Campus Transportation Plan – Transportation Tomorrow

Dear Mr. Abbanat:

UC Davis is pleased to provide this letter of support to YoloTD for their application, which is being submitted in partnership with our campus, to the Caltrans Sustainable Transportation Planning Grant. As the #1 ranked university in the US for sustainability, a place where 38,500 students, staff, and faculty gather each workday, a university that generates \$6.8 Billion in economic activity for the region, and the largest employer in Yolo County, UC Davis believes that the work proposed in YoloTD's Transportation Tomorrow proposal will improve mobility for all of YoloTD affiliates throughout Yolo County, including UC Davis.

UC Davis has a long history of supporting healthy, safe, and sustainable commutes in our region, be that a bicycle, transit, or carpool trip. We believe that our collaboration with YoloTD would further advance innovative mobility, safe transportation systems, and a Complete Streets implementation to our campus and markedly reduce our vehicle miles traveled (VMT). The collaboration would allow us to further reduce our greenhouse gas (GHG) emissions as more users adopt active travel, multimodal commutes, or commute by carpool in zero emission vehicles (ZEV). In addition, we believe that the proposed YoloTD program aligns with the campus's commitment to our student's upward mobility and inclusiveness as the program will bring valuable options to underrepresented members of our campus. As of 2023, 31% of our students are Pell grant recipients and 37% of our students are first generation college students.

We truly hope that Caltrans will recognize the greater good that will result from the harmonious coordination between YoloTD and UC Davis under this grant. The connection of UC Davis, the infrastructure on our campus, and our regional connections are an important part of why YoloTD is deserving of this grant. We firmly believe the work will generate additional economic opportunities and sustainable transportation options for our community.

Sincerely,



Clare Shinnerl, Ed.D.
Vice Chancellor for Finance, Operations, and Administration
University of California, Davis
1 Shields Ave, Davis, CA 95616
cshinnerel@ucdavis.edu | (530) 752-6661





## County of Yolo

Mail: 625 Court Street, Room 204 Woodland, CA 95695 (530) 666-8622 District Office: 600 A Street, Suite B Davis, CA 95616 (530) 757-5557

## **LUCAS FRERICHS**Supervisor, Second District

March 8, 2023

Brian Abbanat, Senior Planner for Multimodal Projects Yolo Transportation District 350 Industrial Way Woodland, CA 95776

Subject: Letter of Support for Grant Application for the UC Davis Sustainable Campus Transportation Plan – Transportation Tomorrow

Dear Mr. Abbanat:

I am writing in my capacity as Yolo County Supervisor for District 2 to express my support to Yolo Transportation District (YoloTD) for their application, in partnership with the University of California at Davis (UC Davis), to the Caltrans Sustainable Transportation Planning Grant. Through my role as a Yolo County Supervisor, I work to ensure our communities are healthy and thriving. My district includes the campus of UC Davis, and I'm honored to serve on boards working to increase sustainable mobility solutions, including the Yolo Transportation District.

UC Davis is a leader in sustainability. As the largest employer in Yolo County, UC Davis' efforts to reduce single-occupancy commute trips and increase mobility options will have a substantial impact on Yolo County's ability to achieve a carbon negative footprint by 2030. In addition, this proposal aligns with YoloTD's priority of partnering with local organizations to address the current and evolving mobility needs of Yolo County. The Transportation Tomorrow proposal will help improve mobility throughout Yolo County, reduce vehicle miles traveled (VMT) and provide significant improvement in transportation safety for all 38,500 students, staff, and faculty who are on campus on the average weekday. As a campus where 31% of the students are Pell grant recipients and 37% of the students are first generation college students, the outcome of this proposal brings an important focus on transportation equity for vulnerable and under-resourced populations.

The partnership between YoloTD and UC Davis will bring forward innovative mobility, safe transportation systems throughout Yolo County, and a complete streets implementation to the campus. We have a history of successful partnerships and collaborations with YoloTD and UC Davis. I'm excited about the opportunity to advance our collective sustainability goals through this proposal. I am fully supportive of this grant application and strongly recommend it for funding. Thank you for your thoughtful consideration of this request.

With appreciation,

Lucas Frerichs, Yolo County Supervisor, District 2

### COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Updated YoloTD Microtransit Policies effective October 2023	Agenda Item#:	3d Action
	Agenda Type:	Attachments: Yes No
Prepared By: C. Williams		Meeting Date: November 13, 2023

### **RECOMMENDATION:**

Approve an update to our microtransit policy including updated microtransit maps for Knights Landing, Winters, and Woodland, updated service schedule for the newly launched Woodland service, and eliminating expiration dates for ride credits purchased through the RideCo app.

### **BACKGROUND**:

On June 12, 2023, the Yolo County Transportation District Board approved updated policies for Beeline microtransit service. The updated policy document included:

- 1. Eligibility eliminates residency requirement for Knights Landing and Winters service
- 2. Identification requirements
- 3. Reservation policy
- 4. Personal belongings, luggage and clothing policy
- 5. Hours of service
- 6. Zone maps
- 7. Fares and acceptable forms of payment
- 8. Non-service animals
- 9. Cancellations, No Shows and Reimbursements
- 11. Suspension of service
- 12. Penalties for disorderly conduct.

However, the updated microtransit policy did not include the service hours or final maps for the Woodland Beeline service since the service map and service times were not yet approved by the Board. Since both items were approved by the Board, and the Beeline Woodland service has launched, staff request the Board approve the updated Microtransit Policy Document to include the updated Woodland Beeline service time, along with updated maps consistent with those displayed on Beeline brochures.

Additionally, we are requesting that the Board approve changes to the ride credit policy and permit the use of complimentary tickets and two-way tickets on the Beeline Microtransit service. The policy approved by the Board established an expiration date for ride credits purchased through the BeeLine app. However, this is inconsistent with policies governing our physical fare media (eg cash value tickets and passes), which do not expire. Therefore, staff recommends removing the language about expiration of ride credits purchased through the RideCo app, and allowing complimentary and two-way tickets as appropriate fair types to ensure consistency for all riders.

### **Attachments:**

1. October 2023 Microtransit Policies Update



# **Yolo County Transportation District**

Microtransit Policy Guide Updated November 2023

Yolo County Transportation District 350 Industrial Way Woodland, CA 95776 530.681.0816 Phone 530.661.1732 Fax www.yolobus.org

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## Introduction

The purpose of this document is to set policy in accordance with all applicable Federal Transit Administration (FTA), ADA, state, and local regulations regarding Yolobus microtransit demandresponsive services.

#### **Microtransit Service Overview**

In March 2023, YoloTD board members approved to rebrand YoloTD's microtransit service from YourRide to the "Beeline, On-Demand Transit by Yolobus". Microtransit is a shared transportation service that operates in the space between traditional fixed route transit and ride hailing technology. The Beeline will serve as YoloTD's affordable on-demand service that will operate in the communities of Knights Landing, Winters, and Woodland. With the new Microtransit model you can easily book an on-demand trip and head to work, run errands, or even connect with other YoloTD's services right from your phone using the RideCo app or dial our microtransit landline number to book a ride.

## **About Yolo Transportation District**

The Yolo Transportation District (YoloTD) is a special district funded by the cities of Davis, West Sacramento, Winters, and Woodland, as well as by the County of Yolo. YoloTD oversees the operation of local and intercity public transit services across a three-county (Yolo, Sacramento, and Solano Counties) service area. Services include Yolobus fixed route transportation services, as well as complementary Americans with Disabilities Act (ADA) services in West Sacramento, Winters, Woodland, and Yolo County, and microtransit demand-responsive services.

## **Hours of Operation**

The table below shows the hours of operation for the service. Note that hours vary by location.

Service Area	Monday-Thursday	Friday	Saturday	Sunday
Knights	8:30am – 5:30pm	8:30am – 5:30pm	Service does not	8:30am – 5:30pm
Landing			operate	
Winters	8:30am - 4:30pm	8:30am – 4:30pm	8:30am - 4:30pm	Service does not
				operate
Woodland	7:00am-7:00pm	7:00am-11:00pm	9:00am-11:00pm	9:00am-6:00pm

## **Fares and Transfer Policies**

#### **Woodland Fares**

Type of Fares:	Cost
One way regular	\$3
Youth (Ages 0-18)	\$1.50
One way Senior (62+)/Disabled	\$1.50

## **Knights Landing Fares**

Type of Fares:	Cost
One way regular	\$2
Youth (Ages 0-18)	\$1.50
One way Senior (62+)/Disabled	\$1.50

#### Winters Fares

Type of Fares:	Cost
One way regular	\$2
Youth	\$1.50
One way Senior (62+)/Disabled	\$1.50

### How to Pay:

- 1. The preferred form of payment is through the RideCo app.
- 2. Connect card, Cash, Cash value tickets at \$10, \$20, \$30 and Zip Pass **are** eligible forms of fare media for microtransit service.
- 3. Two-way tickets are **are** eligible for microtransit service.
- 4. Complimentary tickets are **are** eligible for microtransit service.
- 5. Cash value tickets **are** eligible for microtransit service; The passenger must provide the cash value ticket upon boarding.
- 6. Promotional tickets are **not** eligible for microtransit service.
- 7. Sacramento Regional Transit passes are **not** eligible for microtransit services.
- 8. There are **no** student discounts for microtransit service.

#### Transfer Policies:

- 1. Transfers to and from microtransit to local and intercity routes are free.
- 2. Transfers to and from express routes to microtransit are **not** free. For riders using express service, to receive a transfer the rider must pay the difference between the cost of their express route and the cost of a microtransit trip.

## Reservations

**Reservations by Rideco app:** Reservations made through the Rideco app can be made in real time during hours of operations, or up to seven days in advance.

**Reservations by Phone:** Reservations can be made 30 minutes prior to service starting and 30 minutes before service ends. Passengers can book rides up to 7 days in advance.

## **Eligibility and How to Register**

Anyone is eligible to ride microtransit service once the individual is registered in the RideCo Application. You do not need to be a resident of Winters, Knights Landing or Woodland to use the service.

To use the service, individuals must register in the Rideco App. To register, you can download the App to your smartphone and register via the App. To register by phone, call our microtransit service center at (insert phone number). Individuals requesting Yolobus Microtransit service can call in to request a trip or book a trip using the Rideco App.

#### Rider Identification

Have your pass or student ID ready upon boarding. Bus operators will not be able to provide change.

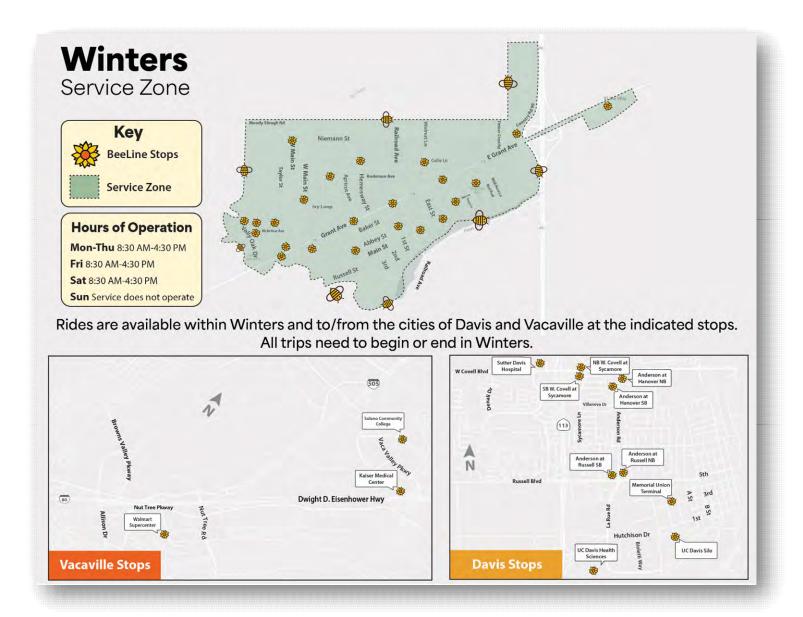
## **Service Area Maps**

YoloTD microtransit service is available in three service areas, or zones: Winters, Knights Landing, and Woodland. Winters trips may also start or end in Davis or Vacaville. The exact service areas are shown in the maps below.

To ensure safety, exact pickup and drop off locations will be determined by the Rideco System. You will be picked up and dropped off as close to your destination as possible.

#### **Winters**

Passengers traveling to/from Winters must start or end their trip in Winters in the zone shown below. The other end of the trip must be within Winters, or within the city limits of Davis or Vacaville.



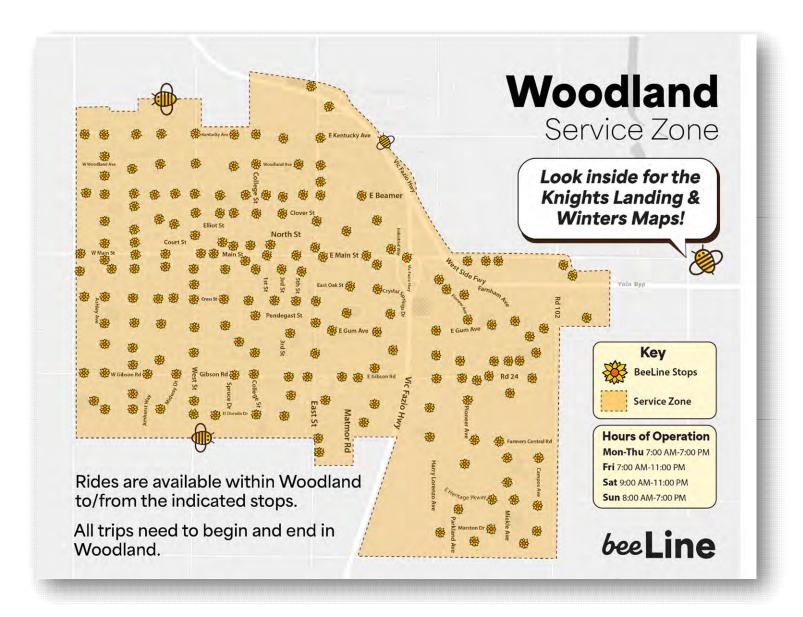
## **Knights Landing:**

Passengers traveling to/from Knights Landing must start or end their trip in the zone shown below. The other end of the trip must be within the Woodland zone map shown on the next page.



#### Woodland:

Passengers traveling within the City of Woodland, or between Woodland and Knight's Landing, must start or end their trip in the zone shown below.



## **Bikes on Board**

Up to two bikes can be stored on the bicycle rack on the front of the vehicle. Properly secure bicycles to bicycle racks from the curbside of the vehicles. Yolobus is not responsible for lost, damaged, or stolen bicycles.

Electric-assist bikes (aka e-bikes), cargo bikes, mopeds, electric-assist scooters, and similar devices are not allowed on microtransit van bike racks due to the weight of these devices and the design of the bike racks.

Foldable bikes and foot scooters are allowed on board if they are small enough to be safely stored between or under seats without blocking the aisle.

# **Rider Cancellations, No Shows and Reimbursements**

All fees or reimbursements can only be applied if passengers are using debit/ credit cards or Ride Credits to request a trip.

- 1. Timely Cancellation Threshold: If a passenger cancels their ride any time after booking and within 2 minutes after the app confirms their trip, they will receive the full amount in Ride Credits.
- 2. Late cancellation fee: If a passenger cancels more than two minutes after their trip is confirmed, 40% of the fare will be collected with the remaining amount returned as ride credits.
- 3. Late pickup threshold: If the passenger cancels the ride before they are picked up, when the system estimates that they'll be picked up 20 minutes after their guaranteed pick-up time window, they will receive a full refund as ride credits.

Late drop-off threshold: If the rider cancels the ride before they are picked up, when the system estimates that they'll be dropped off 20 minutes after their guaranteed arrival time, they will receive a full refund to their method of payment.

- 1. Use of Ride Credits: If the passenger has been refunded Ride Credits, they must be used within 90 days.
- 2. Suspension for continued no show: Passengers can miss three trips before receiving a temporary suspension from using microtransit regardless of if they book a trip through the app or reserve over the phone.
- 3. No Show Fee: Passengers that commit a no shows will be charged a fee equivalent to the full value of the fare. Passengers who reserved their trip by phone who no showed could

be penalized or temporarily suspended from service depending on the frequency of violations.

- 4. Exceptions to No-Show Fee Policy:

  If a passenger is a no-show when the system estimates that they'll be dropped off 20 minutes after their guaranteed arrival time, they will receive a full refund in ride credits.
- 5. If the passenger is a no-show when the system estimates that they'll be picked up 20 minutes after their pick-up time window, they will receive a full refund in ride credits.

## **Rider Behavior and Rules**

- 1. Be courteous to others-refrain from having loud and/vulgar conversations.
- 2. Report any suspicious items or activities immediately.
- 3. Quietly use your personal devices.
- 4. Do not carry weapons or any dangerous, flammable, hazardous or illegal items that can cause hazard or inconvenience.
- 5. Do not talk to or distract the operator when the vehicle is in motion.
- 6. Do not solicit, panhandle, advertise, make unreasonable announcements, or create unsanitary conditions on the vehicles.
- 7. Please stay seated during the duration of your trip.
- 8. Do not stand on any objects and ensure that your seat belt is secure.
- 9. Do not run after the microtransit vehicle if you miss your trip.
- 10. Do not walk in front of the microtransit vehicle after disembarking, if you need to remove your bicycle notify the operator as you leave.
- 11. Do not offer gifts or gratuities to the operator.
- 12. The driver will not be able to assist with packages/belongings beyond securing them onboard the vehicle.
- 13. Service animals are allowed to board Yolobus buses. A "service animal" is any animal specifically trained to work or perform tasks for an individual with a disability.
- 14. Non-Service animals are not allowed on Microtransit service.
- 15. Keep food and drinks unopened in sealed containers while on the vehicle.
- 16. Wear appropriate clothing and footwear while on the vehicle.
- 17. All passengers shall use the safety belts provided in the vehicles.

## Youth Fares, Policies, and Safety Equipment

- 1. Youth riders 12 and under are required to book a trip with a guardian to use microtransit service. A guardian is defined as any persons ages 13+.
- 2. All children until the age of eight, or until they reach a height of 4 feet 9 inches, must travel in a child safety seat to comply with California State Law.
- 3. Parents or guardians are responsible for securing their child's safety.
- 4. Drivers are not permitted to lift or carry children.

# Personal Care Attendants, Wheelchairs, and Options for ADA Riders

- 1. A personal care attendant (PCA) is defined as someone designated or employed specifically to help the eligible individual meet his or her personal needs.
- 2. Personal care attendants ride with disabled passengers with IDs for free.
- 3. Yolobus Microtransit shall accommodate wheelchairs, scooters, and other mobility devices.
- 4. Some, but not all, microtransit vehicles are equipped with wheelchair lifts.
- 5. Passengers in need of the lift must specifically request a wheelchair-accessible vehicle, in the Rideco app or when booking by phone.
- 6. Passengers who need the lift to board but are not wheelchair users may use the lift in a standing position.
- 7. Paratransit fares are not accepted on Microtransit service.

# **Policy on Suspension of Service**

Suspension of service will be enforced if a rider logs three no-show pickups for microtransit service or if a passenger engages in violent, disruptive, or illegal conduct.

1<sup>st</sup> suspension: one (1) 2-week period 2<sup>nd</sup> suspension: one (1) 3-week period 3+ suspensions: one (1) 4-week period

## Service Suspension for Violent, Seriously Disruptive and/or Illegal Conduct

Service shall immediately be denied for 30 days to passengers who engage in violent, seriously disruptive or illegal conduct. This includes, but is not limited to:

- 1. Threats of physical harm to other passengers, drivers or other service personnel
- 2. Physical assault or battery on driver or other passengers
- 3. Verbal abuse, intimidation or altercation with driver or other passengers

- 4. Unlawful harassment of driver or other passengers, including, but not limited to unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations.
- 5. Unauthorized use of or willful damage to vehicle equipment

Repeatedly violating riding rules, including smoking on the vehicle, standing while the vehicle is in motion, eating or drinking on the vehicle without valid medical reason, defacing equipment or refusing to comply with other service requirements specified in the policies included in this document.

Failing to maintain acceptable personal hygiene standards could interfere with the safe operation of the vehicle by the driver or with the use of the service by other passengers. Any other criminal conduct defined in and/or prohibited by the California Penal Code Riders who exhibit violent, seriously disruptive and/or illegal behavior may be suspended from service immediately for 30 days (from the date when the incident occurred). The rider shall be contacted by Yolobus Microtransit administration to investigate the alleged situation or incident. If Yolobus Microtransit administration determines the rider's behavior to be disruptive or violent, the rider shall be sent a written notice by Yolobus Microtransit explaining the reasons for the suspension.

Disruptive behavior which is determined to be due to a disability of the rider may not result in a suspension. However, Yolobus Microtransit may require the rider to travel with a Personal Care Attendant (PCA) if it is established that the rider's behavior poses a significant potential threat of harm to other passengers or to the paratransit driver.

If such disruptive behavior continues and the required PCA is unable to prevent further instances of such behavior so that the rider continues to present a potential safety problem, service for the rider may be permanently discontinued.

# BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT 350 Industrial Way, Woodland, CA 95776 (530) 661-0816

<b>Topic:</b> Authorize Executive Director to Grant a Temporary Construction Easement to	Agenda Item#:	3e
Pacific Gas and Electric Company		Action
	Agenda Type:	Attachments: Yes No
Prepared By: C. Mikula		<b>Meeting Date: November 13, 2023</b>

## **RECOMMENDATION:**

Approve a temporary construction easement to Pacific Gas and Electric Company (PG&E) retroactively effective September 20th, 2023 to January 20th, 2024.

## **BACKGROUND**:

On June 12, 2023, the Yolo County Transportation District Board was contacted by PG&E to request the use of seven parking spaces in the staff parking lot to stage PG&E cranes, utility vehicles, and other equipment needed to inspect and clean an underground gas line located in the parking lot of the YoloTD headquarters. In exchange for approving the easement, PG&E will provide five-hundred dollars per month in compensation for a total amount of \$2,000. If there is a need by PG&E to extend the terms of the easement, they will continue to compensate YoloTD (In this case YOLO COUNTY TRANSIT AUTHORITY). Staff will be notified by PG&E a week in advance prior to the need to use the requested parking spaces. The construction work will not prohibit staff from attending work during their normal working hours.

YoloTD Counsel Kimberly Hood reviewed the Temporary Construction Easement Agreement (provided by PG&E) on September 26, 2023. She noted that the draft agreement is favorable to PG&E but did not have any major concerns provided that YoloTD does not anticipate needing the space covered by the easement.

#### **Attachments:**

1. PG&E Temporary Construction Easement Agreement

## TEMPORARY CONSTRUCTION EASEMENT

#### YOLO COUNTY TRANSIT AUTHORITY,

(collectively "Property Owner"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), a temporary construction easement ("TCE") for good and valuable consideration, the receipt is hereby acknowledged, to be used in connection with PG&E's project ("PG&E's Project"), within Property Owner's lands which are situated in the City of Woodland, County of Yolo, State of California, identified as County Assessor's Parcel Number 063-050-002 (the "Property").

The activities allowed under this TCE is/are described as follows:

- (a) To use for staging purposes, including the right to park vehicles and store materials and equipment.
- (b) to park vehicles in connection with PG&E's Project.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as ("Temporary Easement Area").

- 1. **Term.** The term of this TCE shall be for a period of 4 months commencing on September 20, 2023 and shall terminate on January 20, 2024 (the "**Term**"). PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to six (6) months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
- 2. Compensation. PG&E shall pay Property Owner five hundred dollars (\$500.00) per month for a total amount of two thousand dollars (\$2,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner five hundred dollars (\$500.00) per month for the duration of the extended Term.
- 3. Exclusive Use; Access; Fencing. During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
- 4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.

- 5. Compliance with Laws. Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
- 6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property. PG&E shall not be responsible for removing any gravel from the Temporary Easement Area and Property Owner shall own and assume all maintenance and liability associated with the gravel.
- 7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
- 8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
- 9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
- 10. Successors, Heirs, and Assigns. This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties. Property Owner shall be responsible for disclosing this TCE to any prospective buyers or new owner(s) of the Property and agrees to provide PG&E with written notice of any sale or transfer of the Property during the Term or any amendment to the Term of this TCE.
- 11. **Electronic Signatures**. This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
- 12. Execution in Counterparts. This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

Temporary Construction Easement (Rev. 1/23)

PROPERTY OWNER:	PG&E:
By:	By:
Name:	Name:
Its:	Its:
Date:	Date:

# **Temporary Easement Area**



## COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Approve Resolution 2023-17 to Authorize the Consolidation of SGR Project Funds for Immediate Replacement of three (3) CNG Buses.	Agenda Item#:	3f Action
	Agenda Type:	Attachments: Yes No
Prepared By: C. Fadrigo		Meeting Date: November 13, 2023

## **RECOMMENDATION:**

Authorize staff to consolidate and utilize the remaining balance of \$1,707,020.33 of State of Good Repair (SGR) project funds allocated across fiscal years 2018-2019, 2019-2020, 2020-2021, 2021-22, and 2022-23. Utilize the consolidated funds to replace three (3) Fixed Route Compressed Natural Gas (CNG) buses.

## **BACKGROUND:**

Senate Bill 1 (SB 1) established a State of Good Repair (SGR) program<sup>1</sup>, designed to provide grant funding to transit operators for eligible projects related to transit maintenance, rehabilitation, and capital improvements. The State of Good Repair is an annual formula-based grant program administered by the California Department of Transportation. The SGR Program's allocation of SB 1 funds is executed through the State Transit Assistance (STA) formula, following the guidelines outlined in Public Utilities Code Sections 99313 and 99314. Caltrans provides guidelines for the allocation of SGR regional funds, and SACOG is responsible for creating a list of eligible projects for transit operators in the county regions of Sacramento, Sutter, Yolo, and Yuba.

## **DISCUSSION AND ANALYSIS:**

Yolo County Transportation District (YoloTD) has allocated SGR funds to specific identified projects, as indicated in **Table 1**, dating back to 2017. For various reasons, including new state mandates, changing priorities and the necessity to secure additional matching funds, these projects have not been implemented or they have/will be implemented using alternative funding sources, such as one-time COVID recovery funds.

In May 2023, the YoloTD Board of Directors approved its state-mandated Zero Emission Fleet Transition Plan, which outlines the steps needed to transition to zero emission fleet by 2036. That plan also identified some near-term CNG fleet replacement needs to maintain a safe and resilient fleet. As a result, the immediate purchase of two (2) CNG buses was included in the FY 23-24 budget. Prior-year appropriations that were carried forward included the purchase of one additional CNG bus.

Consolidating the remaining SGR balances, as indicated in **Table 2**, from prior fiscal year projects into a single project allows us to streamline our procurement efforts. This approach also ensures the stability of our funding source, reducing exposure to external contingencies that would further delay the replacement of aging transit fleet.

(continued on next page)

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<sup>&</sup>lt;sup>1</sup> This California State of Good Repair program is distinct from the federal State of Good Repair administered by the Federal Transit Administration (FTA), which also provides funding to transit agencies for similar projects on a formula basis.

Table 1: YoloTD Existing SGR Allocations by Fiscal Year

Total, SGR remaining balance

	CA Public Utility Code					
Fiscal Year	YCTD Projects	99313	99314	Total	Received	SGR Balance
2017-2018	Replace 40' CNG Transit Bus Replacement	284,713.00	45,166.00	329,879.00	(250,061.00)	79,818.00
2018-2019	Replace Fixed Route Bus	-	336,756.00	336,756.00	-	336,756.00
2019-2020	Replace 13 40 Ft fixed route buses	-	207,913.00	207,913.00	-	207,913.00
2020-2021	Veh Overhauls, Re-tanking, Rebuilds, Related Exps	215,058.00	-	215,058.00	-	215,058.00
2021-2022	Bus Washer/Water Recycler Replacement	-	275,675.00	275,675.00	(25,855.67)	249,819.33
2022-2023	Veh Overhauls, Re-tanking, Rebuilds, Related Exps	273,816.00	-	273,816.00	-	273,816.00
2023-2024	Replace 2-40' CNG buses - Zero Emission Conversion	292,229.00	51,711.00	343,940.00	-	343,940.00

\$ 1,065,816.00

\$ 917,221.00

\$ 1,983,037.00

\$ (275,916.67)

\$ 1,707,120.33

Table 2: Proposed YoloTD Project Updates and SGR Allocations Transfers by Fiscal Year

		Trans	fer from	Tran	sfer to		
Fiscal Year	YCTD Projects	99313	99314	99313	99314	SGR Balance	Project Request
2017-2018	Replace 40' CNG Transit Bus Replacement	(79,818.00)	-			(79,818.00)	Close
2018-2019	Replace Fixed Route Bus	-	(336,756.00)			(336,756.00)	Open
2019-2020	Replace 13 40 Ft fixed route buses	-	(207,913.00)			(207,913.00)	Open
2020-2021	Veh Overhauls, Re-tanking, Rebuilds, Related Exps	(215,058.00)	- 1			(215,058.00)	Close
2021-2022	Bus Washer/Water Recycler Replacement		(249,819.33)			(249,819.33)	Close
2022-2023	Veh Overhauls, Re-tanking, Rebuilds, Related Exps	(273,816.00)	-			(273,816.00)	Close
2023-2024	Replace 2-40' CNG buses - Zero Emission Conversion	(292,229.00)	(51,711.00)			(343,940.00)	Close
2023-2024							
and Forward	Replace three (3) Fixed Route CNG Transit Bus	-	-	860,921.00	846,199.33	1,707,120.33	Open - Consolidated
	Total, SGR remaining balance - Consolidated	\$ (860.921.00)	\$ (846.199.33)	\$ 860,921.00	\$ 846.199.33	\$ -	

## FISCAL IMPACT:

There is no fiscal impact associated with the consolidation of SGR program funds from previous fiscal years to the current and future fiscal years. This action involves reallocating existing funds and does not introduce a new budget for capital expenditure.

#### **Attachments:**

1. November 13, 2023, Resolution authorizing the consolidation of SGR project funds for immediate replacement of three (3) fixed route CNG Buses.

#### YOLO TRANSPORATION DISTRICT

#### **RESOLUTION NO. 2023-17**

# RESOLUTION AUTHORIZING THE CONSOLIDATION AND UTILIZATION OF REMAINING SGR PROJECT FUNDS FOR THE REPLACEMENT OF FIXED ROUTE COMPRESSED NATURAL GAS (CNG) BUSES

WHEREAS, the Yolo Transportation District (YoloTD) has actively identified projects eligible for State of Good Repair (SGR) grant funding aimed at supporting transit maintenance, rehabilitation, and capital improvements; and\

WHEREAS, YoloTD has faced procurement challenges and the need to secure additional financing for these projects, leading to delays over various fiscal years; and

WHEREAS, the initial projects eligible for SGR grant funding remain scheduled to proceed, or have already proceeded, with alternative funding sources; and

WHEREAS, in May 2023, YoloTD adopted a Zero Emission Fleet Transition Plan which identified the urgent need to replace several compressed natural gas (CNG) buses to maintain a safe and resilient fleet in the near term, while working toward the long-term goal of a fully-electric fleet by 2036;

WHEREAS, the proposed recommendation seeks authorization to consolidate and utilize the remaining balance of \$1,707,020.33 from the Public Utility Code Section 99313 & 99314 SGR project funds, allocated across fiscal years 2018-2019, 2019-2020, 2020-2021, 2021-22, and 2022-23, for the purpose of funding the replacement of three (3) Fixed Route CNG buses;

**NOW, THEREFORE, BE IT RESOLVED**, that the Yolo Transportation District Board hereby authorizes the consolidation and utilization of the balance of \$1,707,020.33 from the Public Utility Code Section 99313 & 99314 State of Good Repair (SGR) project funds to fund replacement of three (3) Fixed Route CNG buses in alignment with YoloTD's long-term transit fleet objectives.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 13<sup>th</sup> day of November 2023, by the follow vote:

AYES: NOES: ABSTAIN: ABSENT:	
	Tom Stallard, Chair Board of Directors
Approved As to Form:	ATTEST:
Kimberly Hood, District Counsel	Heather Cioffi, Clerk Board of Directors

# COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic:  Authorize the Executive Director to execute contract for APC, GTFS and Headsign integration with Tripspark	Agenda Item#:	3g Action
Transign mosgranon with Impopula	Agenda Type:	Attachments: Yes No
Prepared By: D. Romero		<b>Meeting Date: November 13, 2023</b>

### **RECOMMENDATION:**

Authorize the Executive Director to execute a contract with Tripspark Technologies for sole source procurement of Automatic Passenger Counters (APCs) and related technical services to improve transit ridership data and passenger information.

## **BACKGROUND:**

As part of YoloTD's commitment to data-driven decisionmaking and improving the customer experience, we are poised to transition to modern data collection technology and software tools that will drastically improve our understanding of how Yolobus passengers use our services. This improved data will allow the staff and Board to make more informed decisions about changes to our transit services, and provide improved information for our customers about bus location, timing, and crowding.

The attached contract with Tripspark Technologies (aka Trapeze Software Group, Inc) will fund the purchase, installation and software configuration of Automatic Passenger Counter (APC) hardware, along with associated technical upgrades such as integration of the Genfare Incorporated (GFI) farebox collection software, and headsign integration software.

#### Automatic Passenger Counters:

Automatic Passenger Counters (APCs) are electronic devices used in transit vehicles such as buses and rail vehicles. Their primary function is to record and provide data related to passenger boarding and alighting activities at different stops along a route. APCs are equipped with onboard computers that process information from sensors, allowing them to distinguish between passengers boarding the vehicle and passengers disembarking. The data generated by APCs is then transmitted to the agency's computer system, where it is stored and processed. This stored data is referred to as raw APC data, and the entire process is highly automated.

The use of APCs offers several advantages to public transit agencies:

- 1. Automation: APCs automate the collection of data on passenger activities, eliminating the need for manual data collection methods.
- 2. Rich Data: APCs provide more comprehensive and detailed data, including information that was previously either too expensive or too challenging to collect manually.
- 3. Enhanced Insights: With APCs, agencies can gather information on metrics like average peak load and the 95th-percentile value of peak load, which can be valuable for optimizing service and resource allocation.
- 4. Precise Ridership Estimation: Large datasets generated by APCs allow for more accurate estimation of aggregated ridership or passenger miles traveled, surpassing the precision achievable with manual data collection.

With the Purchase of APCs, staff will be able to generate reports to analyze and better understand our customers' travel patterns, including stop-level boarding and alighting data, to make data-driven service and investment decisions.

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If the Board approves the contract, the following items would be included:

- 1. Labor and subcontractor work to provide the installation of the APC Third Party Hardware in the YoloTD vehicles, including
  - 55 front door sensors
  - 50 rear door sensors
  - (Installation includes 3 spare sensors)
- 2. Technical support labor to assist YoloTD in setup, configuration, and testing of the APC hardware in the vehicles.
- 3. Development, installation, configuration & deployment services to implement APC software.
- 4. Five (5) days onsite of a TripSpark staff person to support the installation, setup & testing of APC hardware.

Two supplementary passenger information enhancements were added as components of the project: headsign integration and General Transit Feed Specifications (GTFS) upgrades for all Fixed Route transit buses. These components will improve the accuracy of the data collected by the APCs, and make it easier for passengers to receive up-to-the moment accurate information.

### Sole Source Justification

Currently, YoloTD has contracts with Tripspark Technologies for our GTFS Feed (since 2021) and headsign integration (since 2016). This new contract amendment would extend the software licensing for both. This project was sole sourced because Tripspark Technologies has the capabilities to integrate the APC hardware with our existing GTFS software and headsign equipment. If we were to select a different vendor for APC hardware it would be extremely difficult and costly to integrate with our existing technology.

## BUDGET IMPACT:

No impact. This project was approved in the Fiscal Year 2022-2023 annual budget and was carried forward into the FY 2023-2024 budget. Funding for this project is derived from three sources: 1) \$134,064 from Sacramento Urbanized Zone Area (UZA) 5339 funds, 2) \$201,936 from Woodland UZA 5307 funds, and 3) \$84,000 from State Transit Assistance/Available reserves.

Significantly, the staff negotiated pricing before a recent price increase imposed by Tripspark. The total cost of the contract is \$385,092, within the budget approved by the Board in FY 2022-2023.

#### Attachments:

- 1. Tripspark Technologies Contract
- 2. Sole Source Justification Letter

## CONTRACT NO.

# FIRST AMENDMENT TO CONTRACT NO. 2006-01 BETWEEN TRAPEZE SOFTWARE GROUP, INC. AND YOLO COUNTY TRANSPORTATION DISTRICT

This Amendment ("Amendment") to Contract No. 2006-01 is entered into by and between Yolo County Transportation District, with a business address at 350 Industrial Way, Woodland CA 95776 (hereinafter "YCTD"), and Trapeze Software Group, Inc., a Delaware corporation dba TripSpark Technologies, with a business address at 5265 Rockwell Dr. NE, Cedar Rapids, IA 52402 (hereinafter "Contractor" or "TripSpark") with YCTD and Contractor (individually "the Party", collectively "the Parties").

#### **RECITALS**

**WHEREAS,** YCTD and Mentor Engineering, Inc. ("Mentor") entered into Contract No. 2006-01 ("Contract") on March 17<sup>th</sup>, 2006 for Mentor to provide a turnkey automatic vehicle location system; and

**WHEREAS**, pursuant to an asset purchase agreement, Mentor assets were acquired by an affiliate of Contractor on January 31, 2013, including those assets of Mentor Engineering, Inc. is required to perform under the Contract; and

**WHEREAS**, by virtue of the purchase of its assets, Mentor Engineering, Inc. assigned all interest, benefits and obligations in the Contract with the Contractor to an affiliate of Contractor and the Contract became part of this assignment; and

WHEREAS, YCTD and Contractor did accept such assignment of the Contract and agree to perform all the obligations thereunder through this Amendment; and

WHEREAS, YCTD purchased additional Contractor Equipment, increased the operational metrics of licensed use for the Contractor Mobility (Fixed Route and Paratransit), XGate (Fixed Route and Paratransit), XMobile Manager (Fixed Route and Paratransit), MyRide, FAST Nav (Paratransit), and Streets CAD/AVL Server License Software and added Contractor NOVUS DR, NOVUS MON, Streets Route Monitor, and Streets Service Interruptions (Route

Deviation) Software products under the scope of First Amendment to Contract made effective December 15, 2016 ("First Amendment"); and

**WHEREAS**, YCTD purchased the Contractor Notifications (Core, Outbound and Inbound (Confirm/Cancel, Trip Booking) Software product under the scope of Amendment to Contract No. 2006-01made effective December 12, 2018 ("Second Amendment"); and

**WHEREAS**, YCTD purchased the Contractor GTFS Real Time Feed Software product under the scope of Amendment to Contract No. 2006-01made effective March 10, 2021 ("Third Amendment"); and

**WHEREAS**, YCTD wishes to purchase the Contractor Automatic Passenger Counters, Headsign Integration, and GFI Farebox Integration Software products under this Amendment.

**NOW THEREFORE** Contractor and YCTD agree that this Amendment shall amend the Contract, as follows:

- **1.** <u>Definitions</u>. In this Amendment, the capitalized words set out below will have the following meanings:
  - **1.1. Confidential Information** all information obtained by the Parties from each other under this Contract, but does not include any information which at the time of disclosure is generally known by the public.
  - **1.2. Contractor Software** the certain software as identified in Exhibit A-4, attached hereto.
  - **1.3. Documentation** the user documentation and training materials pertaining to the Software as supplied by Contractor.
  - **1.4. Statement of Work** the specifications for the services to be provided by Contractor and YCTD, attached hereto as Exhibit D-4.
  - **1.5. Trade Secrets** the Software, Documentation, and other related information (including all modifications of the Software developed for YCTD) disclosed to

YCTD under the Contract and all amendments thereto, including trade secrets and other confidential and proprietary information of Contractor.

- 2. The Parties agree to the addition of Exhibit A-4, attached hereto, for the sole purpose of identifying the Software licensed under this Amendment. Exhibit A-4, attached hereto, is therefore added in, and incorporated within the terms of the original Exhibit A attached to the Contract.
- **3.** The Parties agree to the addition of Contractor Automatic Passenger Counters, Headsign Integration, and GFI Farebox Integration Software product under the scope of this Amendment.
- **4.** Contractor Automatic Passenger Counters, Headsign Integration, and GFI Farebox Integration Software products shall be implemented in accordance with the Statement of Work, attached hereto as Exhibit D-4 and incorporated herein.
- **5.** The Parties agree to the addition of the third party hardware under the scope of this Amendment as detailed in Exhibit D-4 ("Third Party Hardware").
- 6. The Parties agree, notwithstanding anything to the contrary under the Contract, and as amended pursuant to First Amendment and Second Amendment, Contractor is not providing a warranty for the Contractor Automatic Passenger Counters, Headsign Integration, GFI Farebox Integration Software product and Third Party Hardware. Separate warranties for Third Party Hardware may be available from the manufacturer, developer, or distributor of the Third Party Hardware.
- 7. Notwithstanding any acceptance provisions to the contrary under the Contract, including but not limited to Software Acceptance provisions, and only applicable for the purposes of acceptance of the Contractor Automatic Passenger Counters, Headsign Integration, GFI Farebox Integration Software product and Third Party Hardware (collectively the "System"), the Parties agree YCTD's acceptance of the System shall be governed by the following acceptance provisions ("System Acceptance"):

Upon completing the delivery, installation, and testing of the individual Software on five (5) YCTD fixed route vehicles, TripSpark will notify YCTD in writing. YCTD will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the System operates in all material respects as specified in the Documentation. Notwithstanding the above, YCTD will be deemed to accept the System when the YCTD puts any part of the System into operational and functional use. The System will be considered "operational and functional" when the Software has been installed on individual five (5) YCTD fixed route vehicles and the TripSpark Software is first used to process normal service data ("Operational and Functional"). System will be accepted following ten (10) consecutive days of Operational and Functional use of the Software on the initial pilot fleet of five (5) fixed route transit vehicles without significant failure.

For the purposes of this section 7, "significant failure" will mean a failure of the Software to function in accordance with the requirements of the Documentation, where such a failure causes the Software to be inoperable or significantly impairs the functionality of the Software such that there is a critical impact on business operations. Failures that are the result of operator error, insufficient training, accidental damage to the Third Party Hardware caused by operator, intentional abuse of the Third Party Hardware, or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

- **8.** Notwithstanding anything to the contrary under the Contract, the Parties agree that YCTD shall be responsible for payment of the Contractor Automatic Passenger Counters, Headsign Integration, and GFI Farebox Integration Software license fee, implementation Services fees, expenses, Third Party Hardware fees, and Software maintenance fees as set out in and according to the Summary of Pricing, in Exhibit C-4 and Exhibit E-4, attached hereto.
- 9. CONTRACTOR shall continue to honor pre-existing contract obligations with respect to original procurement and pursuant to the Contract, First Amendment, Second Amendment and Third Amendment. New provisions of services and acceptance are addressed under the acceptance provisions of this Amendment and Exhibit D-4 Statement of Work, attached

hereto and made a part of this Amendment. CONTRACTOR shall abide by a new project schedule as determined during an operational review.

**10.** All remaining terms, conditions, and covenants of the Contract remain unchanged. For clarity, all previously replaced or removed provisions of the Contract, as enumerated hereunder, shall have no force or effect on the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to Contract to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.	YOLO COUNTY TRANSPORTATION DISTRICT
By:	By:
Name:	Name:
Title:	Title:

# **EXHIBIT A-4**List of Contractor Provided Software

Item	Contractor	Application Description	Configuration
	Software		
1.	Automatic	Third Party Hardware	Mobile Based
	Passenger	Integration Module with	
	Counters (APC)	Fixed Route Computer	
		Aided Dispatch and AVL	
2.	Headsign	Fixed Route Computer	Mobile Based
	Integration	Aided Dispatch and AVL	
		Integration Module with	
		Third Party Hardware	
3.	GFI Farebox	Fixed Route Computer	Mobile Based
	Integration	Aided Dispatch and AVL	
		Integration Module with	
		Third Party Hardware	

## Note:

- 1. Licenses are provided for operations of up to fifty-five (55) fixed route vehicles.
- 2. Third Party Runtime licenses, if required to operate the Contractor Software, are not included.

### **EXHIBIT C-4: SUMMARY OF PRICING**

				*Third party	Installation		
Product	Licenses	Services	Expenses	Hardware	Services	Discount	Total
Automatic Passenger Counters (APC)	\$30,324	\$51,976	\$6,400	\$187,270	\$55,000	(\$30,324)	\$300,646
GFI Farebox Integration	\$5,775	\$6,600	\$0	\$3,808	\$17,188	\$0	\$33,371
Headsign Integration	\$14,410	\$13,200	\$0	\$6,277	\$17,188	\$0	\$51,075
TOTAL USD	\$50,509	\$71,776	\$6,400	\$197,356	\$89,375	-\$30,324	\$385,092

#### Note:

- 1. Pricing expires September 30, 2023, if this Amendment is not executed by YCTD by such date.
- 2. Applicable taxes are not included and will be assessed at time of TripSpark invoicing.
- 3. YCTD is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
- 4. SQL must be used for databases for TripSpark Software.
- 5. \*Third Party Hardware breakdown as follows:

Description	Quantity	
In-Vehicle Streets Third Party Hardware - Fixed Route		
IRIS APC Front Door	58 (55 plus 3 spares)	
IRIS APC Rear Door	50	
IRIS APC Mounts	110 (105 plus 5 spares)	
10m Ethernet Cable (M12 Connector)	58	
20m Ethernet Cable (M12 Connector)	52 (50 plus 2 spares)	
GFI Integration Expansion Cables	55	
Headsign Integration Expansion Cables	55	

#### **EXHIBIT C-4: SUMMARY OF PRICING**

#### General

1. YCTD is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.

#### TripSpark will provide:

- 1. All of the Third Party Hardware included above.
- 2. Technical Services to include: project management; system testing; 'train the trainer' training; implementation; and remote support.

#### YCTD will be responsible for providing the following:

- 1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
- 2. Access to the servers via the internet (i.e., VPN, PCAnywhere) to support remote troubleshooting/support.
- 3. Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
- 4. Public data network activations and monthly airtime subscriptions for each vehicle.
- 5. Wi-Fi access points at the garages.
- 6. Data entry/verification including but not limited to stops, routes, schedules, timepoints.
- 7. Third party interface fees to existing YCTD equipment (incl. fareboxes, annunciators, onboard signs, etc.)
- 8. Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to get approval.

## **EXHIBIT C-4: SUMMARY OF PRICING**

## **Payment Schedule**

Milestones below will be invoiced and due on a per individual Software component basis.

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Amendment	100% of License Fees
Milestone 2:	Due upon shipped delivery of Third Party Hardware to YCTD location	100% Third Party Hardware Fees
Milestone 3:	Due upon installation of Software in the test environment	33% of Services Fee and Expenses
Milestone 4:	Due upon delivery of initial Training Session	33% of Services Fee and Expenses
Milestone 5:	Due upon System Acceptance pursuant to Section 7, page 3 to page 4 of this Amendment	34% of Services Fee and Expenses

#### **EXHIBIT D-4:**

## Statement of Work (SOW): APC Technical Services, GFI Farebox & Headsign Integration Overview

The following information defines the services to be provided by TripSpark for the YCTD.

Unless otherwise indicated, TripSpark will provide 'standard' services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through the change request system. In addition, it is assumed this Amendment will take advantage of existing TripSpark infrastructure, data sources and systems unless otherwise stated. The specific implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated. Any services not explicitly defined below are not included in this Amendment's SOW and will incur additional charges. All Services will be provided remotely.

#### **TripSpark Implementation Services**

*This implementation involves the following high level tasks:* 

- 1. Implementation, Project management, software configuration, and system testing of Automatic Passenger Counter (APC) Third Party Hardware & APC, GFI Fareboxes Interface, & Headsign Interface Software.
- 2. Configuration & Deployment services to implement an APC gateway solution for the Customer.
- 3. Labor and subcontractor work to provide the installation of the APC Third Party Hardware in the YCTD vehicles, for the following quantities:
  - a. 55 front door sensors
  - b. 50 rear door sensors
  - c. (Installation excludes 3 spare sensors)
- 4. Technical support labour to assist YCTD in setup, configuration, and testing of the APC Third Party Hardware in the vehicles.
- 5. Development, Installation, Configuration & Deployment services to implement APC Software.

6. Five (5) Days Onsite of a TripSpark Resource to Support the installation, setup & testing of APC Third Party Hardware.

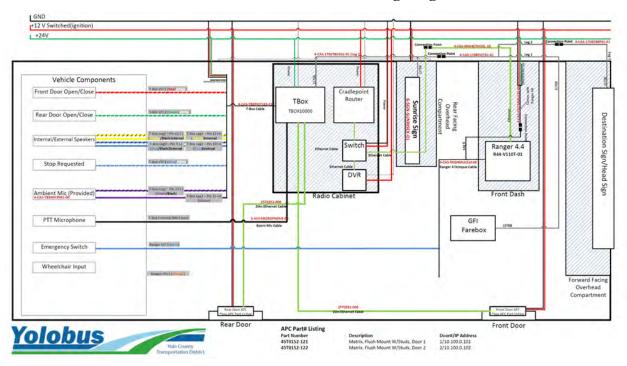
#### **Assumptions**

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- YCTD will be responsible for maintaining the Third Party Hardware once installed and for any activities required to validate the accuracy of the APC counts on the buses.
- Once an installation is completed and passes the installation inspection, all further hardware troubleshooting will be accomplished by YCTD's maintenance staff. TripSpark will be available for consultation.
- TripSpark will provide its standard automatic passenger counting functionality and train YCTD on its use.
- Onsite labour shall be scheduled as agreed upon by both Parties.
- This pricing in Exhibit C-4 of this Amendment assumes 2 available M12 ethernet ports on existing Tbox devices in vehicle.
- Project assumes YCTD has 3 or more spare Tboxes to support the project.
- YCTD must provide 5 vehicles per day to support installation timeline. Additional costs for installation as a result of vehicle availability is YCTD responsibility.
- YCTD must provide headsigns that are TripSpark ready, J1708 capable with an external connection point on the headsigns.
- YCTD will be responsible for all costs of upgrading the software of the headsigns to a version compatible with TripSpark Software.
- YCTD will be responsible for gaining any required approvals from the headsign manufacturer to allow TripSpark to interface to the headsigns.
- YCTD will be responsible for any third-party interface fees necessary for TripSpark to interface to the headsigns.
- The GFI interface will provide single point of logon only from Ranger to the GFI farebox
- Any Software updates required to enable the GFI J1708 interface in a TripSpark ready state is the responsibility of YCTD. (As per SAE J1708 Rev. OCT93, SAE J1587 Rev. JUL98, MID 188)
- YCTD will be responsible for installation of the interface cabling in the vehicle to connect Ranger with the GFI Farebox.

- YCTD will be responsible for providing an external connector on the farebox that TripSpark can plug into for J1708 farebox communications. YCTD will be responsible for any internal hardware or labour required to install and enable this connector.

## **SOW Addendum – YCTD Wiring Diagram**



#### **EXHIBIT E-4: SOFTWARE MAINTENANCE FEES**

## **Long Term Support Fees**

Item	Contractor Software	**Maintenance Fees
1	Automatic Passenger Counters	\$16,847
2	GFI Farebox Integration	\$1,155
3	Headsign Integration	\$2,882

**Note:** \* Year 1 Software maintenance fee only, due upon individual System Acceptance as defined in accordance with Section 7, page 3 to page 4 of this Amendment. Upon individual expiry of Year 1 term, annual Software maintenance support shall be subject to program availability and TripSpark's then current pricing.



July 10, 2023

Daisy Romero Acting Director of Transportation Yolo County Transportation District 350 Industrial Way Woodlawn, CA 95776

Dear Ms. Romero,

TripSpark Technologies is pleased to present Yolo County Transportation District (YCTD) with justification for the sole-source procurement of TripSpark's Automatic Passenger Counter (APC) technical services and integration. YCTD has been utilizing TripSpark's Streets CAD/AVL solution since 2008. As a fully integrated Intelligent Transportation System (ITS) solution with software applications, Streets is designed to help increase efficiencies across your entire organization. It encompasses Computer-Aided Dispatch (CAD), Automated Vehicle Location (AVL), in-vehicle computing, comprehensive reporting, and a passenger information system.

YCTD will benefit from industry leading Irma Matrix APC sensors, manufactured by iris Inc., which utilize infrared (LED) time-of-flight technology that provide 3D image recognition and a count accuracy of over 98%. Most importantly, TripSpark's Streets ecosystem provides 360-degree integration to provide the highest return on investment possible for this technology – specifically, Streets ITS, Ranger MDCs and TBox AVA, to fully automate passenger counting, and provide real-time data transfer that is immediately accessible in Streets reporting. Specifically, TripSpark's APC integration with Streets provides the following benefits that no other solution can no other vendor in the industry can match:

- **Data Linkage** Correctly linking APC data to stops, trips and routes is critical for NTD and performances reporting. Streets links the data the moment it is generated. This means it doesn't matter whether you are early, late, or cancel a trip the data will be correct. Solutions that "match" the ridership data with schedule information algorithmically using static schedule data, locations and timestamps are not as reliable. With these solutions, a cancelled trip will break the linkage.
- Real-time Passenger Load With TripSpark's APC integration, YCTD will know how
  full your buses are in real-time. You will no longer need to rely on drivers or radio for
  alerts. Instead, you will be able to leverage automatic events for dispatch when buses
  are nearly full and send out extra service before pass-bys occur, with direct feedback on
  vehicle capacity to your drivers via Ranger MDCs.



- FTA Approved Algorithm Not an add-on, this will be part of your default Streets solution with TripSpark's APC integration, allowing for block level and trip level load balancing. Further, you will have access to real-time reporting on accurate passenger mile and average passenger trip length calculations, as well as the ability to account for passenger that stay on the bus past end-of-line.
- APC Gateway The APC Gateway is a tool that automates the process of loading, validating, and data cleansing the automatic passenger counting information. The Gateway utilizes numerous parameters to clean volumes of data coming from our ITS system and loads them into a relational model that can be further analyzed in Streets.

Above and beyond the clear functional requirements that only TripSpark can provide, there are additional key operational advantages to a consolidated approach:

- Experience TripSpark uses the same resources to support both NovusDR, Streets ITS and all peripheral integrations. For YCTD, this means a consistent understanding of your operation and how all TripSpark technology fits in. TripSpark consistently enhances functionality of their existing products as well as develops new technology to the transit market, as the products are enhanced, OCT immediately benefits from our employees training and how to apply new changes to your operation.
- **Upgrades** Every year TripSpark releases upgrades to the various modules mentioned above. Trying to coordinate these upgrades with various 3<sup>rd</sup> party vendors can be time consuming and costly, especially when there is no financial incentive for the other vendors to invest in maintaining interface compatibility for future releases.
- **Support** In any deployment there will always be challenges but when numerous 3<sup>rd</sup> party vendors are involved it can add a level of complexity and it can be unclear where the problem truly lies. This can result in finger pointing and delays.

If you have any questions or require additional information, please contact me at 905.330.4803 or by e-mail at <a href="mailto:dan.pasowisty@tripspark.com">dan.pasowisty@tripspark.com</a>

Sincerely,

Dan Pasowisty
Account Executive

# BOARD COMMUNICATIONS: YOLO TRANSPORTATION DISTRICT 350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Yolo 80 Managed Lanes Project Update	Agenda Item#:	4 Informational		
	Agenda Type:	Attachments: Yes No		
Prepared By: Brian Abbanat		<b>Meeting Date: November 13, 2023</b>		

#### **RECOMMENDATION:**

Informational. This staff report reflects an update on significant Yolo 80 Managed Lanes project activities.

#### **BACKGROUND:**

#### Key Activities since September 2023 Board meeting

The Yolo 80 Managed Lanes project has rapidly evolved since the September Board meeting. In September, the project team was assessing if/how a Phase 1 project could be delivered in the wake of the \$102 million TCEP grant non-award. Additionally, delays in releasing the Draft Environmental Document (DED) – in this case an EIR – reduced time available to prepare for a Project Alternative that could include an express (tolled) lane. Over the past two months, extensive coordination between Caltrans District 3 (D3), Caltrans Headquarters, the California State Transportation Agency (CalSTA), SACOG, and Yolo Transportation District have resulted in substantial progress toward the possibility of a Yolo 80 Managed Lanes Phase 1 project in closer alignment with the December 2021 Board-adopted project goals.

### Draft Environmental Impact Report Delay and Expected Release November 13

The project's DED is among the first in the state to address emerging California Environmental Quality Act (CEQA) regulations on freeway expansion projects, specifically Vehicle Miles Traveled (VMT) impacts. The original target release date of June 30, 2023 was delayed as Caltrans Headquarters and D3 needed additional time to coordinate on the DED prior to its release. To YoloTD's understanding, these issues are resolved, and the Governor's office and the California State Transportation Agency (CalSTA) – the state agency have reviewed and confirmed an intent to release on Monday, November 13 – the same day as this Board meeting. This does not allow enough time for an informed Board discussion of the DED findings at this Board meeting. However, staff looks forward to a robust discussion on this topic with the Board at the December meeting, which falls within the DED's 45-day review period.

#### Project Funding Recap and Outlook

In early 2023, a project expectation was the \$102 million D3 Trade Corridors Enhancement Program (TCEP) grant application submitted in December 2022 would be awarded funding. This would have largely filled the project's funding gap and enable an express (tolled) lane project to advance according to schedule and to obligate the awarded \$86 million federal Nationally Significant Multimodal Freight & Highway Projects (INFRA) funds by the Congressionally mandated September 2024 deadline. In June, the project team learned the Yolo 80 Managed Lanes project was not selected for TCEP funding, which required additional time and coordination through summer 2023 to determine if an initial project phase could be delivered consistent with the INFRA funding project goals. Subsequently, meaningful conversations have occurred at high state government levels to identify funding to enable a Phase 1 project to be delivered as an express lane, a project alternative most consistent with YoloTD Board-adopted project goals. In this scenario, YoloTD-led tolling advance planning work must proceed at an accelerated rate.

D3 and YoloTD established Phase 1 project timelines that are contingent on the timeline of the environmental review process. This is possible due to baseline project features common to all EIR alternatives. However, the EIR's release delay significantly compresses the schedule to prepare a Phase 1 Build Option, increasing the challenge to obligate the \$86 million INFRA funding by September 2023.

#### Tolling Advance Planning

In the event a tolling alternative is selected by Caltrans as the final project, and additional funding is identified to cover the costs of tolled elements in the project design, then key tolling advance planning activities must be completed by late spring 2024, approximately 6-8 months for activities more commonly requiring up to 18 months, including, potentially:

Commission for Tolling Authority

#### Tolling Advance Planning (YoloTD)

- Concept of Operations
- Revised Traffic & Revenue Study
- Establishment of Interagency Tolling Authority
- Revenue Expenditure Plan
- Application to California Transportation

# Capital Project (Caltrans)

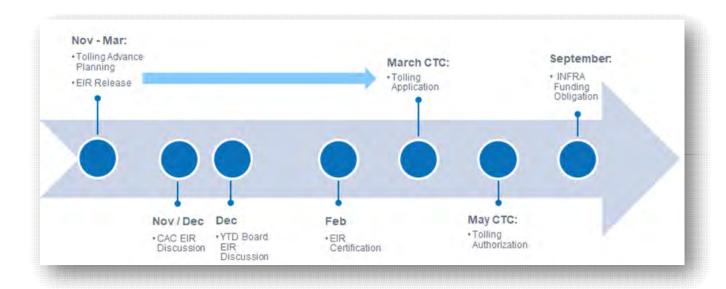
- Complete environmental review
- Complete 100% design & engineering
- Secure additional funding
- List project for construction bids

The Tolling Advance Planning process was delayed due to the uncertainty related to the environmental review process. However, YoloTD has engaged our relevant regional transportation agency partners (SACOG, Caltrans, Sacramento Transportation Authority, Placer County Transportation Planning Authority, and El Dorado County Transportation Commission) in a series of working group discussions to lay the foundation for establishing a regional tolling authority. Those conversations – which are ongoing - have been productive. Their staff are aware of the changing Yolo 80 Managed Lanes project landscape and its potential effect on a regional tolling authority's initial composition, including representation.

In June 2023, YoloTD was awarded \$2 million in SACOG Regional Funding for the Tolling Advance Planning activities, above. Staff have obligated this funding and received a Notice to Proceed. Thus, Tolling Advance Planning activities costs can be reimbursed with this funding. However, the level of effort within the remaining time available is substantial. Staff and consultants have continued Tolling Advance Planning activities and, following a late summer pause, re-engaged the Regional Working Group for tolling policy to update them on the project status and potential paths forward.

#### Project Schedule

An ambitious, but potentially achievable schedule below illustrates how a Phase 1 express lanes project could unfold:



#### Tolling Advance Planning Committee

The Board's Tolling Advance Planning Committee continues to meet and discuss the project monthly including their October 2 and November 6 meetings. Topics discussed included updates on the environmental process, progress on tolling authority / governance discussions with regional transportation agencies, project schedule, as well as use of SACOG funding awarded for tolling advance planning (see Agenda Item 5). Their perspective has helped staff navigate the complexities of this project.

Circumstances surrounding the Yolo 80 Managed Lanes project continue to evolve each month. Staff will continue to keep the YoloTD Board apprised of its progress.

#### Citizens Advisory Committee

The Citizens Advisory Committee (CAC) was given a project update at the November 7 meeting. As an advisory committee to the YoloTD Board, one CAC member suggested that a special CAC meeting should be scheduled to hear a presentation on the DED. Staff will follow up to poll the CAC members on their interest and availability for a special meeting prior to the December 11 Board meeting.

### BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

Topic: Service Change for WSP USA Inc., for Yolo 80 Managed Lanes Project	Agenda Item#: Agenda Type:	5 Action
		Attachments: Yes No
Prepared By: B. Abbanat		<b>Meeting Date: November 13, 2023</b>

# **RECOMMENDATION:**

Approve resolution authorizing the Executive Director to sign future amendments to the existing professional services agreement with WSP USA Inc, to increase the budget by up to \$537,100 to implement the next phase of the Tolling Advance Planning process for the Yolo 80 Managed Lanes project.

# REASON FOR RECOMMENDATION:

In July 2022, the YoloTD Board approved a resolution authorizing staff to procure professional consulting services for up to \$115,000 to provide technical assistance and advising on highway tolling for the Yolo 80 Managed Lanes project. Staff selected WSP USA Inc. (WSP) through a competitive bid process, and they have provided services since November 2022.

In June 2023, YoloTD was awarded \$2 million in SACOG Regional Funding for Tolling Advance Planning activities. The scope of work for this grant funding included a series of technical, policy and governance activities to establish the first tolled highway project in the Sacramento region on I-80 in Yolo County.. Staff have obligated this funding and received a Notice to Proceed, so Tolling Advance Planning activities can be reimbursed by this funding source.

A scope of work accompanied the \$2 million grant award, \$537,100 of which staff proposes to apply to the WSP Agreement in smaller increments over the next 5-7 months. The work intended for WSP falls within the Task 2 scope of their existing agreement: Ongoing Professional Technical Advisory Services for I-80 Managed Lanes Project.

YoloTD-led Tolling Advance Planning is proceeding concurrently with the Yolo 80 Managed Lanes EIR process to meet procedural deadlines for a tolling authority application as described in Agenda Item 4a. Because the EIR process outcome is not known, YoloTD staff proposes that the Board authorize the full amount of \$537,100 now, while directing staff to parcel out this funding in smaller incremental amendments to the existing WSP agreement over the next 5-7 months to ensure:

- 1. Timely Tolling Advance Planning progress toward CTC tolling application deadlines; and
- 2. Responsible management of project funds by committing funds to WSP-related project tasks more closely to the timing needed.

This proposed approach ensures that funding is directed towards Tolling Advance Planning activities when they are needed, and not prior, in the event circumstances outside YoloTD's control affect the process timeline in Agenda Item 4a.

The below table itemizes Tolling Advance Planning activities assumed within this authorization request:

Table 1: SACOG Grant Award Scope of Work, and Proposed Budget Increase w/Board Action

	SACOG Grant Award		
	G L	G. 66	WSP Agreement
Task Summany	Consulting	Staff	Proposed Budget
Task Summary	Costs	Costs	Increase (+)
Project Management & Controls	\$44,000	\$200,000	\$22,000
Concept of Operations	\$225,100		\$225,100
Traffic & Revenue Study	\$300,000		\$50,000
Outreach		\$130,000	\$0
Governance	\$205,000		\$0
CTC Application	\$240,000		\$240,000
Roadside Toll System Procurement	\$660,000		\$0
Equity Framework and Program	\$255,000		\$0
	\$ 1,929,100	\$330,000	+ \$527 100
	\$2,259,100		+\$537,100
	Existing WSP →		\$110,000
	Agreement		
	<b>Total WSP Budget with</b>		\$647,100
	Proposed I	ncrease	

The Concept of Operations (Conops), Traffic & Revenue (T&R) Study, and CTC application are all requirements for submitting a tolling authority application. Only a small portion of the task budget for revisions to the existing Caltrans T&R is needed in the next 5-7 months, since WSP is playing a coordinating and support role study rather than conducting a new study as originally scoped. Access to the full Conops and CTC application budgets are needed within the next 5-7 months as tolling authority authorization from the CTC is dependent on these work products. However, the Board's action will authorize the Executive Director to make smaller incremental amendments to WSP's agreement over the next 5-7 months as the funding is needed, and contingent upon Caltrans and YoloTD achieving key project milestones successfully. A sample amendment is included as Attachment 2.

# **BUDGET IMPACT:**

Attachment 1: Resolution

Attachment 2: Sample WSP Amendment #1 Attachment 3: Original WSP Agreement

Attachment 4: 2023 SACOG Transformative Grant Scope of Work Summary

### YOLO TRANSPORTATION DISTRICT RESOLUTION No. 2023-18

AMENDMENTS WITH WSP USA INC. FOR THE YOLO 80 MANAGED LANES PROJECT

# AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT

WHEREAS, in July 2022 the Yolo Transportation District authorized the Executive Director to procure consulting services for the Yolo 80 Managed Lanes project;

WHEREAS, in October 2022 WSP USA Inc., was chosen via a competitive selection process to provide consulting services for the Yolo 80 Managed Lanes project including for ongoing professional technical advisory services;

**WHEREAS**, the Yolo Transportation District was awarded \$2 million from the SACOG Regional Funding Transformative Grant program to complete Tolling Advance Planning activities for the Yolo 80 Managed Lanes project;

**WHEREAS**, approximately \$537,100 of the \$2 million may be needed for Tolling Advance Planning activities over the next 5-7 months for which WSP is qualified to provide;

WHEREAS, Yolo Transportation District intends to execute WSP agreement amendments in smaller amounts over time as needed;

**WHEREAS**, the Yolo Transportation District Board of Directors wishes to delegate authorization to the Executive Director to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Yolo Transportation District, authorize the Executive Director, or her designee, to execute future agreement amendments up to \$537,100 with WSP USA Inc. for Tolling Advance Planning consulting services retroactive to November 1, 2023.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 13th day of November 2023, by the following vote:

	AYES:		
	NOES:		
	ABSTAIN:		
	ABSENT:		
		Tom Stallard, Ch	nair
		Board of Directo	ors
ATTES	ST:		
Heathe	r Cioffi, Clerk		

Board of Directors
Approved as to Form:
Kimberly Hood, District Counsel

#### **AGENDA ITEM 5 - ATTACHMENT 2**

#### **SAMPLE AMENDMENT #1 TO 11/2022 WSP AGREEMENT**

All terms and conditions of the original contract apply except:

- **1. Scope of Engagement.** Scope of work is augmented to include "Governance Structure" section, which may include all or some of the activities identified below.
- **2. Fees and Personnel**. The budget for this matter will not exceed \$647,100 through December 2024, unless extended and agreed to by the parties in writing.

Task	Task Summary	Description	Amount
1	Project Management & Controls	Develop budget & cost estimates, schedule, funding plan. Overall project management.	\$10,000
2	Concept of Operations	ConOps tasks includes operational assumptions such as, hours of operations, access options, permitted vehicle classes, operating segments, toll rates, toll discounts, multi lane tolling, including, enforcement technology and unpaid toll collection process, back office determination, and toll system layout.	\$125,000
3	Traffic & Revenue Study	Evaluation of current and future demand for the new tolled lane. For this amendment, task refers to coordination and supporting role for Caltrans District 3's revisions to existing T&R.	\$25,000
4	CTC Application	Preparation of a Tolling application, which must be submitted to the CTC, who will evaluate the application and determine whether to grant tolling authority to the applicant.	\$120,000
Subtotal			\$280,000
Existing WS	P Agreement		\$110,000
Total WSP A	Agreement W/Service Cha	nge	\$390,000

These terms are accepted and agreed to as of the date of this letter and retroactive to November 1, 2023.

	Date:
Jef Nazareno, Vice President	
WSP USA Inc.	
	Date:
Autumn Bernstein	Date:

### PROFESSIONAL SERVICES AGREEMENT

between

### YOLO COUNTY TRANSPORTATION DISTRICT

and

WSP USA INC.

for

YOLO 80 MANAGED LANES PEER REVIEW AND TECHNICAL ADVISORY SERVICES

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# PROFESSIONAL SERVICES AGREEMENT Between YOLO COUNTY TRANSPORTATION DISTRICT And WSP USA INC. For YOLO 80 MANAGED LANES

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 10 day of October, 2022, ("Effective Date"), by and between the Yolo County Transportation District (herein called "YCTD"), a special district in the state of California and WSP USA Inc., a New York Corporation, herein referred jointly as "the Parties".

#### RECITALS

WHEREAS, YCTD intends to retain Consultant to provide professional consulting services for the Yolo 80 Managed Lanes project (herein called the "Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of YCTD; and

WHEREAS, the YCTD Board of Directors approved \$150,000 for professional services in FY 2022/23 Budget (MM-02) related to the Project; and

WHEREAS, the Parties hereto now wish to enter into this Agreement pursuant to which CONSULTANT will render professional services in connection with the Project as hereinafter provided; and

NOW, THEREFORE, the Parties hereto agree as follows:

#### 1. SCOPE OF SERVICES

A general description of the tasks to be required of CONSULTANT is included in this Agreement as Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. All required services shall be authorized by Task Order. All services described in a duly executed Task Order are hereby incorporated into the Agreement upon their execution. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form.

CONSULTANT agrees to perform or secure the performance of all specified services in their entirety with respect to fully executed Task Orders within the Maximum Payment specified in Article 3. Brian Abbanat (herein called "YCTD Project Manager") is responsible for communication with CONSULTANT and the administration of this Agreement. YCTD's

Executive Director or designated representative may substitute a new YCTD Project Manager by written notice to CONSULTANT.

CONSULTANT's point of contact and the individual authorized to communicate to YCTD on behalf of CONSULTANT is Liz Justison ("CONSULTANT Project Manager"). A change in the CONSULTANT Project Manager requires YCTD's prior written approval.

In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with similar expertise in providing such services, and CONSULTANT represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

#### 1.1 PROGRESS REPORTS

CONSULTANT shall provide YCTD summary progress reports with invoices.

#### 1.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the YCTD Project Manager, CONSULTANT shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the YCTD PROJECT MANAGER or his or her designee via one or more web-based systems designated by YCTD to which YCTD will provide CONSULTANT with system access. YCTD may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

#### 2. PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence on or after October 11, 2022 and shall be completed no later than December 31, 2024, unless extended by a duly executed amendment or earlier terminated, as hereinafter provided. CONSULTANT's services shall be performed in accordance with the schedule included in each signed Task Order.

#### 3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, YCTD will pay CONSULTANT for its services as described in duly executed Task Orders, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants' costs (including mark-up), travel, equipment, materials and supplies, expenses and any

fixed fee, not to exceed One hundred fifteen thousand dollars (\$115,000)] ("Maximum Payment"). YCTD shall make payments to CONSULTANT in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to YCTD at <u>babbanat@yctd.org</u> or in writing to:

Attention: Brian Abbanat Yolo County Transportation District 350 Industrial Way Woodland, CA 95776

Payment shall be made by YCTD within thirty (30) days of receipt of an acceptable invoice, approved by the YCTD Project Manager or a designated representative.

#### 4. KEY PERSONNEL

The key personnel to be assigned to this work by CONSULTANT and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, <u>Key Personnel Assignments</u>, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the YCTD Project Manager or a designee.

CONSULTANT shall maintain records documenting compliance with this Article, and such records shall be subject to the audit requirements of Article 15. CONSULTANT agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. YCTD reserves the right to direct removal of any individual, including key personnel, assigned to this work.

#### 5. AMENDMENTS

YCTD reserves the right to request changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written amendments that specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONSULTANT and specifically identified as amendments to the Agreement. The YCTD Project Manager is not a designated representative, for purposes of approving an amendment.

#### 6. TERMINATION

A. Termination for Convenience. YCTD may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to YCTD. For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONSULTANT shall be paid for hours worked, plus authorized expenses and reasonable termination costs, not to exceed the maximum amount payable under the terminated Task Order. If CONSULTANT has any property in its possession belonging to YCTD, CONSULTANT will account for the same, and dispose of it in the manner YCTD directs. Except as provided above, YCTD shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

B. Termination for Default. If CONSULTANT does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONSULTANT fails to comply with any other material provision of the Agreement, YCTD may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONSULTANT, setting forth the manner in which CONSULTANT is in default. If CONSULTANT does not cure the breach or describe to YCTD's satisfaction a plan for curing the breach within the fifteen (15) day period, YCTD may terminate the Agreement for default. In the event of such termination for default, CONSULTANT will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: For terminated deliverables-based Task Orders, CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONSULTANT shall be paid for hours worked, plus authorized expenses, not to exceed the maximum payable under the terminated Task Order. Such reimbursement will be offset by any costs incurred by YCTD to complete work required under the Agreement. In no event shall YCTD be required to reimburse CONSULTANT for any costs incurred for work causing or contributing to the default. If CONSULTANT has any property in its possession belonging to YCTD, CONSULTANT will account for the same, and dispose of it in the manner YCTD directs. YCTD shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

C. If it is determined by YCTD that CONSULTANT's failure to perform resulted from unforeseeable causes beyond the control of CONSULTANT, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONSULTANT, YCTD, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

#### 7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to YCTD, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or an A rating from a comparable rating service.

#### 8. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and not an employee or agent of YCTD and has no authority to contract or enter into any agreement in the name of YCTD. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

#### 9. INDEMNIFICATION

To the maximum extent permitted by law, CONSULTANT shall indemnify, keep and hold harmless YCTD and those entities (if any) identified as additional insureds in Attachment E, <u>Insurance and Financial Security (Bond) Provisions</u>, and their commissioners, directors, officers, agents, and employees ("YCTD Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following:

A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur to the extent caused by any breach of the Agreement or negligent act or

omission or willful misconduct of CONSULTANT or its officers, employees, subconsultants or agents or any of them, arising from, under or in connection with this Agreement; or

B. Any allegation that materials or services provided by CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

CONSULTANT further agrees to pay all charges of attorneys and all other costs and expenses of defenses as part of its indemnity obligation. If any judgment is rendered against any of the YCTD Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

#### 10. DATA TO BE FURNISHED BY YCTD

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("YCTD Data") made available to CONSULTANT by YCTD for use by CONSULTANT in the performance of its services under this Agreement shall remain the property of YCTD and shall be returned to YCTD at the completion or termination of this Agreement. No license to such YCTD Data, outside of the Scope of Work of the Project, is conferred or implied by CONSULTANT's use or possession of such YCTD Data. Any updates, revisions, additions or enhancements to such YCTD Data made by CONSULTANT in the context of the Project shall be the property of YCTD and subject to the provisions of Article 11.

#### 10.1 PERSONALLY IDENTIFIABLE INFORMATION – NOT USED

#### NONDISCLOSURE OF CONFIDENTIAL INFORMATION

YCTD may be required to make available to CONSULTANT certain confidential, non-public or proprietary information ("Confidential Information") for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as "Confidential" or with a similar notice. As between YCTD and CONSULTANT, Confidential Information shall remain the sole and exclusive property of YCTD, and no license or other rights to Confidential

Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of CONSULTANT; b) CONSULTANT can demonstrate to have had rightfully in its possession prior to disclosure by YCTD or its contractors, vendors or licensors; c) CONSULTANT rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

CONSULTANT agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by YCTD. CONSULTANT further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of YCTD, at any time and for any reason, CONSULTANT shall destroy or return to YCTD, at YCTD's option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by YCTD.

#### 11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to YCTD by CONSULTANT or its subconsultants pursuant to this Agreement shall be and are the property of YCTD. YCTD shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to YCTD. CONSULTANT hereby assigns to YCTD ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONSULTANT also agrees to execute all papers necessary for YCTD to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONSULTANT'S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

CONSULTANT shall be responsible for the preservation of any and all such Work Products prior to transmittal to YCTD, and CONSULTANT shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to YCTD.

CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

#### 12. SUBCONTRACTS

A. No subconsultants are currently approved by YCTD for work under this Agreement. In advance of the assignment of any work to a subconsultant, such subconsultant must be approved in writing by the YCTD Project Manager and engaged under written contract with CONSULTANT with provisions allowing CONSULTANT to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONSULTANT.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between YCTD and any subconsultants, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to YCTD for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from YCTD's obligation to make payments to CONSULTANT.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

#### 13. ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement, or any part hereof without prior express written consent of YCTD and any attempt thereat shall be void and unenforceable.

#### 14. RECORDS

CONSULTANT agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONSULTANT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

#### 15. AUDITS

CONSULTANT shall permit YCTD, YCTD's authorized representatives to have access to CONSULTANT's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

CONSULTANT further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that YCTD or any of YCTD's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. Any conflicting language regarding audits contained in Attachment I, <a href="State-Required Clauses">State-Required Clauses</a>, shall supersede this Article.

#### 16. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To YCTD: Attention: Brian Abbanat, Senior Planner

Yolo County Transportation District

350 Industrial Way Woodland, CA 95776 Email: babbanat@yctd.org

To CONSULTANT: Attention: Liz Justison

WSP

1100 11<sup>th</sup> Street Sacramento, CA

Email: liz.justison@wsp.com

#### 17. SOLICITATION OF CONTRACT

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, YCTD shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONSULTANT's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

#### 18. PROHIBITED INTERESTS

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to YCTD. CONSULTANT further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of YCTD, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONSULTANT further covenants that it has made a complete disclosure to YCTD of all facts of which CONSULTANT is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of YCTD (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by YCTD.

#### 18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to YCTD; a firm or person's objectivity in performing the contract work is

or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT shall immediately provide YCTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, YCTD becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, YCTD shall similarly notify CONSULTANT. In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by YCTD, YCTD will consider the conflict presented and any alternatives proposed and meet with CONSULTANT to determine an appropriate course of action. YCTD's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject CONSULTANT to damages incurred by YCTD in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

#### 19. LAWS AND REGULATIONS

CONSULTANT shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of any such government, including, but not limited to, YCTD, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on YCTD as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT. Attachment I, <u>State-Required</u> <u>Clauses</u>, and its parts are attached hereto and incorporated herein by this reference.

#### 20. CLAIMS OR DISPUTES

CONSULTANT shall be solely responsible for providing timely written notice to YCTD of any claims for additional compensation and/or time in accordance with the provisions of the

Agreement. It is YCTD's intent to investigate and attempt to resolve any CONSULTANT claims before CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by YCTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given YCTD due written notice of a potential claim. The potential claim shall set forth the reasons for which CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to YCTD prior to the time that CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by YCTD, and shall be governed by all applicable provisions of the Agreement. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves CONSULTANT's claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to CONSULTANT's claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or YCTD may terminate the Agreement.

#### 21. REMEDIES FOR BREACH

In the event CONSULTANT fails to comply with the requirements of the Agreement in any way,

YCTD reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

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

#### 22. TEMPORARY SUSPENSION OF WORK

YCTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as YCTD may deem necessary. The suspension may be due to the failure on the part of CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONSULTANT. CONSULTANT shall comply immediately with the written order of YCTD to suspend the work wholly or in part. The suspended work shall be resumed when CONSULTANT is provided with written direction from YCTD to resume the work.

If the suspension is due to CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by YCTD.

In the event of a suspension of the work, CONSULTANT shall not be relieved of CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that YCTD has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of CONSULTANT, suspension of all or any portion of the work under this Section may entitle CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

#### 23. PERFORMANCE OF SERVICES

- A. In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with similar expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.
- B. In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or a subconsultant's failure to perform said services in accordance with the warranty standards set forth above, YCTD shall report such deficiencies in writing to CONSULTANT within a reasonable time. YCTD thereafter shall have:
  - 1. The right to have CONSULTANT re-perform such services at CONSULTANT's expense; or
  - 2. The right to have such services done by others and the costs thereof charged to and collected from CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to YCTD that it has undertaken said re-performance; or
  - 3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all negligent errors and omissions and is expected to pay for all deficient

work as a result of same.

#### 24. DISPUTE RESOLUTION

A. <u>Informal Resolution of Disputes</u>. CONSULTANT and YCTD shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are

unsuccessful, either party may request that YCTD provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, the YCTD Project Manager shall provide a written determination as to the dispute, including the basis for his or her decision. Upon CONSULTANT's written acceptance of the YCTD Project Manager's determination, the Agreement may be modified, and the determination implemented or, failing agreement, YCTD may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the YCTD Project Manager's determination.

If the YCTD Project Manager's determination is not accepted by CONSULTANT, the matter shall promptly be referred to senior executives of the Parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of commencement of senior management negotiations, the Parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

- B. <u>Controversies Subject to Alternative Dispute Resolution</u>. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between YCTD and CONSULTANT that cannot be resolved through the informal efforts described above, may, by specific agreement of the Parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the Parties at the time.
- C. Other Remedies. If a dispute is not resolved through discussion or the Parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in the California State court located in Woodland, California. CONSULTANT must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.
- D. <u>Pending Resolution</u>. CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by YCTD and shall be governed by all applicable provisions of the Agreement.

- E. <u>Cost of Alternative Dispute Resolution Proceedings</u>. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the Parties.
- F. <u>Survival of this Article</u>. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

#### 25. CHOICE OF LAW

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

#### 26. PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

#### 27. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the Parties hereto and their heirs, successors, and permitted assigns.

#### 28. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the Parties.

#### 29. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the Parties and supersedes any prior written or oral communications. CONSULTANT represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both CONSULTANT and YCTD. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

YOLO COUNTY TRANSPORTATION DISTRICT

WSP USA INC.

Digitally signed by Justison, Elizabeth (justisonep) DN: cn=Justison, Elizabeth (justisonep), ou=Active, email=Liz.justison@wsp.com

Justison, Elizabeth (justisonep)

Autumn Bernstein, Executive Director

Liz Justison, Vice President

# ATTACHMENT A Scope Of Work

**Outline of Services** 

Services under the Agreement shall be authorized by Task Order. Task Orders shall be initiated and developed according to the detailed task order process described in Attachment A-2, <u>Task Order Process</u>, attached hereto and incorporated herein by this reference. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subconsultant participation (if any), in a completed form as shown in Attachment A-3, <u>Task Order Form</u>, attached hereto and incorporated herein by this reference.

Examples of some of the services to be performed by CONSULTANT are:

- 1. Peer review of the Interstate 80/U.S. Highway 50 Managed Lanes Traffic and Review Report (November 2021) prepared by Fehr and Peers. An expert peer review to provide independent analyses of Caltrans-generated reports and studies related to the project to ensure that YCTD, as the INFRA grant recipient and Yolo County Congestion Management Authority, makes well-informed decisions regarding the project scope.
  - Evaluation of study methodology, consistency with industry standards
  - Evaluation of assumptions and model inputs
  - Interpretation of findings
  - Recommendations for additional study
  - Recommended next steps
- 2. Ongoing Professional Technical Advisory Services for I-80 Managed Lanes Project. Additional studies and reports are anticipated for which technical expertise will be needed during this process. Staff seek ongoing technical expertise to review and advise the YCTD and Board on Caltrans-generated decision-making documents and reports related to the project, including transportation-focused sections of the anticipated draft environmental document (NEPA/CEQA), tolling feasibility studies and subsequent (Level 2 or 3) traffic and revenue reports, as directed. Consultants will also provide support for any other aspects of the project.

#### **ATTACHMENT A-1**

#### TASK ORDER PROCESS

#### **Detailed Task Order Process:**

Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

- Step 1 The YCTD Project Manager ("YCTD PM") prepares a draft Task Order to issue to CONSULTANT. The YCTD PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.
- Step 2 CONSULTANT reviews the task order and makes any suggested modifications, and sends it back to the YCTD PM. Once the PM and consultant have reached agreement, the YCTD ED will sign.
- Step 3 The YCTD Project Manager distributes the fully executed Task Order to the YCTD PM or YCTD Task Lead who initiates work, YCTD Finance to encumber funds against the Task Order and CONSULTANT for the official project record.
- Step 4 Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the YCTD Executive Director **Autumn Bernstein** and CONSULTANT. Revisions to Task Orders shall require written approval by both the YCTD Executive Director **Autumn Bernstein** and CONSULTANT.
- Step 5 The YCTD PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.
- Step 6 Once the YCTD PM determines the Task Order is complete, the YCTD PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to YCTD within 30 days. Any balance of budget is made available to spend on future task orders at the YCTD PM's discretion.
- Step 7 The YCTD PM will annually assess the need for a Contract audit.

# ATTACHMENT A-2 <u>Task Order Form</u>

1. Task Order No. (include FY)	
2. Title of Task:	
3. YCTD Task Lead (if different from	
YCTD Project Manager):	
4. Description of work:	Summarize key task expectations. For more
-	information, see attached Task Order Budget and
	Schedule and Detailed Description of Work (attached).
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment,
	by amendment number, for particular fiscal year.
7. Completion Date:	Date
	Schedule attached.
8. Payment terms:	Check the one that applies (see below for
	more information):
	☐ Time and Materials
	☐ Deliverables

9. Payment Terms [complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.]

A. Deliverables-based.

#	Deliverable	Total Cost*

### B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

#	Personnel/Expense	Duties	Rate	Est. Hrs	Total Cost

Activity	Lead	<b>Estimated Amount Budgeted</b>
Total Maximum Paymen	t	

YOLO COUNTY TRANSPORTATION DISTRICT	WSP
Autumn Bernstein, Executive Director	Liz Justison, Vice President
Date:	Date:

<sup>\*</sup>Due upon satisfactory completion as determined by the YCTD Project Manager.

# Task Order Schedule

#	Deliverable	Date	<b>Due Date</b>

# ATTACHMENT B Project Schedule

CONSULTANT's services shall be performed in accordance with the schedule included in each duly executed Task Order.

# ATTACHMENT C Compensation and Method of Payment

#### TASK ORDERS

A. Compensation. CONSULTANT shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, <u>Task Order Process</u>, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, <u>Task Order Form</u>.

Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless YCTD's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

- <u>B.</u> Expenses. For time and materials Task Orders, YCTD will reimburse CONSULTANT for all expenses deemed reasonable and necessary by YCTD incurred by CONSULTANT in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all consultants in accordance with 48 Code of Federal Regulations Part 31 or 2 CFR Part 200, as applicable.
- <u>C.</u> <u>Method of Payment</u>. CONSULTANT shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by CONSULTANT.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONSULTANT shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, CONSULTANT shall submit invoices for services rendered on a monthly basis, covering fees and expenses for a single calendar month. Each invoice shall specify the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

# ATTACHMENT D Key Personnel Assignments

<u>Name</u>		Rate	e/hour	Est. hours	Task Description	
Name	Rate/hour	Est Hrs.			Tasi	k Description

#### ATTACHMENT E

#### **Insurance and Financial Security (Bond) Provisions**

#### 1. INSURANCE

A. <u>Minimum Coverages</u>. The insurance requirements specified in this section shall cover CONSULTANT's own liability CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONSULTANT's insurance be primary without right of contribution from YCTD. Prior to beginning work under this contract, CONSULTANT shall provide YCTD with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to YCTD.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of YCTD. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. <u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or "Waiver of Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of YCTD.

Products and completed operations insurance shall be maintained for one year following termination of this Agreement.

YCTD and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, and employees are to be included as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

- 3. <u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
- 4. Excess or Umbrella Insurance in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
- 5. <u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to YCTD and having minimum limits of \$1,000,000 per claim.

The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of CONSULTANT. No contract or agreement between CONSULTANT and any

subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by

CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.

- 6. <u>Property Insurance</u>. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of YCTD (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation or "Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of YCTD.
- B. <u>Acceptable Insurers</u>. All policies will be issued by insurers, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.
- C. <u>Self-Insurance</u>. CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to YCTD.
- D. <u>Deductibles and Retentions</u>. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from YCTD. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that YCTD seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

- E. <u>Claims Made Coverage</u>. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONSULTANT shall:
- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase "extended reporting" coverage for a minimum of one year after completion of the work.
- F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONSULTANT's personnel, subconsultants, subcontractors, and equipment have been removed from YCTD's property, and the work or services have been formally accepted. CONSULTANT must notify YCTD if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- G. <u>Certificates of Insurance</u>. Prior to commencement of any work hereunder, CONSULTANT shall deliver to Ebix, YCTD's authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.

CONSULTANT shall submit certificates of insurance to:

Yolo County Transportation District 350 Industrial Way Woodland, CA 95776

2. Not Used

#### 3. ADDITIONAL INSUREDS

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as YCTD Indemnified Parties, pursuant to Article 9 of the Agreement.

Yolo County Transportation District (YCTD)

# Item 5 Attachment 4: 2023 SACOG Transformative Grant Scope of Work Summary

Project	YOL 80 Managed Lanes - Tolling Advance I	Planning											
Date:	8/28/2023												
Project Number:	6195(047)												
Project Location:	In Yolo County, on Interstate 80 between S	olano and Sacrame	nto counties.										
Project Description:	Tolling Advance Planning (TAP) activities in	clude Concept of O	perations, revi	sed	T&R study,	outreach,	governance						
	structure establishment, tolling authority a					,							
Task #	Task Summary	Start	End	Coi	nsultant	Staff							
1	Project Management & Controls	11/1/2023	11/30/2024	\$	44,000	\$	200,000						
2	Concept of Operations	2/1/2024	10/31/2024	\$	225,100								
3	Traffic & Revenue Study	4/1/2024	9/30/2024	\$	300,000								
4	Outreach	1/1/2024	11/30/2024			\$	130,000						
5	Governance	1/1/2024		_	205,000								
6	CTC Application	9/1/2024		_	240,000								
7	Roadside Toll System Procurement	9/1/2024		_	660,000								
8	Equity Framework and Program	5/1/2024		_	255,000								
	1,1,1,1	Total	, , , , ,	_	1,929,100	\$	330,000						
		Grand Total		Ė		\$2,259,10							
						. , .							
	Tas	sk 1 Detail											
Summary	Project Management & Controls	Develop bud	dget & cost est	ima	tes, schedul	e, funding	plan. Overall						
		project man	agement.										
	-	•											
	Tas	sk 2 Detail											
Summary	Concept of Operations	ConOps task	ks includes ope	rati	onal assump	otions such	as, hours of						
		operations,	access options	, pe	rmitted veh	icle classes	s, operating						
		segments, t	segments, toll rates, toll discounts, multi lane tolling, including										
		enforcemen	enforcement technology and unpaid toll collection process, bac										
		office deter	mination, and t	toll s	system layo	ut.							
	Tas	sk 3 Detail											
Summary	Traffic & Revenue Study	Evaluation of current and future demand for the new tolled lane.											
		Updates exi	sting Caltrans I	Dist	rict 3 Level 1	L T&R to co	orrect						
	Tax	ok 4 Datail											
Summary	Outreach	Various boa	rd briefings, pu	ıhlic	outreach o	ovternal ct	akaholdar &						
Summary	Outreach	electeds out		אווטונ	, outreach, e	external Sta	akenoluel &						
		0.000000											
	Tas	sk 5 Detail											
Summary	Governance	Convene loc	cal and regiona	l pa	rtners includ	ding SACO	G, Caltrans						
		District 3, co	ounty transport	tatio	on planning	agencies (i	ncluding Place						
		County Tran	County Transportation Planning Agency and El Dorado County										
							takeholders to						
			overnance stru										
		d. C Day all											
Summary		sk 6 Detail	of a Talling or	nlia	ation which	must be -	uhmittad ta						
Summary	CTC Application		of a Tolling ap										
						and deter	mine whether						
		to grant toll	ing authority to	υ the	e applicant.								

Task 7 Detail									
Summary	Roadside Toll System Procurement	Development of a Roadside Toll System RFP will be utilized to							
		ensure that the chosen system integrator designs and develops the							
		hardware and software properly to allow the system to operate							
		according to the RFP requirements while achieving the project							
		goals.							

Task 8 Detail										
Summary	Equity Framework and Program	Develop a framework for incorporating principles and practices of								
		transportation equity into all aspects of Tolling Advance Planning								
		process.								

		FY	23	/2	4								FY	24	/2	5							
Task #	Task Summary	N	D	J	F	M	Α	M	J	J	Α	S	0	N	D	J	F	M	Α	M	J	J	A
1	Project Management & Controls																		Ħ				
2	Concept of Operations	Ī	П												li.							7	
3	Traffic & Revenue Study		H																				
4	Outreach																						
5	Governance														F								
6	CTC Application		H																				
7	Roadside Toll System Procurement		H																				
8	Equity Framework and Program		ΙŤΪ												-								H

# BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT 350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Long-range Calendar	Agenda Item#:	6e
		Informational
	Agenda Type:	Attachments: Yes No
Prepared By: A. Bernstein		Meeting Date: November 13, 2023

# **RECOMMENDATION:**

The following agenda items are tentatively scheduled for upcoming meetings of the YoloTD Board of Directors.

#### **Long Range Calendar Agenda Items**

#### **December**

- Appoint Chair, Vice-Chair for the 2024 Calendar Year
- Approve Meeting Dates and Holidays for 2024
- Yolo 80 Managed Lanes: Draft Environmental Document Presentation and Discussion
- Report/Possible Action on Salary Survey
- FY 23-24 1st Quarter Financial Status Report

#### January

- Yolo 80 Managed Lanes Update and Possible Action
- Report/Possible Action on Updates to ADA Policy, Rider Information, Application and Service Changes
- Update on Transit Planning Activities (SRTP, 10-Year Capital Improvement Plan)
- Report/Possible Action on Woodland Transit Center Relocation
- FY22-23 Financial report –Audited

#### **February**

- Yolo 80 Managed Lanes Update and Possible Action
- Overview of FY 23-24 Workplan and Budget Development Process
- Possible Expansion of BeeLine Knights Landing Service Area to town of Yolo
- 3-Month Status Report on BeeLine Woodland
- FY 23-24 2st Quarter Financial Status Report