



BOARD OF DIRECTORS MEETING AGENDA

Directors: Josh Chapman (Chair, City of Davis), Dawntè Early (Vice-Chair, City of West Sacramento), Lucas Frerichs (Yolo County), Jesse Loren (City of Winters), Tom Stallard (City of Woodland), Matt Dulcich (UC Davis, ex-officio), Greg Wong (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: July 8, 2024
Meeting Time: 6:00 PM
Meeting Place: Yolo Transportation District Board Room
 350 Industrial Way
 Woodland CA 95776

ZOOM INFORMATION

Link: <https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABYbc3v.1>
 Phone Number: (669) 444-9171
 Meeting 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 (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
6:05 PM	2.	Approve Agenda for July 8, 2024 Meeting		X
6:10 PM	3.	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YoloTD. Please note, the Board is prohibited	X	

		from discussing items not on the agenda.		
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CONSENT CALENDAR

6:15 PM	4a	Approve Board Minutes for Regular Meeting of June 10, 2024 <i>(Alley/Bernstein, pp 5-8)</i>		X
	4b	Approve Resolution 2024-16 Adopting Caltrans Local Assistance Procedures Manual Chapter 10 for Consultant Selection <i>(Abbanat pp 9-11)</i>		X

REGULAR CALENDAR

6:20 PM	5.	Hold Continued Public Hearing on Revised Preliminary Draft Budget for FY 2024-25 and Approve Resolution 2024-12 Adopting the Budget for Fiscal Year 2024-25 <i>(Fadrigo, pp 12-49)</i>		X
	6.	Approve Resolution 2024-13 accepting the Yolo 80 Managed Lanes Final Environmental Impact Report (FEIR) including Findings of Fact and Statement of Overriding Considerations <i>(Abbanat, pp 50-66)</i>		X
	7.	Approve Resolution 2024-14 authorizing the Executive Director to execute a Capital Project Transfer and Expenditure Contract with Caltrans for \$85.9 million for design and construction of the Yolo 80 Managed Lanes project <i>(Abbanat, pp 66-74)</i>		X
	8.	Approve Resolution 2024-15 Authorizing the Executive Director to Release a Request for Qualifications (RFQ) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project and Terminate Agreement with WSP, USA Inc. for Tolling Advanced Planning consulting services. <i>(Abbanat pp 75-126)</i>		X
	9.	Administrative Reports <i>(Bernstein p 127)</i> 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. Long Range Calendar	X	
7:00 PM	8.	Adjournment		X

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be Monday, September 9, 2024, at 6:00 pm at Yolo Transportation District, 350 Industrial Way, Woodland CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, July 5, 2024 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were 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.

Autumn Bernstein

Autumn Bernstein, Executive Director

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 Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

IN PERSON:

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

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 received by 4:00 PM on Monday, June 10, 2024, will be provided to the YoloTD Board of Directors in advance.

Americans With Disabilities Act Notice

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the office for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Yolo Transportation District as soon as possible and preferably at least 24 hours prior to the meeting. We may be reached at telephone number (530) 402-2819, via email at custserv@yctd.org or at the following address: 350 Industrial Way, Woodland, CA 95776.

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.
2. 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.

Topic: Approve Board Minutes for Regular Meeting of June 10, 2024	Agenda Item#: Agenda Type:	4a Action	
		Attachments:	<input checked="" type="radio"/> Yes
Prepared By: A. Bernstein/N. Alley (RGS)		Meeting Date: July 8, 2024	

RECOMMENDATION:

Approve Minutes for the Regular Meeting of June 10, 2024

BACKGROUND:

The Yolo Transportation District (YoloTD) Board of Directors holds regular meetings in compliance with the Brown Act and public records laws. Those meetings are recorded in minutes, which are to be retained, in perpetuity, in the YoloTD archives.

The purpose of this item is to approve minutes of the Board of Directors meeting for the historical preservation and posterity of the YoloTD Board of Directors actions for future generations to understand the valuable work considered and accomplished by YoloTD.

BUDGET IMPACTS:

There are no anticipated financial impacts.

Attachments:

1. Minutes



BOARD OF DIRECTORS MEETING MINUTES

June 10, 2024, at 6:00 p.m.
Yolo Transportation District Board Room
350 Industrial Way, Woodland, CA

1. Roll Call - Determination of Quorum

Chair Chapman called the meeting to order at 6:01 p.m.

Directors Present:

Josh Chapman, Chair, City of Davis	Dawntè Early, Vice Chair, City of West Sacramento
Lucas Frerichs, Yolo County	Jesse Loren, City of Winters
Tom Stallard, City of Woodland	
Matt Dulcich, UC Davis Health, ex-officio	Sukhi Johal, Caltrans, ex-officio

Staff Present:

Autumn Bernstein, Executive Director	Kimberly Hood, Legal Counsel
Chas Fadrigio, Director of Finance and Administration	

2. Approval of Agenda

Motion: Director Frerichs made a motion to approve the Agenda. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

3. Public Comments

Alan Hirsch spoke to accountability and elaboration in the minutes under public comment.

4. Consent Calendar

- 4a. Approve Board Minutes for Regular Meeting of May 13, 2024
- 4b. Approve Resolution 2024-11 Authorizing the Executive Director to Execute Agreements for a Sustainable Campus Transportation Plan for UC Davis
- 4d. Authorize Executive Director to sign a contract with Regional Government Services (RGS) for Board clerking services
- 4e. Authorize Executive Director to sign a contract with Regional Government Services (RGS) for Financial Advisory services

Motion: Director Stallard made a motion to approve the Consent Calendar. Motion was seconded by Director Frerichs. The motion was approved by a 5 Yes/0 No vote.

Regular Calendar

5. Hold Public Hearing on Revised Preliminary Draft Budget for FY 2024-25 and Approve Resolution 2024-12 Adopting the Preliminary Budget for Fiscal Year 2024-25

Director of Finance and Administration Chas Fadrigio provided a brief presentation and fielded inquiries from the Board. Executive Director Autumn Bernstein fielded inquiry as well.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, Chair Chapman closed public comments.

General discussion commenced amongst the Board with a lengthy discussion regarding service levels in West Sacramento.

Motion: Director Stallard made a motion to adopt the preliminary budget presented, with the addition of restoring services in West Sacramento with a five year outlook, and continue the Public Hearing to the July 8, 2024, Board Meeting. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

Director Stallard left the meeting at 7:37 p.m. and returned at 7:39 p.m.

6. Approve Preliminary Workplan for Fiscal Year 2024-25

Executive Director Bernstein presented a robust presentation and fielded inquiries from the Board.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

General discussion commenced amongst the Board.

Motion: Director Loren made a motion to approve the Preliminary Workplan for Fiscal Year 2024-25 and direct staff to update appropriately to be in accordance to the Budget approval. Motion was seconded by Director Stallard. The motion was approved by a 5 Yes/0 No vote.

7. Administrative Reports

A. Board Members' Verbal Reports

Director Frerichs provided updates on meetings he attended with general matters impacting the District.

B. Transdev's Verbal Report

Transdev Representative Michael Klein reported on general matters impacting the District.

C. Executive Director's Verbal Report

Executive Director Bernstein reported on general matters of the District and fielded inquiries from the Board.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

8. Adjournment

Seeing no further business, Chair Chapman adjourned the meeting at 8:02 p.m.

Respectfully Submitted,

Norma Alley, Acting Clerk of the Board
Autumn Bernstein, Executive Director

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

Topic: Approve Resolution 2024-16 Adopting Caltrans Local Assistance Procedures Manual Chapter 10 for Consultant Selection	Agenda Item#: Agenda Type:	<h1>4b</h1> <h2>Action</h2>	
		Attachments:	<input checked="" type="radio"/> Yes
Prepared By: B. Abbanat		Meeting Date: July 8, 2024	

RECOMMENDATION:

Approve Resolution 2024-16 adopting Caltrans Local Assistance Procedures Manual Chapter 10 related to consultant selection for state and federally-funded projects administered by Caltrans.

BACKGROUND:

The California Department of Transportation (Caltrans) requires that state and federally funded projects administered by Caltrans comply with the Local Assistance Procedures Manual (LAPM) Chapter 10: Consultant Selection via approved governing body resolution. Caltrans offers local agencies such as YoloTD the option to adopt a “blanket” resolution committing to compliance with LAPM Chapter 10 in perpetuity, including future revisions to the chapter. The Federal Highways Administration (FHWA) expects 100% compliance from local agencies in adopting this resolution. Compliance failure could result in loss of future funds or other sanctions.

Approving this resolution also eliminates the need to approve project-specific resolutions, which is an occasionally overlooked procedure and can cause project delay. Since YoloTD does not have a “blanket” resolution on file with Caltrans, Board approval will benefit future state and federally funded YoloTD projects administered by Caltrans for which professional consulting services may be required.

Approval of this item is considered routine and has no financial impact.

Attachment

1. Resolution 2024-16 Adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. R 2024-16 ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES
MANUAL CHAPTER 10: CONSULTANT SELECTION**

WHEREAS, the Yolo County Transportation District is responsible for transportation planning and construction projects that are state and federally funded; and

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A);and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the Yolo County Transportation District desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND as follows:

Section 1. The above recitals are true and correct findings of the Yolo County Transportation District.

Section 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated January 2024 or as amended in future updates, is approved and adopted.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 8th day of July, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

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

Topic: Continue to hold the Public Hearing and Approve Resolution 2024-12 Adopting the Final Budget for Fiscal Year 2024-25	Agenda Item#: Agenda Type:	<h1>5</h1> <h2>Action</h2>	
		Attachments:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: Chas Fadrigo		Meeting Date: July 8, 2024	

RECOMMENDATION:

1. Receive the Proposed Final FY2024-25 Budget for YoloTD; and
2. Continue to hold the Public Hearing and Receive Testimony; and
3. Approve Resolution 2024-12 Adopting the Proposed Final Budget as the Final FY2024-25 Budget.

BACKGROUND:

YoloTD Draft and Revised Draft FY2024-25 Budget

Yolo County Transportation District’s bylaws state that “the Board shall adopt at least a preliminary budget by June 30th which shall serve as the tentative District’s budget pending adoption of a final budget. A final budget shall be adopted no later than August 30th of each year.”

A digital copy of the Draft FY 2024-25 Budget was emailed to Board members, City Managers and Public Works Directors on April 30, 2024, and was discussed at the Technical Advisory Committee meeting and Citizens Advisory Committee meeting on May 7, 2024, and the YoloTD Board Meeting on May 13, 2024.

Based on the Board’s feedback and discussion, staff prepared a Revised Proposed Budget that was presented to the YoloTD Board on June 10, 2024. This draft eliminated planned fixed-route service restorations on Routes 40 and 240 in West Sacramento. The Revised Proposed Budget also includes a Five-Year Budget Outlook.

At the June 10 meeting, the Board voted 5-0 to adopt the preliminary budget as presented, with the addition of restoring services in West Sacramento with a five-year outlook, and continue the Public Hearing to the July 8, 2024 Board Meeting.

The attached Proposed Final Budget reflects the Board’s direction at the June 2024 meeting. It includes the West Sacramento service restorations as originally proposed in the May 7 draft as well as an updated Five-Year Outlook. Additionally, this budget shows a minor increase to the Microtransit budget based on further scrutiny of actual vs estimated costs. These changes result in small increases to both the fixed route budget (+\$336,321) and microtransit budget (+\$51,780).

On the Capital and Projects side of the budget, several additional projects were added into the budget. These are fully-funded projects and have a net neutral fiscal impact.

Each of these changes is explained in greater detail in the following sections.

Changes from the proposed budget discussed on June 10, 2024, are:

Fixed Route Operating Budget

Per the Board’s Direction at the June meeting, the Proposed Final Budget includes service restorations in West Sacramento that were originally proposed in the May draft, including:

- Route 40: Serves northern West Sacramento in a counterclockwise direction. This budget would restore four weekday trips in the early morning and evening, consistent with the Board-approved YoloGo plan.
- Route 240: Serves West Capitol Ave and IKEA Shopping center. This budget would restore two additional weekday trips, consistent with the Board-approved YoloGo plan. See Table 1 for more detail on these service restorations.

Table 1: Fixed Route Service Hours and Miles Changes since the June 10th Draft

Table 1.2b. Fixed Route Service Hours and Miles

Route	Community / Destinations	Operating Days	Actual FY2023-24			June Draft FY2024-25			July Draft FY2024-25			Change from June to July	
			Trips	Hours	Actual Miles	Trips	Hours	Miles	Trips	Hours	Miles	Hours	Miles
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	12	4,273	49,640	12	4,274	49,640	17	5,487	63,884	28%	29%
		SAT	11			11			11				
		SUN	9			9			9				
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	12	4,563	54,049	12	4,335	51,372	14	4,899	58,487	13%	14%
		SAT	12			12			12				
		SUN	10			10			10				
Total			66	8,836	103,689	66	8,609	101,012	73	10,386	122,371	21%	21%

This change results in an increase to the Fixed Route operating budget of **\$336,321**.

Table 1.2b: Proposed FY2024-25 Fixed Route Service Hours and Miles

Route	Community / Destinations	Operating Days	FY2023-24						Proposed FY 2024-25			% Change from Current Actual	
			Budgeted Trips ¹	Actual Trips ¹	Budgeted Hours	Actual Hours	Budgeted Miles	Actual Miles	Trips	Hours	Miles	Hours ²	Miles ²
42A* 42B*	Intercity, Woodland, Davis, West Sacramento, Sacramento International Airport, Downtown Sacramento	MON-FRI SAT - SUN	70	54	56,949	44,302	1,274,569	1,106,888	54	44,303	1,106,888	0%	0%
37	Southport Gateway West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	13	4,845	3,895	86,953	51,435	13	3,911	51,435	0%	0%
		SAT-SUN	13	0					0				
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,803	4,273	63,303	49,640	17	5,487	63,884	28%	29%
		SAT	14	11					11				
		SUN	11	9					9				
41	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,173	3,333	54,742	37,951	14	3,347	37,951	0%	0%
		SAT	15	0					0				
		SUN	11	0					0				
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,724	4,563	61,186	54,049	14	4,899	58,487	7%	8%
		SAT	15	12					12				
		SUN	12	12					10				
45	West/Central Woodland Downtown Sacramento Express	MON-FRI - AM TRIP	1	1	827	836	22,818	23,095	1	837	23,095	0%	0%
		MON-FRI - PM TRIP	1	1					1				
211	County Fair Mall, West Woodland Loop	MON-FRI	12	15	4,389	5,141	57,742	68,036	15	5,144	68,036	0%	0%
		SAT	12	12					12				
		SUN	11	11					11				
212	County Fair Mal, East Woodland Loop	MON-FRI	11	14	4,088	4,988	64,098	77,833	14	4,988	77,833	0%	0%
		SAT	11	14					14				
		SUN	11	11					11				
215	Woodland, Madison, Esparto, Capay Cache Creek Casino Resort	MON-SUN - WESTBOUND	12	12	10,135	135	253,383	253,383	12	10,135	253,383	0%	0%
		MON-SUN - EASTBOUND	12	12					12				
43	Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	2,306	1,338	53,414	28,265	3	3,366	73,428	152%	160%
		MON-FRI - PM TRIP	3	1					3				
43R	Reverse Commute: Downtown Sacramento, U.C. Davis Express	MON-FRI - AM TRIP	1	1					1				
		MON-FRI - PM TRIP	1	1					1				
44	South Davis Downtown Sacramento Express	MON-FRI - AM TRIP	3	0	1,469		38,230		3	2,784	57,062		
		MON-FRI - PM TRIP	3	0					3				
230*	West Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	1,959	988	50,974	25,795	3	3,135	67,225	217%	161%
		MON-FRI - PM TRIP	3	1					3				
138 Causeway Connection	Service between UCD Med Ctr and UCD Main campus, with limited stops between	MON-FRI	14	14	4,303	4,338	95,540	96,695	14	4,355	96,695	0%	0%
Total			349	270	104,969	78,130	2,176,951	1,873,065	291	96,690	2,035,401	24%	9%

Notes:

1. Total Trips include both 42A & 42B routes. Budgeted Trips include six (6) months increased service. Actual Trips reflect not implementing restored services as of January 2024.
2. Route 42A and 42B decreased by the FY23-24 proposed increase of 12,650 Hours and 168,484 Miles.

Microtransit Operating Budget

Staff noticed a minor discrepancy in the microtransit (BeeLine) operating budget, which led us to re-examine all our microtransit service assumptions and calculations. We found several errors in the June draft which are corrected in the July draft.

Table 1.2.c shows the changes in microtransit service hours and costs since the June 10th draft, and these are also summarized below:

- In the June Draft, Woodland microtransit costs were based on an assumed 18,183 service hours, however Table 1.2c incorrectly listed the budgeted hours as 21,537 hours. Upon further review, staff determined that Woodland microtransit services will actually require 18,999 service hours. The corrected version of Table 1.2c shows a decrease of 2,538 service hours in Woodland, while the budgeted cost of Woodland service increases by \$51,780.
- In the June Draft, Knights Landing microtransit costs were correctly estimated based on an assumed 6,423 hours. While the cost estimate was correct, Table 1.2c incorrectly listed the budgeted hours as 7,043 hours. The corrected version of Table 1.2c reflects the right number of service hours and there are no changes to the budgeted cost of this service.

As a result of fixing these errors, the Microtransit operating budget increases by **\$51,780**.

Table 1.2c. Demand Response - Microtransit (Beeline) Service Hours

Jurisdiction	Operating Days	Operating Times	Operating Times	June Draft FY2024-25		July Draft FY2024-25		Change from July to July	
				# of Beeline Vehicles	Hours	# of Beeline Vehicles	Hours	Vehicles	Hours
Woodland	MON - THUR	7:00 AM - 7:00 PM	7:00 AM - 7:00 PM	4	21,537	4	18,999	4	(2,538)
	FRI	7:00 AM - 11:00 PM	7:00 AM - 11:00 PM						
	SAT	9:00 AM - 11:00 PM	9:00 AM - 11:00 PM						
	SUN	8:00 AM - 7:00 PM	8:00 AM - 7:00 PM						
Winters	MON - FRI	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM	2	6,951	2	6,951	2	0
	SAT	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM						
	SUN	No Service	No Service						
Knights Landing	MON - FRI	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM	2	7,043	2	6,423	2	(620)
	SAT	No Service	No Service						
	SUN	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM						
Total	251 Weekdays 52 Saturdays 62 Sunday/Holidays		250 Weekdays 53 Saturdays 62 Sunday/Holidays	8	35,531	8	32,373	8	(3,158)

Paratransit Operating Budget

Minor adjustments were made to the Paratransit operating budget based on changes in estimates.

This change results in a decrease to the Paratransit operating budget of **\$(6,920)**.

Total Changes from the proposed budget discussed on June 10, 2024, are:

Program	June Draft	July Draft	Change
Administration	\$3,391,860	\$3,391,860	\$0
Fixed Route	\$12,200,158	\$12,536,419	\$336,261
Microtransit	\$2,186,389	\$2,238,169	\$51,780
Paratransit	\$3,066,001	\$3,059,081	(\$6,920)
Total	\$20,844,408	\$21,225,529	\$381,121

Changes to the Five-Year Outlook:

The Five-Year Outlook was updated to reflect the revised expenditures and the funding sources proposed to pay for those increased expenditures.

Revenues:

- Federal Funds:
 - Assumes \$381,000 increased use of FTA formula and discretionary funds, combining current year FTA allocations (5307 for Woodland and Sacramento UZA, and 5311 for Rural Yolo County/Winters) with unprogrammed prior year allocations that were not used due to one-time COVID-relief assistance to cover Routes 40 and 240 restorations.
- SB 125 Funding:
 - The footnote updated to reflect an announcement from California Transit Association on June 22, 2024, regarding the passage of the California budget bill, which preserves the SB 125 transit funding. This development suggests that YoloTD may receive a second wave of funding. However, no new assumptions were made in the Five-Year outlook pending further clarity on the timing, process and amount available.

Expenditures as compared to the June 8, 2024, proposed budget.

- Restoration of Fixed Routes 40 and 240 services as originally discussed on May 13, 2024. The net increase is \$336,000.
- Increase of Microtransit in Woodland increased by 816 hours. The net increase is \$51,780.
- Decrease in Paratransit expenses due to a change in estimate. The net decrease is \$6,920.

For more detail, see Table 3: Five Year Outlook in Constant 2024 Dollars

Table 3: Five-Year Outlook in Constant 2024 Dollars

Table 3. Five-Year Outlook in Constant 2024 Dollars						
As we did last year, this forecast uses constant 2024 dollars to simplify assumptions and avoid predicting cost inflation. The funding gap will increase if base revenues grow more slowly than expenditures. YoloTD staff will refine this forecast, incorporating future service changes, funding, and inflationary factors, and will provide updates throughout the year.						
	Projection					
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Expenditures						
Adjusted FY23-24 Operating Expenditure Budget	\$ 19,263,000	\$ -	\$ -	\$ -	\$ -	\$ -
FY24-25 Annualized Restoration/Microtransit expansion	\$ -	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529
FY28-29 New Service VMT Mitigation Plan 2023 Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Additional 25% deposit to General Reserve from budget increase	\$ -	\$ 379,382	\$ -	\$ -	\$ -	\$ -
Scenario Expenditure Budgets in 2024 Dollars:	\$ 19,263,000	\$ 21,604,911	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 25,425,529
Revenues						
State Transit Assistance	\$ 2,882,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000
Local Transportation Fund (FY 24-25 Level)	\$ 6,211,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000
Cache Creek Mitigation Funds	\$ 1,273,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000
STA-SGR State of Good Repair Funds ¹	\$ -	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Fare Revenue ²	\$ 1,355,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000
Other: Fuel Sales/Advertising/Fuel Credits/Interest Etc. ³	\$ 1,375,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000
UC Davis Causeway Connection Support	\$ 286,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000
FTA 5311 Formula Funds:						
Rural Yolo County	\$ 806,000	\$ 204,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
FTA 5307 Formula Funds:						
UZA Woodland ⁴	\$ 2,085,000	\$ 2,468,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
UZA Davis ⁵	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
UZA Sacramento ⁶	\$ 13,000	\$ 126,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
FTA competitive grants (42 Expansion, Causeway Connection) ⁷	\$ 318,000	\$ 720,000	\$ -	\$ -	\$ -	\$ -
ARPA 100% reimbursement funds (\$3M available)	\$ 1,901,000	\$ -	\$ -	\$ -	\$ -	\$ -
CARES Act 100% reimbursement funds (\$4.4M available)	\$ 1,074,000	\$ 3,072,000	\$ -	\$ -	\$ -	\$ -
SB125 formula-based capital program ⁸	\$ -	\$ 1,690,000	\$ 1,316,000	\$ -	\$ -	\$ -
New Service: Yolo 80 VMT Mitigation Plan 2023 Estimates ⁹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Total Base Revenues	\$ 19,579,000	\$ 21,237,000	\$ 20,493,000	\$ 19,177,000	\$ 19,177,000	\$ 23,377,000
Base Funding Excess (Deficit)	\$ 316,000	\$ (367,911)	\$ (732,529)	\$ (2,048,529)	\$ (2,048,529)	\$ (2,048,529)
Potential Funding Solutions						
Increased use of Formula funds ¹⁰	\$ -	\$ 367,911	\$ 732,529	\$ 1,981,529	\$ 1,981,529	\$ 1,981,529
Obtain new competitive grants	\$ -	\$ -	\$ -	\$ 67,000	\$ 67,000	\$ 67,000
SB125 formula-based capital program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of LTF/other potential funding strategies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of unrestricted funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess funding added to unrestricted funds balance	\$ (316,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Potential Strategies to Close Excess (Deficit)	\$ (316,000)	\$ 367,911	\$ 732,529	\$ 2,048,529	\$ 2,048,529	\$ 2,048,529
Remaining, Base Funding Excess (Deficit)	\$0	\$0	\$0	\$0	\$0	\$0
Notes:						
1. State of Good Repair (SGR) funds to be utilized towards vehicle maintenance, which is included in operating budget.						
2. Fare Revenues assumes no increases. Special fares included in other revenues.						
3. Other revenues include fuel sales and renewable fuel credits, special fares, Low -Carbon Transit Operations Program (LCTOP) in FY23-24 projections.						
4. As a result of the 2022 U.S. Census bureau data update, 5307 UZA Woodland allocation increased from \$2.4M to \$3M.						
5. YoloTD has an informal agreement with Unitrans and City of Davis to limit the use of 5307 UZA Davis funds to \$150,000.						
6. YoloTD has not fully utilized its allocation of the 5307 UZA Sacramento funds. The forecasts assumes a base amount of \$1.2M based on SACOG's draft 2024-25 5307 UZA Sac split letter.						
7. FTA Competitive grants assumes drawing down on current funds. Though YoloTD plans to seek new grants, no new funding is assumed in this forecast.						
8. SB125 Transit and Intercity Rail Capital Program forecast is based on YoloTD's Cycle I allocation of \$3M for FY24-25 & FY25-26. As of June 22, 2024, the State is moving forward with a second						
9. Implementing transit service expansions contained in the Yolo 80 VMT Mitigation Plan. The first three years of this service are fully funded by mitigation (capital) dollars. After the first three years, the service will be funded by future toll revenue at the discretion of the Capitol Area Tolling Authority.						
10. Increased Formula funding may include increased use of Davis UZA funds (pending agreement with Unitrans and City of Davis to revise existing informal agreement) and Discretionary SacUZA funding, which YoloTD has not sought in the last two years but for which we are eligible.						

Changes to the Capital Improvement Plan:

- Added Multimodal project MM-6 UC Davis Campus Transportation Plan: \$500 thousand funded by the FY23-24 Caltrans Sustainable Communities Grant. 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.
- FR-10 Two Replacement 40' CNG Replacements: \$1,600,000 was budgeted in FY23-24 and to be funded with FFY2018 FTA 5307 and SGR funding. This project will be carried over into FY24-25. The project was inadvertently excluded from the table.
- Changed Capital Funding "TBD" revenue status to "Pending" as staff is in the process of reconciling project savings and unprogrammed funds eligible for capital use.

What the Budget Resolution Does:

There are no changes to the budget resolution as proposed in June, aside from minor edits to the title. This section of the staff report restates what actions would be authorized by the budget resolution.

Should the Board approve the recommended Budget Resolution with no changes, the following actions would be authorized:

1. **Public Hearing for Preliminary Budget:** Affirms that a properly-noticed public hearing was held for the proposed Draft Budget, consistent with YoloTD's by-laws.
2. **Adopts the Draft Budget as the Final Budget:** YoloTD's bylaws require the Board to adopt at either a Preliminary or Final Budget by June 30. If the Board chooses to adopt this draft as a Preliminary Budget, the Final Budget must be adopted no later than August 30.
3. **Approves a 4%COLA:** Based on the YoloTD Personnel Policy, which allows for a COLA to be applied to all salaries except the Executive Director's, the recommended Resolution includes a 4% COLA.¹
4. **Authorized Position Resolution:** Amends the Authorized Position Resolution to eliminate one temporary Associate Planner position. It also grants authority to the Executive Director to reclassify positions, so long as there is no impact on the approved salary budget.
5. **General Reserve Contribution:** Allocates \$362,000 to YoloTD General Reserve, consistent with Board-adopted policy to maintain a reserve equivalent to 25% of budgeted operating expenditures.
6. **Allows Funds to be moved within budget categories:** Authorizes the Executive Director to move funds between line items within each program budget (Administration, Fixed Route, Microtransit and Paratransit) but not across programs.
7. **Carries forward unfinished projects:** Authorizes the Executive Director to continue work budgeted and contracted for in FY 2023-2024 or prior years that has not yet been completed as of the start of FY 2024-

¹ YoloTD's COLA policy is based on the increase in the California Consumer Price Index (CPI) for "All Urban Consumers" from April two years prior to April one year prior, with adjustments ranging between 2% and 4%. The CPI increased from 316.847 in April 2022 to 330.049 in April 2023, resulting in a 4.176% increase.

2025.

8. **Allows flexible use of funding:** Gives the Executive Director the flexibility to reprogram available funding to support eligible expenses within the approved budget if doing so is advantageous to the District;
9. **Authority to Apply State Transit Funding to authorized capital projects:** Authorizes Executive Director to apply YoloTD State Transit Assistance (STA) and Local Transportation Funds (LTF) allocated for FY 2024-2025 (including any adjustment to that allocation), and any other funds reserved for capital projects and available YoloTD unrestricted funds to cover costs associated with the projects listed in the FY 2024-2025 budget Table 2.1 Capital and Planning projects;
10. **Requires Quarterly Budget Reports to Board.** The Executive Director is responsible for monitoring revenues and expenditure to ensure budgeted service levels are maintained and to propose solutions in case of unanticipated financial changes.
11. **Special Meetings on Use of State Transit Funds and Other Budget Matters:** Directs the Executive Director to organize a special meeting, or series of meetings, of the Board of Directors to discuss the allocation of Transportation Development Act (TDA) funding among YoloTD and its member jurisdictions, and any other matters related to the YoloTD budget.

RESOLUTION NO. 2024-12

APPROVING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025, COST OF LIVING ADJUSTMENT, AUTHORIZED POSITIONS AND SALARIES, GENERAL RESERVE CONTRIBUTION, AND RELATED ACTIONS TO IMPLEMENT, MANAGE AND REPORT ON THE ANNUAL BUDGET

- WHEREAS, (1) Pursuant to Yolo County Transportation District (YoloTD) enabling legislation, a duly noticed public hearing has been held regarding the attached proposed preliminary annual budget for Fiscal Year (FY) 2024-2025, and the proposed draft budget was available for public inspection at least 15 days prior to the hearing; and
- WHEREAS, (2) Yolo County Transportation District’s bylaws state in pertinent part: “The Board shall adopt at least a preliminary budget by June 30 which shall serve as the tentative District budget pending adoption of a final budget. A final budget shall be adopted no later than August 30 of each year;” and
- WHEREAS, (3) Chapter 8 of the YoloTD Personnel Policy provides that, subject to Board approval, a Cost of Living Adjustment may be applied to YoloTD salaries that shall be based on the increase in the “All Urban Consumers” category of the California Consumer Price Index (CPI), between April (two calendar years before the adjustment) and April (one calendar year before the adjustment), *i.e.*, the July 1, 2024 adjustment will use the CPI time period of April 2022 and April 2023. The salary scales may be adjusted annually by at least two percent (2%) and not more than four percent (4%), as per the policy; and
- WHEREAS, (4) The CPI for April 2022 was 316.847 and for April 2023 was 330.049, resulting in an increase between April 2022 and April 2023 of 4.176%; and
- WHEREAS, (5) The YoloTD Personnel Policy provides that the Board of Directors may from time to time amend the Authorized Position Resolution, setting forth the classification and number of full-time equivalent positions as recommended by the Executive Director; and
- WHEREAS, (6) The YoloTD Personnel Policy provides that the Board of Directors may from time to time amend the Authorized Salary Resolution, as recommended by the Executive Director; and
- WHEREAS, (7) The YoloTD General Reserve Policy target is 25% of budgeted operating expenditures; and
- WHEREAS, (8) The Sacramento Area Council of Governments (SACOG) made an initial allocation of State Transit Assistance (STA) funds to YoloTD of \$2,845,757 and \$13,912,732 in Local Transportation Fund (LTF) revenue for Yolo County jurisdictions for FY 2024-2025, subject to revision in August 2024; and
- WHEREAS, (9) The Executive Director is responsible for monitoring revenues and expenditures to ensure that the budgeted service levels can be provided within the anticipated resources available to the District, or to inform the Board and propose rebalancing solutions as soon as possible in the event of unanticipated revenue shortfalls or expenditure increases that could affect the District’s ability to maintain budgeted service levels.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, as follows:

RESOLVED, (a) The attached Revised Draft YoloTD FY 2024-2025 Budget is adopted as a Final budget;

RESOLVED, (b) That a Cost-of-Living Adjustment of 4% is applied to all existing staff salaries, including Extra Help, but excluding the Executive Director, and to the salary ranges shown in the attached FY 2024-2025 Budget Table 1.1b, effective July 3, 2024, and that such adjustment by this resolution shall be considered an amendment to the Authorized Salary Resolution as provided by the YoloTD Personnel Policy;

RESOLVED, (c) The positions included in the attached FY 2024-2025 Budget Table 1.1b are approved, and such approval shall be considered an amendment to the Authorized Position Resolution, as provided for in the YoloTD Personnel Policy;

RESOLVED, (d) That the Executive Director is authorized to reclassify staff or change the classification of vacant positions based on actual work plans for the associated positions, provided that expenditure projections show that such reclassifications will not cause the fiscal year budget for salaries and benefits to be exceeded, and provided that the creation of new classifications or adjustments to classification salary ranges continues to require Board approval;

RESOLVED, (e) That the Executive Director is authorized to commit an additional Three Hundred Fifty-One Thousand (\$361,000) in unrestricted fund balance to the General Reserve to meet the policy target of 25% of budgeted operating expenses;

RESOLVED, (f) That the Executive Director is authorized to move appropriation authority between expenditure categories within each program's operating budget (Administration, Fixed Route, Microtransit and Paratransit), provided that the total budget is not increased and ongoing service reductions are not implemented without Board approval;

RESOLVED, (g) That the Executive Director is authorized to carry forward appropriation authority and fund balance to support payment of work budgeted and contracted for in FY 2023-2024 or prior years that has not yet been completed as of the start of FY 2024-2025.

RESOLVED, (h) That the Executive Director is authorized to reprogram available grant and local funding to support eligible expenses within the approved operating and capital and planning project budgets in order to draw down expiring funds, maximize funding flexibility, and whenever otherwise advantageous to the District;

RESOLVED, (i) That the Executive Director or their designee is authorized to apply YoloTD State Transit Assistance and Local Transportation Funds allocated for FY 2024-2025 (including any adjustment to that allocation), and any other funds reserved for capital projects and available YoloTD unrestricted funds to cover costs associated with the projects listed in the FY 2024-2025 budget Table 2.1 Capital and Planning projects;

RESOLVED, (j) That the Executive Director or their designee shall provide budget status reports at the regularly scheduled November 2024, February 2025 and May 2025 Board meetings, or at any other time that may be requested by the Board, that shall include updated revenue and expenditure projections, and, in the event of anticipated revenue shortfalls or expenditure overruns, shall propose budget rebalancing options.

RESOLVED, (k) That the Executive Director or their designee shall organize a special meeting, or series of meetings, of the Board of Directors to discuss the allocation of Transportation Development Act (TDA) funding among YoloTD and its member jurisdictions, and any other matters related to the YoloTD budget. This meeting or meetings shall held in accordance with Brown Act.

PASSED AND ADOPTED by the Board of Directors of the Yolo District Transportation District, District of Yolo, State of California, this 8th day of July 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

By _____
Kimberly Hood, District Counsel

PROPOSED FINAL BUDGET & WORKPLAN

FISCAL YEAR 2024-2025

July 8, 2024

Yolobus

Contents

Introduction from the Executive Director	24
Budget Overview	26
Administration Operating Budget	27
Fixed Route Annual Operating Budget and Service Levels.....	32
Fixed Route Bus Service Assumptions	33
Microtransit Annual Operating Budget.....	37
Paratransit Annual Operating Budget	39
Capital and Planning Projects	42
Section 3. Five-Year Operating Budget Outlook	48
Section 4: Annual Workplan.....	Error! Bookmark not defined.

Introduction from the Executive Director

I'm pleased to share with you the enclosed Budget for Fiscal Year 2024-2025. New for this year, we've also developed a concurrent Workplan with input and collaboration from the entire staff. Together, the Budget and Workplan provide a blueprint to guide our efforts over the coming Fiscal Year (July 1, 2024 – June 30, 2025).

Highlights of the Workplan and Budget include:

- Complete planning for the new Downtown Woodland Transit Center.
- Complete community outreach and planning for the Yolo Active Transportation Corridors (YATC) project.
- Analyze BeeLine ridership data and feedback and consider adjustments to services to meet demand in the Winters and Knights Landing/Yolo service areas.
- Envision the future of Yolobus with our Short Range Transit Plan and Zero Emission Bus Implementation Plan.
- Revisit Route 42A/B schedule and routing to serve new Downtown Woodland Transit Center and minimize delays and detours in downtown Sacramento due to special events.
- Complete the transition to Automatic Passenger Counters (APCs) to provide more robust and accurate data about our transit services.
- As state workers return to in-person work in downtown Sacramento, restore suspended Express bus service from Davis and suspended local trips on Routes 40 and 240 in West Sacramento.
- New marketing campaigns targeting state workers and UC Davis affiliates, along with major sports events and special events in areas served by Yolobus.

Thanks for your continued support and partnership in addressing the transportation needs of our diverse Yolo County communities. We welcome your feedback and input.

Autumn Bernstein

Executive Director

Budget Overview

The Yolo County Transportation District (YoloTD) provides fixed route, microtransit and paratransit services within Yolo County and between Yolo County and the City of Sacramento. YoloTD is also responsible for multimodal transportation planning within Yolo County. The YoloTD Budget for Fiscal Year 2022-25 (beginning July 1, 2024 and ending June 30, 2025), consists of the following:

FY 2024-25 YoloTD Budget Overview Table

Program	FY 2024-25 Operating Budget	Multi-Year Capital Projects			Total FY 2024-25
		Carryforward	FY 2024-25 Appropriation	Total Multi-year Projects	
Administration	\$3,391,860	\$0	\$0	\$0	\$3,391,860
Fixed Route	\$12,536,419	\$4,776,629	\$1,111,000	\$5,887,629	\$18,424,048
Microtransit	\$2,238,169	\$0	\$0	\$0	\$2,238,169
Paratransit	\$3,059,081	\$0	\$360,000	\$360,000	\$3,419,081
Multi-Modal	\$0	\$2,320,293	\$1,010,000	\$3,330,293	\$3,330,293
Reserves Funding	\$0	\$0	\$79,000	\$79,000	\$79,000
Total	\$21,225,529	\$7,096,922	\$2,560,000	\$9,656,922	\$30,882,451
FY 2023-24 Budget	\$19,709,000			\$5,498,200	\$25,207,200
Change	\$1,516,529			\$4,158,722	\$5,675,251
Percent Change	8%			76%	23%

Administration Operating Budget

Table 1.1a shows the proposed \$3.4 million FY 2024-25 Administration budget, which includes labor costs, other central administrative expenses, and the costs and revenues associated with selling fuel to outside users at our compressed natural gas (CNG) refueling station.

The proposed Administration budget represents an increase of \$205,860 (6%) compared to the FY 2023-24 budget, including the following:

- a. The net increase in salary and benefit costs of \$258,000 (11%), after allocation of certain salary and benefit costs to grant-funded projects. This increase reflects the following changes from last year:
 - 3% increase in salary to account for anticipated COLA adjustment of 4% - pending Board approval. The salary benchmarking survey adjustments that were approved and implemented in April 2024 were anticipated and included in the FY 2023-24 budget.
 - 11% increase in benefit costs. The benefits budget continues to reflect the expectation that YoloTD's retiree health benefits will not draw upon the operating budget, thanks to investment earnings on YoloTD's retiree health benefit trust fund.
 - 79% increase in intern/temp costs, to account for expansion of our intern program to include transportation planning and communications internships, as well as our traditional transit operations internships.

- b. The proposed staffing shown in Table 1.1b anticipates very few changes to our staffing structure for the upcoming fiscal year:
 - No changes to the total number of Regular, Budgeted FTEs (15)
 - Eliminates the limited-term Associate Transportation Planner position that was funded by the Yolo 80 Managed Lanes Tolling Advance Planning grant.
 - Replaces one Associate Transportation Planner with one additional Senior Transportation Planner position, as approved by the YoloTD Board in April 2024.
 - Reflects the transition to a five-step classification system that was approved as part of the recent salary benchmarking study in April 2024.

- c. There is a 51% increase in "other administrative expenses" which includes items such as Human Resources consulting, facility security and cleaning, and office supplies. This year, it includes an increase of \$40,000 for accounting/auditing/actuarial services to assist YoloTD staff in addressing issues raised in our FY 2022-23 audit.

The revenues supporting the Administration budget consist primarily of:

- a. \$1.5 million in Transportation Development Act State Transit Assistance and Local Transportation Fund (STA/LTF), increasing 5% (\$80,000) from FY 2023-24. Table 1.1c provides further details.
- b. \$1.3 million in Yocha Dehe Wintun Nation/Cache Creek Casino Mitigation Funds, increasing from \$1.2 million budgeted in FY 2023-24. This is based on updated estimates as to the cost of service benefiting the casino area.
- c. Other general revenues that YoloTD can use to support its general operations, including low carbon/renewable energy credits, outside fuel sale royalties, advertising revenue, and interest revenue.

Table 1.1a. Annual Operating Budget - Administration

Administration Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$1,512,000	\$1,666,061	\$154,061	10%
Cache Creek Mitigation	\$1,192,000	\$1,245,799	\$53,799	5%
Low Carbon/Renewable Energy Credits	\$200,000	\$110,000	(\$90,000)	-45%
Net Outside Fuel Sales	\$140,000	\$200,000	\$60,000	43%
Interest Revenue	\$100,000	\$120,000	\$20,000	20%
Advertising Revenue	\$42,000	\$50,000	\$8,000	19%
Total Administration Operating Revenues	\$3,186,000	\$3,391,860	\$205,860	6%

Administration Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Regular Employee Salaries	\$1,922,000	\$1,975,000	\$53,000	3%
Intern/Temp Employee Salaries	\$56,000	\$100,000	\$44,000	79%
Overtime	\$5,000	\$20,000	\$15,000	300%
Employee Salaries allocated to Projects	(\$180,000)	(\$100,000)	\$80,000	-44%
Subtotal Salaries	\$1,803,000	\$1,995,000	\$192,000	11%
PERS Employer Contribution	\$191,000	\$202,000	\$11,000	6%
PERS UAL Payment	\$176,000	\$191,000	\$15,000	9%
Health Insurance Employer Contribution	\$240,000	\$255,000	\$15,000	6%
Retiree Health Insurance	\$0	\$0	\$0	
Medicare Contribution	\$29,000	\$30,000	\$1,000	3%
Other Employee Benefits	\$20,000	\$24,000	\$4,000	20%
Benefits allocated to Projects	(\$44,000)	(\$24,000)	\$20,000	0%
Subtotal Benefits	\$612,000	\$678,000	\$66,000	11%
Subtotal Personnel Costs	\$2,415,000	\$2,673,000	\$258,000	11%
Technology	\$105,000	\$121,000	\$16,000	15%
Marketing & Communications	\$105,000	\$77,000	(\$28,000)	-27%
Other Operating Expenses	\$132,000	\$199,860	\$67,860	51%
Legal Services	\$85,000	\$40,000	(\$45,000)	-53%
Employee Training	\$57,000	\$30,000	(\$27,000)	-47%
Utilities	\$51,000	\$40,000	(\$11,000)	-22%
Memberships	\$31,000	\$30,000	(\$1,000)	-3%
Unitrans Pass-Thru for Uninc Area Service	\$24,000	\$24,000	\$0	
Facilities Maintenance	\$19,000	\$45,000	\$26,000	137%
Directors Stipends and Expenses	\$12,000	\$12,000	\$0	
Contingencies	\$150,000	\$100,000	(\$50,000)	-33%
Total Administrative Operating Expenses	\$3,186,000	\$3,391,860	\$205,860	6%

Table 1.1b. Authorized FTE and Classification Salary Scales

The District completed the salary benchmarking survey initiated during FY 2023-2024 to align salary ranges with comparable agencies. The Board approved the updated salaries on April 8, 2024, implementing a 5-Step salary scale. This process was in line with the District's plan since July 1, 2023, to ensure that compensation remains competitive and reflective of market standards. The salary for the Executive Director was not included in the salary revisions or the adjustment for Cost-of-Living.

Authorized Regular FTE Positions	Fiscal Year		Step	7/1/2023	
	23-24	24-25		Min	Max
Executive Director	1	1	-	\$211,860	\$211,860
Director of Finance & Administration	1	1	1	\$157,968	\$164,287
			2	\$169,020	\$175,781
			3	\$180,852	\$188,086
			4	\$193,512	\$201,252
			5	\$207,060	\$215,342
Director of Transit Operations	1	1	1	\$145,884	\$151,719
			2	\$156,096	\$162,340
			3	\$167,023	\$173,703
			4	\$178,714	\$185,863
			5	\$191,224	\$198,873
Director of Planning	1	1	1	\$147,132	\$153,017
			2	\$157,431	\$163,728
			3	\$168,451	\$175,189
			4	\$180,243	\$187,453
			5	\$192,860	\$200,574
IT Specialist	1	1	1	\$97,800	\$101,712
			2	\$104,652	\$108,838
			3	\$111,972	\$116,451
			4	\$119,808	\$124,600
			5	\$128,196	\$133,324
IT Systems Support Technician	1	1	1	\$68,136	\$70,861
			2	\$72,912	\$75,828
			3	\$78,012	\$81,132
			4	\$83,472	\$86,811
			5	\$89,316	\$92,889
Senior Transportation Planner	1	2	1	\$106,008	\$110,248
			2	\$113,424	\$117,961
			3	\$121,368	\$126,223
			4	\$129,864	\$135,059
			5	\$138,948	\$144,506
Associate Transportation Planner	1	0	1	\$82,164	\$85,451
			2	\$87,924	\$91,441
			3	\$94,068	\$97,831
			4	\$100,656	\$104,682
			5	\$107,700	\$112,008
Assistant Transportation Planner	2	2	1	\$68,208	\$70,936
			2	\$72,972	\$75,891
			3	\$78,084	\$81,207
			4	\$83,556	\$86,898
			5	\$89,400	\$92,976
Communications/Marketing Specialist	1	1	1	\$85,296	\$88,708
			2	\$91,260	\$94,910
			3	\$97,656	\$101,562
			4	\$104,484	\$108,663
			5	\$111,804	\$116,276
Executive Assistant/Clerk of the Board	1	1	1	\$66,574	\$69,237
			2	\$71,202	\$74,050
			3	\$76,152	\$79,198
			4	\$81,446	\$84,704
			5	\$87,108	\$90,592
Accountant (previously "Senior Finance & HR Associate")	2	2	1	\$78,444	\$81,582
			2	\$83,940	\$87,298
			3	\$89,820	\$93,413
			4	\$96,096	\$99,940
			5	\$102,828	\$106,941
Accounting Technician (previously "Finance & HR Associate")	1	1	1	\$57,216	\$59,505
			2	\$61,224	\$63,673
			3	\$65,508	\$68,128
			4	\$70,092	\$72,896
			5	\$75,000	\$78,000
Total, Budgeted FTE's	15	15			
Intern - 999 Max hours per FY	4	6	1	\$17,364	\$18,059
			2	\$18,278	\$19,009
			3	\$19,240	\$20,010
Limited-Term Positions			Min	Max	Max
Associate Transportation Planner	1	0	\$85,451		\$112,008

Table 1.1c. FY 2024-25 YoloTD Jurisdictions STA and LTF Allocations

	Davis			Woodland		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$1,016,790	\$1,008,251	-0.8%	\$717,563	\$716,065	-0.2%
LTF Estimate by Jurisdiction	\$4,519,271	\$4,037,325	-10.7%	\$4,189,604	\$3,771,769	-10.0%
Total STA/LTF by Jurisdiction	\$5,536,061	\$5,045,576	-8.9%	\$4,907,167	\$4,487,834	-8.5%
STA/ LTF to YoloTD						
YoloTD Admin	\$453,124	\$483,473	6.7%	\$420,070	\$451,672	7.5%
Total, Transit Services	\$2,455,000	\$2,219,000	-9.6%	\$2,124,064	\$1,913,242	-9.9%
STA to YoloTD	\$1,016,790	\$1,008,251	-0.8%	\$717,563	\$716,065	-0.2%
LTF to YoloTD	\$1,891,334	\$1,694,222	-10.4%	\$1,826,571	\$1,648,849	-9.7%
Total YoloTD STA + Share of LTF	\$2,908,124	\$2,702,473	-7.1%	\$2,544,134	\$2,364,914	-7.0%
STA Retained by Jurisdiction	\$0	\$0	0.0%	\$0	\$0	0.0%
LTF Retained by Jurisdiction	\$2,627,937	\$2,343,103	-10.8%	\$2,363,033	\$2,122,920	-10.2%
Total Retained by Jurisdiction	\$2,627,937	\$2,343,103	-10.8%	\$2,363,033	\$2,122,920	-10.2%
	West Sacramento			Winters		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$630,458	\$647,975	2.8%	\$88,560	\$90,093	1.7%
LTF Estimate by Jurisdiction	\$3,681,030	\$3,413,117	-7.3%	\$517,073	\$474,549	-8.2%
Total STA/LTF by Jurisdiction	\$4,311,488	\$4,061,092	-5.8%	\$605,633	\$564,642	-6.8%
STA/ LTF to YoloTD						
YoloTD Admin	\$369,078	\$408,723	10.7%	\$17,958	\$56,828	216.4%
Total, Transit Services	\$2,661,725	\$2,464,895	-7.4%	\$163,000	\$118,064	-27.6%
STA to YoloTD	\$630,458	\$647,975	2.8%	\$88,560	\$90,093	1.7%
LTF to YoloTD	\$2,400,345	\$2,225,643	-7.3%	\$92,398	\$84,799	-8.2%
Total YoloTD STA + Share of LTF	\$3,030,803	\$2,873,618	-5.2%	\$180,958	\$174,892	-3.4%
STA Retained by Jurisdiction	\$0	\$0	0.0%	\$0	\$0	0.0%
LTF Retained by Jurisdiction	\$1,280,685	\$1,187,474	-7.3%	\$424,675	\$389,750	-8.2%
Total Retained by Jurisdiction	\$1,280,685	\$1,187,474	-7.3%	\$424,675	\$389,750	-8.2%
	Yolo County			Total (Rounded)		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$428,364	\$383,373	-10.5%	\$2,882,000	\$2,845,757	-1.3%
LTF Estimate by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$15,408,000	\$13,912,732	-9.7%
Total STA/LTF by Jurisdiction	\$2,929,433	\$2,599,345	-11.3%	\$18,290,000	\$16,758,489	-8.4%
STA/ LTF to YoloTD						
YoloTD Admin	\$250,769	\$265,364	5.8%	\$1,511,000	\$1,666,061	10.3%
Total, Transit Services	\$177,595	\$118,009	-33.6%	\$7,581,384	\$6,833,210	-9.9%
STA to YoloTD	\$428,364	\$383,373	-10.5%	\$2,882,000	\$2,845,757	-1.3%
LTF to YoloTD	\$0	\$0	n/a	\$6,211,000	\$5,653,513	-9.0%
Total YoloTD STA + Share of LTF	\$428,364	\$383,373	-10.5%	\$9,092,384	\$8,499,271	-6.5%
STA Retained by Jurisdiction	\$0	\$0		\$0	\$0	
LTF Retained by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$9,197,000	\$8,259,219	-10.2%
Total Retained by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$9,197,616	\$8,259,218	-10.2%

State Transit Assistance (STA) funds are derived from a Statewide tax on diesel fuel. The State Controller's Office allocates the tax revenue by formula. STA funding can only be used for transportation planning and mass transportation purposes.

Local Transportation Fund (LTF) allocations are derived from a ¼ cent of the general sales tax collected statewide and is intended to "improve existing public transportation services and encourage regional transportation coordination."

Fixed Route Annual Operating Budget and Service Levels

Table 1.2a shows the proposed **\$12.5 million** FY 2024-25 Fixed Route operating budget. The proposed service levels are provided in Table 1.2b.

The proposed Fixed Route budget represents an increase of **\$0.4 million (4%)** above FY 2023-24, primarily due to an anticipated one-time expense to lease up to 8 passenger buses, at a cost of \$480,000, to maintain current levels of service while we plan our transition from compressed natural gas to battery-electric as our primary fuel source.

The revenues supporting the Fixed Route budget are comprised of:

- a. \$4.5 million in STA/LTF from member jurisdictions, a decrease of 6%, as shown in Table 1.1c.
- b. \$1.2 million in passenger fares.
- c. \$2.1 in million in FTA 5307 CARES Act funding.
- d. \$2.1 million in Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funds.
- e. \$0.4 million in FTA 5307 Congestion Mitigation and Air Quality (CMAQ) funding to support Route 42 expansion.
- f. \$0.3 million in FTA 5307 funds from Sacramento Regional Transit (SacRT) and \$0.3 million from UC Davis to support the Causeway Connection Route 138.
- g. \$0.3 million in State Transit Assistance (STA) State of Good Repair (SGR) funds to support vehicle maintenance.
- h. \$1.1 million in SB 125 (California Transit Recovery) Funds

Table 1.2a. Annual Operating Budget - Fixed Route

Fixed Route Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$4,822,000	\$4,524,895	(\$297,105)	-6%
FTA 5307 ARPA	\$3,012,000	\$0	(\$3,012,000)	
FTA 5307 CARES	\$894,000	\$2,152,143	\$1,258,143	141%
FTA 5307 Formula Funds	\$1,181,000	\$2,090,939	\$909,939	77%
Passenger Fares	\$1,000,000	\$1,175,000	\$175,000	18%
FTA 5307/CMAQ for Route 42 Expansion	\$405,000	\$400,000	(\$5,000)	-1%
FTA/SacRT 5307 Causeway Connection	\$285,000	\$319,807	\$34,807	12%
UC Davis Funds for Causeway Connection	\$285,000	\$293,353	\$8,353	3%
STA-SGR State of Good Repair Funds	\$212,000	\$339,919	\$127,919	60%
Low Carbon Transportation Operating Program (LCTOP)	\$0	\$130,000	\$130,000	
FTA/Caltrans 5311 Rural Formula and CRSAA Funds	\$0	\$0	\$0	
SB 125	\$0	\$1,110,364	\$1,110,364	
Carryforward Fund Balance	\$13,000	\$0	(\$13,000)	
Total Fixed Route Operating Revenues	\$12,109,000	\$12,536,419	\$427,419	4%

Fixed Route Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation	\$9,271,000	\$9,064,924	(\$206,076)	-2%
Fuel	\$1,032,000	\$1,065,122	\$33,122	3%
Insurance	\$776,000	\$693,453	(\$82,547)	-11%
Vehicle Maintenance	\$262,000	\$339,919	\$77,919	30%
Technology	\$260,000	\$308,000	\$48,000	18%
Utilities	\$230,000	\$270,000	\$40,000	n/a
Facilities Maintenance	\$50,000	\$156,000	\$106,000	212%
Marketing & Communications	\$45,000	\$24,000	(\$21,000)	-47%
Electric Vehicle Charging	\$33,000	\$35,000	\$2,000	6%
Equipment/Fleet Leases	\$0	\$480,001	\$480,001	
Contingencies	\$150,000	\$100,000	(\$50,000)	-33%
Total Fixed Route Operating Expenses	\$12,109,000	\$12,536,419	\$427,419	4%

Fixed Route Bus Service Assumptions

The FY 2024-25 budget largely maintains current service levels and represents a net decrease in budgeted hours and miles by about 8% compared to the current year budget. This is due to the postponement of several service increases which were envisioned in the current year budget but were not implemented due to a variety of factors.

Fixed-Route Services

- Route 42A/42B: Intercity service connecting Woodland, Davis, West Sacramento, Sacramento International Airport, and Downtown Sacramento. 42A operates in a clockwise direction, 42B operates in a counterclockwise direction. The FY 2023-24 budget envisioned a mid-year service expansion of up to 16 additional daily trips, a 25% increase over current service levels. This service expansion was scheduled to take effect in January 2024 but was postponed due to ongoing challenges with driver recruitment/retention and maintaining our aging fleet of fixed-route buses. The FY 2024-25 budget continues to postpone that service increase and maintains 42A/B service at current levels. This results in a net reduction of hours and miles compared to last year's budget.

- Route 37: Services southern West Sacramento. No changes to current service levels.
- Route 40: Serves northern West Sacramento in a counterclockwise direction. Service schedule adjusted to provide four additional weekday trips in the early morning and evening.
- Route 41: Serves northern West Sacramento in a clockwise direction. No changes to current service levels.
- Route 240: Serves West Capital Ave and IKEA Shopping center. Service schedule adjusted to provide two additional weekday evening trips (current services end at 7:00 PM).
- Route 43/43R Express: Express service connecting Davis to Sacramento. Suspended due to driver shortage. Limited return in April of 2022. FY 2024-2025 resumes up to three trips in the morning and evening peaks, and one trip of the 43R reverse commute route in the morning and evening peak periods. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to approximately 60% of pre-suspension levels.
- Route 44: Express service connecting south Davis to Sacramento. Suspended during COVID and to support YoloGo recommendation. The service plan is to resume up to three morning and evening peak period trips to meet demand from south Davis, specifically due to the Route 42 route adjustment. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to approximately 100% of pre-suspension levels.
- Route 230: Express service connecting West Davis to Sacramento. The service plan is to resume up to three morning and evening peak period trips to meet anticipated demand. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to 100% of pre-suspension levels.
- Route 211: Local Woodland service operating in a clockwise direction. No changes to current service.
- Route 212: Local Woodland service operating in a counterclockwise direction. No changes to current service.
- Causeway Connection: Express service connecting UC Davis, Davis, Sacramento, and the UC Davis Medical Center. No planned service changes.

Table 1.2b. Fixed Route Service Hours and Miles

Route	Community / Destinations	Operating Days	FY2023-24						Proposed FY 2024-25			% Change from Current Actual	
			Budgeted Trips ¹	Actual Trips ¹	Budgeted Hours	Actual Hours	Budgeted Miles	Actual Miles	Trips	Hours	Miles	Hours ²	Miles ²
42A* 42B*	Intercity, Woodland, Davis, West Sacramento, Sacramento International Airport, Downtown Sacramento	MON-FRI SAT - SUN	70	54	56,949	44,302	1,274,569	1,106,888	54	44,303	1,106,888	0%	0%
37	Southport Gateway West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	13	4,845	3,895	86,953	51,435	13	3,911	51,435	0%	0%
		SAT-SUN	13	0					0				
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,803	4,273	63,303	49,640	17	5,487	63,884	28%	29%
		SAT	14	11					11				
		SUN	11	9					9				
41	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,173	3,333	54,742	37,951	14	3,347	37,951	0%	0%
		SAT	15	0					0				
		SUN	11	0					0				
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,724	4,563	61,186	54,049	14	4,899	58,487	7%	8%
		SAT	15	12					12				
		SUN	12	12					10				
45	West/Central Woodland Downtown Sacramento Express	MON-FRI - AM TRIP	1	1	827	836	22,818	23,095	1	837	23,095	0%	0%
		MON-FRI - PM TRIP	1	1					1				
211	County Fair Mall, West Woodland Loop	MON-FRI	12	15	4,389	5,141	57,742	68,036	15	5,144	68,036	0%	0%
		SAT	12	12					12				
		SUN	11	11					11				
212	County Fair Mal, East Woodland Loop	MON-FRI	11	14	4,088	4,988	64,098	77,833	14	4,988	77,833	0%	0%
		SAT	11	14					14				
		SUN	11	11					11				
215	Woodland, Madison, Esparto, Capay Cache Creek Casino Resort	MON-SUN - WESTBOUND	12	12	10,135	135	253,383	253,383	12	10,135	253,383	0%	0%
		MON-SUN - EASTBOUND	12	12					12				
43	Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	2,306	1,338	53,414	28,265	3	3,366	73,428	152%	160%
		MON-FRI - PM TRIP	3	1					3				
43R	Reverse Commute: Downtown Sacramento, U.C. Davis Express	MON-FRI - AM TRIP	1	1	1	1	1	1	1	1	1	1	1
		MON-FRI - PM TRIP	1	1					1				
44	South Davis Downtown Sacramento Express	MON-FRI - AM TRIP	3	0	1,469		38,230		3	2,784	57,062		
		MON-FRI - PM TRIP	3	0					3				
230*	West Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	1,959	988	50,974	25,795	3	3,135	67,225	217%	161%
		MON-FRI - PM TRIP	3	1					3				
138 Causeway Connection	Service between UCD Med Ctr and UCD Main campus, with limited stops between	MON-FRI	14	14	4,303	4,338	95,540	96,695	14	4,355	96,695	0%	0%
Total			349	270	104,969	78,130	2,176,951	1,873,065	291	96,690	2,035,401	24%	9%

Notes:

- Total Trips include both 42A & 42B routes. Budgeted Trips include six (6) months increased service. Actual Trips reflect not implementing restored services as of January 2024.
- Route 42A and 42B decreased by the FY23-24 proposed increase of 12,650 Hours and 168,484 Miles.

Microtransit Annual Operating Budget

Table 1.3 shows the \$2.2 million Microtransit annual operating budget, which includes existing demand-responsive Microtransit service in Knights Landing and Winters, continues new Woodland service which launched in September 2023, and expands the Knights Landing service area to include the unincorporated community of Yolo.

The proposed budget is \$874,000 (64%) more than the FY 2023-24 budget. This change accounts for:

- Increasing the hours of operation and number of vehicles operating in Winters and Knights Landing/Yolo service areas as noted in Table 1.2c. *Note: these service increases would require separate action by the YoloTD Board of Directors prior to implementation.*
- Includes a full year of Woodland Microtransit service at current service levels, based on actual expenses.

Table 1.2c. Demand Response - Microtransit (Beeline) Service Hours

Jurisdiction	Operating Days	Operating Times	Operating Times	Budgeted FY 2023-24		Proposed FY 2024-25		Change	
				# of Beeline Vehicles	Hours	# of Beeline Vehicles	Hours	Vehicles	Hours
Woodland	MON - THUR	7:00 AM - 7:00 PM	7:00 AM - 7:00 PM	4	12,568	4	18,999	4	6,431
	FRI	7:00 AM - 11:00 PM	7:00 AM - 11:00 PM						
	SAT	9:00 AM - 11:00 PM	9:00 AM - 11:00 PM						
	SUN	8:00 AM - 7:00 PM	8:00 AM - 7:00 PM						
Winters	MON - FRI	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM	1	3,161	2	6,951	2	3,790
	SAT	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM						
	SUN	No Service	No Service						
Knightslanding	MON - FRI	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM	1	2,864	2	6,423	2	3,559
	SAT	No Service	No Service						
	SUN	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM						
Total	251 Weekdays 52 Saturdays 62 Sunday/Holidays		250 Weekdays 53 Saturdays 62 Sunday/Holidays	6	18,593	8	32,372	8	13,779

Revenue Sources include:

- \$0.8 million in STA/LTF from Woodland, Winters and Yolo County, as shown in Table 1.1c.
- \$0.2 million in FTA 5307 formula funds supporting Woodland Microtransit.
- \$0.2 million in FTA 5307 CARES Act funding

- d. \$0.3 million in FTA 5311 rural formula funds supporting the Knights Landing and Winters operations.
- e. \$45 thousand in passenger fares.
- f. New for this year, \$463 thousand in SB 125 transit recovery funds.

Table 1.3. Annual Operating Budget - Microtransit

Microtransit Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$846,000	\$843,315	(\$2,685)	0%
FTA 5307 Formula Funds	\$243,000	\$219,000	(\$24,000)	-10%
FTA 5307 CARES	\$0	\$406,991	\$406,991	
FTA/Caltrans 5311 Rural Formula Funds	\$226,000	\$260,885	\$34,885	15%
STA-SGR State of Good Repair Funds	\$25,000	\$0	(\$25,000)	-100%
Passenger Fares	\$25,000	\$45,000	\$20,000	80%
SB125	\$0	\$462,978	\$462,978	
Total Microtransit Operating Revenues	\$1,364,000	\$2,238,169	\$873,169	64%

Microtransit Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation - Woodland	\$590,000	\$957,000	\$367,000	62%
Contracted Transportation - Winters	\$170,000	\$400,000	\$230,000	135%
Contracted Transportation - Knights Landing	\$135,000	\$323,000	\$188,000	139%
Technology	\$231,000	\$30,000	(\$201,000)	-87%
Insurance	\$138,000	\$226,169	\$88,169	64%
Fuel	\$65,000	\$262,000	\$197,000	303%
Vehicle Maintenance	\$25,000	\$25,000	\$0	0%
Communications & Marketing	\$0	\$5,000	\$5,000	
Contingencies	\$10,000	\$10,000	\$0	0%
Total Microtransit Operating Expenses	\$1,364,000	\$2,238,169	\$874,169	64%

Paratransit Annual Operating Budget

Table 1.4 shows the \$3.07 million Paratransit operating budget, which covers demand-responsive paratransit services for individuals with disabilities that prevent them from being able to use YoloTD's fixed route service. The proposed budget represents a 1% increase over than FY 2023-24 levels, reflecting demand leveling off after several years of dramatic growth coming out of the pandemic.

Revenue Sources include:

- a. \$1.4 million in STA/LTF, as shown in Table 1.1c.
- b. \$0.8 million in FTA 5307 Urbanized Area Formula Funds.
- c. \$150 thousand in passenger and organization-paid fares.
- d. \$70 thousand in Cache Creek mitigation funds to reimburse for paratransit trips serving nearby areas.
- e. \$502 thousand in FTA 5307 CARES Act funding
- f. New for this year, \$117,000 in SB 125 transit recovery funds.

Table 1.4. Annual Operating Budget - Paratransit

Paratransit Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$1,912,000	\$1,455,999	(\$456,001)	-24%
FTA 5307 Formula Funds	\$842,000	\$755,054	(\$86,946)	-10%
Passenger Fares	\$145,000	\$150,000	\$5,000	3%
Cache Creek Mitigation	\$80,000	\$70,000	(\$10,000)	-13%
STA-SGR State of Good Repair Funds	\$65,000	\$0	(\$65,000)	
Organization-Paid Fares	\$5,000	\$0	(\$5,000)	-100%
FTA 5307 CARES	\$0	\$501,949	\$501,949	
SB125	\$0	\$126,079	\$126,079	
Carryforward Fund Balance	\$1,000	\$0	(\$1,000)	
Total Paratransit Operating Revenues	\$3,050,000	\$3,059,081	\$10,081	0.3%

Paratransit Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation	\$2,504,000	\$2,514,000	\$10,000	0%
Fuel	\$224,000	\$224,000	\$0	0%
Insurance	\$206,000	\$194,002	(\$11,998)	-6%
Vehicle Maintenance	\$65,000	\$0	(\$65,000)	
Technology	\$41,000	\$117,079	\$76,079	
Contingencies	\$10,000	\$10,000	\$0	0%
Total Paratransit Operating Expenses	\$3,050,000	\$3,059,081	\$9,081	0.3%

2. General Reserve

In February 2022, the YoloTD Board of Directors adopted a General Reserve policy establishing a target of that an amount equivalent to 25% of the annual operating budget expenses should be set aside to provide for continuity of service-critical operations during times of unexpected revenue shortfalls or emergency expenditures.

As shown in Table 1.5, the General Reserve currently holds \$4.9 million. The proposed combined FY 2024-25 operating budget of \$5.3 million would require a further deposit of \$362 thousand to the General Reserve from available fund balances to maintain the 25% target level at \$5.28 million.

Table 1.5. General Reserve Deposit Calculation

	Final FY 23-24	Draft FY 24-25	Change	
Total Operating Expenses	\$19,709,000	\$21,225,529	\$1,516,529	8%
General Reserve (25% Operating Budget):	\$4,927,000	\$5,306,000	\$379,000	

Section 2. Multiyear Capital and Planning Projects

Capital and Planning Projects

This budget continues to establish multiyear capital and planning priorities including the Yolo Active Transportation Corridors (YATC) project, and the Zero Emission Fleet Transition Plan and Downtown Woodland Transit Center.

We are currently in the process of finalizing a 10-year capital improvement plan, which we will bring to the Board for approval in late 2024. That plan will inventory our capital assets and identify those places where additional capital investment is needed.

Table 2.1 displays \$3 million in proposed new appropriations for multiyear capital and planning projects. The new funding includes:

- FR-1 Electric Buses- Multiyear Reserve for Future Purchases: \$477 thousand in new LCTOP funding is proposed to be set aside to serve as a match for potential future federal funding to support electric bus purchases consistent with state mandates.
- FR-3 Fixed Route Planning Efforts: \$200 thousand in new SB 125 funding is proposed for the preparation of a Short Range Transit Plan. The scope of work and contract for this effort were approved by the Board in April 2024.
- FR-11 Downtown Woodland Transit Center: \$430 thousand of new funding is proposed for relocation costs for a new Transit Center in downtown Woodland, to replace the transit center at the County Fair Fashion Mall. This is an estimate that will be refined through the planning and design process currently underway. The funding source for these costs is to be determined.
- FR-12 Fixed Route Bus Battery Replacements: \$124 thousand in new Available Fund Balance/STA is proposed to be used to purchase six replacement batteries for our six Proterra electric buses.
- FR-13 Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland): \$400 thousand in new SB 125 funding for design and engineering studies for electrification infrastructure upgrades needed to meet California's Zero Emission Vehicle requirements.
- MM-1 Yolo Active Transportation Corridors: \$200 thousand in additional grant funds from sources to be determined (supplementing the \$1.2 million federal RAISE funds already appropriated) are proposed to fund ongoing consulting services for the Yolo Active Transportation Corridors planning project.

- MM-4 Countywide Travel Behavior Survey: \$100 thousand pending final funding. Develop countywide travel survey to establish a baseline of travel patterns. Update triennially to enable local agencies to monitor progress longitudinally toward transportation / sustainability goals.
- MM-5 Major Fleet Maintenance: \$210 thousand pending final funding. Scheduled and unscheduled maintenance and repairs for fixed route, paratransit, and microtransit vehicles.
- MM-6 UC Davis Campus Transportation Plan: \$500 thousand funded by the FY23-24 CalTrans Sustainable Communities Grant. 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.
- PT-1 Paratransit Vehicle Replacements (2): \$360 thousand pending final funding. Add vehicles to accommodate the growing demand of its Yolo County ADA riders. These additional vehicles will also help replace the ageing paratransit fleet.

Table 2.1. YoloTD Multi-year Capital and Planning Project Budgets with FY 2024-25 Budget Appropriation

Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Proposed FY 24-25 Appropriation	Total Multi-year Project Budget
FR-3. Fixed Route Planning Efforts					
Expenditure Budget					
Professional Svcs - Zero Planning	\$200,000				
Professional Svcs - Short Range Transit Plan	\$200,000	\$400,000	(\$200,000)	\$200,000	\$0
Professional Svcs - 10 Year Capital Plan	\$100,000	\$0	\$100,000	\$0	\$100,000
Total FR-3 Expenditure Budget	\$500,000	\$400,000	(\$100,000)	\$200,000	\$100,000
Revenue Sources					
FTA 5307 Funds	\$400,000	\$399,952	\$48		\$48
SB125	\$0	\$0	\$0	\$200,000	\$200,000
Available Fund Balance	\$100,000	\$0	\$100,000		\$100,000
Total FR-3 Revenue Budget	\$500,000	\$399,952	\$100,048	\$200,000	\$300,048
FR-11 Downtown Woodland Transit Center					
Expenditure Budget					
Planning Services	\$225,000	\$172,478	\$52,522	\$0	\$52,522
Relocation	\$0	\$0	\$0	\$430,000	\$430,000
Total FR-11 Expenditure Budget	\$225,000	\$172,478	\$150,000	\$430,000	\$482,522
Revenue Sources					
FTA 5307 Funds	\$120,000	\$0	\$120,000	\$0	\$120,000
Available Fund Balance/STA	\$75,000	\$75,000	\$0	\$0	\$0
Pending	\$0	\$0	\$0	\$430,000	\$430,000
Total FR-11 Revenue Budget	\$195,000	\$75,000	\$120,000	\$430,000	\$550,000
FR-12 Fixed Route Bus Battery Replacements (6)					
Expenditure Budget					
Fleet Engine/Parts	\$0	\$0	\$0	\$124,000	\$124,000
Total FR-12 Expenditure Budget	\$0	\$0	\$0	\$124,000	\$124,000
Revenue Sources					
FTA 5307 Funds	\$0	\$0	\$0	\$99,200	\$99,200
Available Fund Balance/STA	\$0	\$0	\$0	\$24,800	\$24,800
Total FR-12 Revenue Budget	\$0	\$0	\$0	\$124,000	\$124,000
FR-13 Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland)					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$400,000	\$400,000
Total FR-13 Expenditure Budget	\$0	\$0	\$0	\$400,000	\$400,000
Revenue Sources					
SB125	\$0	\$0	\$0	\$400,000	\$400,000
Total FR-13 Revenue Budget	\$0	\$0	\$0	\$400,000	\$400,000
MM-1 Yolo Active Transportation Corridors					
Expenditure Budget					
Consulting Services	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293
Total MM-1 Expenditure Budget	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293
Revenue Sources					
RAISE Grant	\$1,200,000	\$559,707	\$640,293	\$0	\$640,293
Funding TBD	\$0	\$0	\$0	\$200,000	\$200,000
Total MM-1 Revenue Budget	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293

Table 2.1. YoloTD Multi-year Capital and Planning Project Budgets with FY 2024-25 Budget Appropriation

Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Proposed FY 24-25 Appropriation	Total Multi-year Project Budget
MM-4 Countywide Travel Behavior Survey					
Expenditure Budget					
Professional Services	\$0	\$0	\$0	\$100,000	\$100,000
Total MM-4 Expenditure Budget	\$0	\$0	\$0	\$100,000	\$100,000
Revenue Sources					
Pending	\$0	\$0	\$0	\$100,000	\$100,000
Total MM-4 Revenue Budget	\$0	\$0	\$0	\$100,000	\$100,000
MM-5 Major Fleet Maintenance					
Expenditure Budget					
Maintenance Services	\$0	\$0	\$0	\$210,000	\$210,000
Total MM-5 Expenditure Budget	\$0	\$0	\$0	\$210,000	\$210,000
Revenue Sources					
Pending	\$0	\$0	\$0	\$210,000	\$210,000
Total MM-5 Revenue Budget	\$0	\$0	\$0	\$210,000	\$210,000
MM-6 UC Davis Campus Transportation Plan					
Expenditure Budget					
Professional Services	\$0	\$0	\$0	\$485,000	\$485,000
Staff Time	\$0	\$0	\$0	\$15,000	\$15,000
Total MM-5 Expenditure Budget	\$0	\$0	\$0	\$500,000	\$500,000
Revenue Sources					
FY23-24 CalTrans Sustainable Communities Grant	\$0	\$0	\$0	\$500,000	\$500,000
Total MM-5 Revenue Budget	\$0	\$0	\$0	\$500,000	\$500,000
PT-1 Paratransit Vehicle Replacement (2)					
Expenditure Budget					
Vehicles	\$0	\$0	\$0	\$360,000	\$360,000
Total PT-1 Expenditure Budget	\$0	\$0	\$0	\$360,000	\$360,000
Revenue Sources					
Pending	\$0	\$0	\$0	\$360,000	\$360,000
Total PT-1 Revenue Budget	\$0	\$0	\$0	\$360,000	\$360,000
YT-1. Electric Buses - Multi-year Reserve for Future Purchases (Previously FR-1)					
Expenditure Budget					
Vehicle Equipment Purchase	\$1,343,463	\$0	\$1,343,463	\$477,000	\$1,820,463
Total FR-1 Expenditure Budget	\$1,343,463	\$0	\$1,343,463	\$477,000	\$1,820,463
Revenue Sources					
FTA 5307/5339 Funds	\$880,000	\$0	\$880,000	\$0	\$880,000
LCTOP - FY 2022-23 allocation	\$463,000	\$0	\$463,000	\$477,000	\$940,000
Total FR-1 Revenue Budget	\$1,343,000	\$0	\$1,343,000	\$477,000	\$1,820,000
YT-2 Yolotd Annual Reserves Contribution: ZEB Electrification Infrastructure Repair & Maintenance (Woodland)					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$25,000	\$25,000
Total YT-1 Expenditure Budget	\$0	\$0	\$0	\$25,000	\$25,000
Revenue Sources					
Pending	\$0	\$0	\$0	\$25,000	\$25,000
Total YT-1 Revenue Budget	\$0	\$0	\$0	\$25,000	\$25,000
YT-3 Yolotd Annual Reserves Contribution: Maintenance Shop Repairs					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$54,000	\$54,000
Total YT-2 Expenditure Budget	\$0	\$0	\$0	\$54,000	\$54,000
Revenue Sources					
Pending	\$0	\$0	\$0	\$54,000	\$54,000
Total YT-2 Revenue Budget	\$0	\$0	\$0	\$54,000	\$54,000

Total Projects with new appropriations

\$3,238,000

\$1,034,659

\$2,203,341

\$3,080,000

\$5,283,341

Table 2.2 displays \$2.2 million in other YoloTD pending and ongoing multi-year capital and planning project budgets carried forward from prior years, but where no new funding is being considered. These include projects such as the Yolo 80 Managed Lanes Legal, Advisory and Technical Services and Automatic Passenger Counters. This includes an adjustment of \$520 thousand to defund a prior year allocation for FR-4. GTFS Real-Time Enhancements. This project was rolled into another project (FR-5 Automatic Passenger Counters) and is fully funded.

Table 2.2. Other YoloTD Pending and Ongoing Capital and Planning Project Budgets Carried Forward from Prior Years

Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Prior Year Appropriations	Total Prior Year
FR-4. General Transit Feed Specification (GTFS) Real-Time Enhancements					
Expenditure Budget					
Equipment	\$520,000	\$0	\$520,000	(\$520,000)	\$0
Total FR-4 Expenditure Budget	\$520,000	\$0	\$520,000	(\$520,000)	\$0
Revenue Sources					
FTA 5339/5307 Funds	\$416,000	\$0	\$416,000	(\$416,000)	\$0
Available Fund Balance/STA Funds	\$104,000	\$0	\$104,000	(\$104,000)	\$0
Total FR-4 Revenue Budget	\$520,000	\$0	\$520,000	(\$520,000)	\$0
FR-5. Automatic Passenger Counters (APC)					
Expenditure Budget					
Equipment	\$420,000	\$0	\$420,000	\$0	\$420,000
Total FR-5 Expenditure Budget	\$420,000	\$0	\$420,000	\$0	\$420,000
Revenue Sources					
FTA 5307 Funds	\$420,000	\$0	\$420,000	\$0	\$420,000
Total FR-5 Revenue Budget	\$420,000	\$0	\$420,000	\$0	\$420,000
FR-9. Bus Washer/Water Recycler Replacement					
Expenditure Budget					
Equipment and Installation Services	\$673,581	\$0	\$673,581		\$673,581
Total FR-9 Expenditure Budget	\$673,581	\$0	\$673,581	\$0	\$673,581
Revenue Sources					
CARES Act Funding	\$400,000	\$0	\$400,000		\$400,000
FY 2021-22 STA-SGR Funds	\$273,581	\$0	\$273,581		\$273,581
Total FR-9 Revenue Budget	\$673,581	\$0	\$673,581	\$0	\$673,581
FR-10. Two 40' CNG Bus Replacements					
Expenditure Budget					
Vehicles	\$1,600,000	\$0	\$1,600,000		\$1,600,000
Total FR-9 Expenditure Budget	\$1,600,000	\$0	\$1,600,000	\$0	\$1,600,000
Revenue Sources					
FFY2018 FTA 5307 Funds	\$1,280,000	\$0	\$1,280,000		\$1,280,000
FFY19-24 State of Good Repair Funds	\$320,000	\$0	\$320,000		\$320,000
Total FR-9 Revenue Budget	\$1,600,000	\$0	\$1,600,000	\$0	\$1,600,000
MM-2 80 Managed Lanes Advisory, Legal & Technical Services					
Expenditure Budget					
Professional Services	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Total MM-2 Expenditure Budget	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Revenue Sources					
Available Fund Balance	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Total MM-2 Revenue Budget	\$250,000	\$175,000	\$75,000	\$0	\$75,000
MM-3 Tolling Authority					
Expenditure Budget					
Consulting Services	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Total MM-3 Expenditure Budget	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Revenue Sources					
SACOG Grant (RSTP)	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Total MM-3 Revenue Budget	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Total Continuing Projects (no new Funding)	\$5,463,581	\$570,000	\$4,893,581	(\$520,000)	\$4,373,581
Combined Total Multiyear Projects	\$8,701,581	\$1,604,659	\$7,096,922	\$2,560,000	\$9,656,922

Section 3. Five-Year Operating Budget Outlook

Table 3 provides a five-year operating budget outlook, presenting future expenditures and revenues in constant 2024 dollars. This framework ignores the likely increases in both revenues and expenditures due to inflation. If base revenues grow more slowly than expenditures, this will result in larger funding gaps than shown.

This outlook shows costs going down because many of the service restorations and expansions that were included in the current (FY 2023-24) budget were not implemented and have not been included in the proposed FY 2024-25 budget. This new outlook assumes that the limited-service restorations and expansions proposed for FY 2024-25 would continue unchanged in future years, until FY 2027-28 when service expansions funded by the Yolo 80 VMT mitigation plan would come into effect. The budget assumes the Yolo-80 mitigation programs are net revenue neutral – an assumption that will need to be refined closer to the implementation date of those services.

On the revenue side, the table shows the effect of the loss of remaining federal CARES Act funding in the current fiscal year, along with the expiring of various federal competitive grants supporting the FY 2024-25 budget.

Conversely, the table shows new one-time state funding from SB 125 that offset the loss of CARES revenue. Additionally, we estimate an increase in the use of federal formula (5307) funds from several possible sources including the Sacramento and Davis UZAs.

The combined effect of postponing service restorations and expansions, plus additional utilization of 5307 funds, results in a five-year outlook that does not currently anticipate any additional use of LTF funding.

Table 3. Five-Year Outlook in Constant 2024 Dollars

As we did last year, this forecast uses constant 2024 dollars to simplify assumptions and avoid predicting cost inflation. The funding gap will increase if base revenues grow more slowly than expenditures. YoloTD staff will refine this forecast, incorporating future service changes, funding, and inflationary factors, and will provide updates throughout the year.

	Projection					
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Expenditures						
Adjusted FY23-24 Operating Expenditure Budget	\$ 19,263,000	\$ -	\$ -	\$ -	\$ -	\$ -
FY24-25 Annualized Restoration/Microtransit expansion	\$ -	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529
FY28-29 New Service VMT Mitigation Plan 2023 Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Additional 25% deposit to General Reserve from budget increase	\$ -	\$ 379,382	\$ -	\$ -	\$ -	\$ -
Scenario Expenditure Budgets in 2024 Dollars:	\$ 19,263,000	\$ 21,604,911	\$ 21,225,529	\$ 21,225,529	\$ 21,225,529	\$ 25,425,529
Revenues						
State Transit Assistance	\$ 2,882,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000
Local Transportation Fund (FY 24-25 Level)	\$ 6,211,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000
Cache Creek Mitigation Funds	\$ 1,273,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000
STA-SGR State of Good Repair Funds ¹	\$ -	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Fare Revenue ²	\$ 1,355,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000
Other: Fuel Sales/Advertising/Fuel Credits/Interest Etc. ³	\$ 1,375,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000
UC Davis Causeway Connection Support	\$ 286,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000
FTA 5311 Formula Funds:						
Rural Yolo County	\$ 806,000	\$ 204,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
FTA 5307 Formula Funds:						
UZA Woodland ⁴	\$ 2,085,000	\$ 2,468,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
UZA Davis ⁵	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
UZA Sacramento ⁶	\$ 13,000	\$ 126,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
FTA competitive grants (42 Expansion, Causeway Connection) ⁷	\$ 318,000	\$ 720,000	\$ -	\$ -	\$ -	\$ -
ARPA 100% reimbursement funds (\$3M available)	\$ 1,901,000	\$ -	\$ -	\$ -	\$ -	\$ -
CARES Act 100% reimbursement funds (\$4.4M available)	\$ 1,074,000	\$ 3,072,000	\$ -	\$ -	\$ -	\$ -
SB125 formula-based capital program ⁸	\$ -	\$ 1,690,000	\$ 1,316,000	\$ -	\$ -	\$ -
New Service: Yolo 80 VMT Mitigation Plan 2023 Estimates ⁹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Total Base Revenues	\$ 19,579,000	\$ 21,237,000	\$ 20,493,000	\$ 19,177,000	\$ 19,177,000	\$ 23,377,000
Base Funding Excess (Deficit)	\$ 316,000	\$ (367,911)	\$ (732,529)	\$ (2,048,529)	\$ (2,048,529)	\$ (2,048,529)
Potential Funding Solutions						
Increased use of Formula funds ¹⁰	\$ -	\$ 367,911	\$ 732,529	\$ 1,981,529	\$ 1,981,529	\$ 1,981,529
Obtain new competitive grants	\$ -	\$ -	\$ -	\$ 67,000	\$ 67,000	\$ 67,000
SB125 formula -based capital program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of LTF/other potential funding strategies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of unrestricted funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess funding added to unrestricted funds balance	\$ (316,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Potential Strategies to Close Excess (Deficit)	\$ (316,000)	\$ 367,911	\$ 732,529	\$ 2,048,529	\$ 2,048,529	\$ 2,048,529
Remaining, Base Funding Excess (Deficit)	\$0	\$0	\$0	\$0	\$0	\$0
Notes:						
1. State of Good Repair (SGR) funds to be utilized towards vehicle maintenance, which is included in operating budget.						
2. Fare Revenues assumes no increases. Special fares included in other revenues.						
3. Other revenues include fuel sales and renewable fuel credits, special fares, Low -Carbon Transit Operations Program (LCTOP) in FY23-24 projections.						
4. As a result of the 2022 U.S. Census bureau data update, 5307 UZA Woodland allocation increased from \$2.4M to \$3M.						
5. YoloTD has an informal agreement with Unitrans and City of Davis to limit the use of 5307 UZA Davis funds to \$150,000.						
6. YoloTD has not fully utilized its allocation of the 5307 UZA Sacramento funds. The forecasts assumes a base amount of \$1.2M based on SACOG's draft 2024-25 5307 UZA Sac split letter.						
7. FTA Competitive grants assumes drawing down on current funds. Though YoloTD plans to seek new grants, no new funding is assumed in this forecast.						
8. SB125 Transit and Intercity Rail Capital Program forecast is based on YoloTD's Cycle I allocation of \$3M for FY24-25 & FY25-26. As of June 22, 2024, the State is moving forward with a second						
9. Implementing transit service expansions contained in the Yolo 80 VMT Mitigation Plan. The first three years of this service are fully funded by mitigation (capital) dollars. After the first three years, the service will be funded by future toll revenue at the discretion of the Capitol Area Tolling Authority.						
10. Increased Formula funding may include increased use of Davis UZA funds (pending agreement with Unitrans and City of Davis to revise existing informal agreement) and Discretionary SacUZA funding, which YoloTD has not sought in the last two years but for which we are eligible.						

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

Topic: Approve Resolution 2024-13 Accepting the Final Environmental Impact Report (FEIR) for the Yolo 80 Managed Lanes Project including Findings of Fact and Statement of Overriding Considerations	Agenda Item#: Agenda Type:	<h1>6</h1> <h2>Action</h2>	
		Attachments:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat		Meeting Date: June 10, 2024	

RECOMMENDATION:

Approve Resolution 2024-13 accepting the Final Environmental Impact Report (FEIR) for the Yolo 80 Managed Lanes project and adopting Findings of Fact and Statement of Overriding Considerations.

BACKGROUND:

The Yolo 80 Managed Lanes project has reached an important milestone in its development. To summarize, Phase 1 is now completely funded, a Notice of Determination for the final Environmental Impact Report (EIR) has been filed, and the Capital Area Regional Tolling Authority (CARTA) has been granted tolling authority for Phase 1 by the California Transportation Commission (CTC). Below is a project summary table:

<u>Cost</u>	<u>Amount</u>
Total Project Cost (Phase 1)	\$199,960,000
<u>Funding (Phase 1)</u>	<u>Amount</u>
Federal INFRA Grant	\$85,900,000
Other Federal Funds (SACOG, CMAQ)	\$1,560,000
State TCEP Grant	\$105,000,000
Other Funding	\$7,500,000
Total:	\$199,960,000

The completion status of major project development phases is indicated in the table below.

Project Phase / Task	Completion
Planning	✓
Environmental	✓
Engineering	✓
Right of Way	✓
Tolling Authority	✓
Project Funding	✓

Project Phase / Task	Completion
Construction Start	
Tolling Ordinance & Equity Plan	Occurs in parallel with construction

As a Responsible Agency with some discretionary authority over the Yolo 80 Managed Lanes project (i.e. as recipient of \$85.9 million in INFRA funds), the YoloTD Board must take action confirming the project’s Final Environmental Impact Report (FEIR) complies with the California Environmental Quality Act (CEQA).

Staff reports dating to the project’s inception can be found on the YoloTD website:

Yolotd.org → Planning & Projects → Freeways & Roads

Environmental Process

The California Department of Transportation is the California Environmental Quality Act Lead Agency for the Yolo 80 Managed Lanes Project. The California Department of Transportation would construct improvements consisting of a High Occupancy Toll (HOT) 3+ lane in each direction with direct connectors, pedestrian/bicycle facilities, park-n-ride, and Intelligent Transportation System (ITS) elements including ramp meters, fiber-optic conduit and cables, and overhead signs. Drainage modifications would be required due to median reconstruction in the locations to which sheet flow currently drains on US 50 and I-80.

Caltrans released the Draft Environmental Document (DED) – a hybrid document that fulfills both state (CEQA) and federal (NEPA) requirements regarding environmental analysis - on November 13, 2023, which was consistent with the alternatives identified in the Notice of Preparation (NOP) released in June 2022.

On December 11, 2023 the DED was brought to the YoloTD Board for discussion. The Board reviewed the DEIR findings, VMT Mitigation Plan, and staff’s recommendation regarding a preferred alternative. Mr. Abbanat also shared the YoloTD survey results, the project timeline and staff recommendations. Caltrans District 3, project manager Gurtej Bhattal reviewed the project description and the alternatives. Mr. Bhattal reviewed the DEIR Project Description: The project would add managed lanes on I-80 and US-50 by a combination of lane conversion, restriping, and shoulder and median reconstruction with a concrete barrier.

YoloTD Board questions included:

- Why is the cost to construct or implement VMT mitigation different from the full cost of the VMT mitigation? Staff responded the project’s contribution to each VMT mitigation program varies. For some mitigations, the project’s contribution covers the annual cost for the full 20 years and others do not cover the full annual cost.
- Does the annual VMT reduction number remain the same regardless of the contribution? Staff responded affirmatively.
- Will YoloTD weigh in on the equity program if the program moves forward? Staff responded affirmatively, once the environmental review is completed the new JPA will oversee the equity program.

- When will YoloTD board have an opportunity to weigh in on the equity portion of the program? Staff responded the equity program development has already been funded by SACOG and will start mid-April and move forward. It was also clarified that the new JPA will oversee the equity program.
- Will the YoloTD board have any say in the equity program with the JPA? Staff responded it is unclear how involved the YoloTD board would be directly involved.
- There is a concern that certain cities, not affected by this project, would be making decision on this program. Staff responded this item would be reviewed in item 7, however, YoloTD has been working on making sure that Yolo County would be well-represented on the JPA Board.

Subsequent to the December 2023 YoloTD Board meeting and public Draft DED input, revisions were made and on April 30, 2024, the California Department of Transportation certified the Final Environmental Impact Report for the Project. The California Department of Transportation found that the Project would have significant and unavoidable impacts on transportation, specifically, vehicle miles travelled.

The Final Environmental Impact Report is available here: <https://ceqanet.opr.ca.gov/2021060117/5>

Environmental Lawsuits

In late May 2024, two lawsuits were filed by two environmental advocacy organizations seeking an injunction against the project on similar EIR-related grounds including evaluation of alternatives, analysis of impacts, and mitigation of vehicle miles traveled (VMT) impacts. The courts have not ruled on either of the lawsuits and questions regarding the lawsuits are appropriately directed toward Caltrans staff.

Recommendation

Yolo Transportation District, in its independent judgment as a CEQA Responsible Agency, has reviewed and considered the Final Environmental Impact Report prepared by the California Department of Transportation. Staff recommends accepting the Final Environmental Impact Report (FEIR) for the Yolo 80 Managed Lanes project and adopting Findings of Fact and Statement of Overriding Considerations (Attachment 1), which have been prepared pursuant to CEQA.

Attachment

2. Resolution
 - a. Findings of Fact
 - b. Statement of Overriding Considerations

ATTACHMENT 1

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. R 2024-13 ACCEPTING THE YOLO 80 MANAGED LANES PROJECT
FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)**

WHEREAS, the California Department of Transportation (Department) has completed a Final Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines for the following project:

- US 50 and I-80 in Sacramento, Solano, and Yolo Counties. Construct improvements consisting of a HOT 3+ lane in each direction with direct connectors, pedestrian/bicycle facilities, park-n-ride, and ITS elements including ramp meters, fiber-optic conduit and cables, and overhead signs. Drainage modifications would be required due to median reconstruction in the locations to which sheet flow currently drains on US 50 and I-80, in Sacramento, Solano, and Yolo Counties.

WHEREAS, the Department has certified that a Final Environmental Impact Report has been completed in compliance with CEQA and the State CEQA Guidelines for its implementation; and

WHEREAS, the Yolo County Transportation District (YoloTD), as a responsible agency, has considered the environmental effects of the project, as identified in the Final Environmental Impact Report; and

WHEREAS, the project will have a significant effect on the environment; and

WHEREAS, YoloTD finds that no additional feasible alternatives or mitigation measures within its authority are available to reduce the environmental impacts of the project to less than significant levels; and

WHEREAS, YoloTD has made findings as required by California Code of Regulations, title 14, section 15096, subdivision (h) and section 15091; and

WHEREAS, the YoloTD has adopted a Statement of Overriding Considerations pursuant to California Code of Regulations, title 14, section 15093;

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Transportation District does hereby accept the FEIR for the above referenced project and adopts the attached Findings of Fact (Attachment 1a) and Statement of Overriding Considerations (Attachment 1b).

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 10th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

ATTACHMENT 1a: Findings of Fact

Project Name: Yolo 80 Managed Lanes

**YOLO COUNTY TRANSPORTATION DISTRICT
FINDINGS OF FACT FOR YOLO 80 MANAGED LANES PROJECT TO CONSTRUCT
IMPROVEMENTS CONSISTING OF A HIGH OCCUPANCY TOLL LANE (HOT 3+) IN
EACH DIRECTION WITH DIRECT CONNECTORS, PEDESTRIAN/BICYCLE FACILITIES,
PARK-N-RIDE, AND INTELLIGENT TRANSPORTATION SYSTEM ELEMENTS ON I-80
BETWEEN POST MILES (PMs) 40.7 AND 44.7 IN SOLANO COUNTY, BETWEEN PMs 0.00
AND 11.72 IN YOLO COUNTY, AND BETWEEN PMs 0.00 AND 1.36 IN SACRAMENTO
COUNTY; ON U.S. 50 BETWEEN PMs 0.00 AND 3.12 IN YOLO COUNTY AND BETWEEN
PMs 0.00 AND 0.617 IN SACRAMENTO COUNTY**

The following information is presented to comply with State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15091 and 15096. Reference is made to the [Final Environmental Impact Report](#) (Final EIR) for the project, which is the basic source for the information.

The Yolo County Transportation District (YoloTD), in its independent judgment as a CEQA responsible agency, reviewed and considered the Final EIR prepared by the California Department of Transportation (the Department) and finds that the Final EIR contains a complete, objective, and substantiated reporting of the project's environmental impacts.

The following effects have been identified in the Final EIR as resulting from the project. Effects found not to be significant have not been included.

FINDINGS REGARDING SIGNIFICANT IMPACTS

BIOLOGICAL RESOURCES

Special-Status Animal Species

Adverse Environmental Effects:

The project would result in direct and indirect impacts to the following federally- and state-listed species:

- Valley elderberry longhorn beetle: 6 elderberry shrubs would be directly affected, and 28 elderberry shrubs indirectly affected.
- Giant garter snake: Approximately 4.265 acres of habitat would be permanently affected and approximately 3.669 acres temporarily affected.
- Western pond turtle: The project would have temporary effects on breeding and nesting activities within or near construction areas.
- Burrowing owl: The project would have temporary effects on nesting habitat within or near construction areas, including 0.03 acre of concentrated burrows.
- Swainson's hawk: The project would have temporary effects on foraging and nesting habitat within or near construction areas, and could result in stress, injury, or mortality to individuals during construction. Approximately 10 acres of Swainson's hawk foraging habitat would be permanently affected.

- Yellow-headed blackbird and tricolored blackbird: The project would have temporary effects on nesting habitat within or near construction areas.

Tree and vegetation removal would result in a temporary loss of nesting and foraging habitat for raptors, nesting birds, and migratory birds, including grasslands, oak woodlands, and riparian habitats.

The project would also result in temporary displacement of bats and temporary loss of bat roosting habitat for locations where culvert removal and tree trimming/removal would occur. If culvert work or tree removal would take place during the reproductive season (early May to August), there is a potential for direct mortality of young bats to occur.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/Environmental Assessment (EA). Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measures have been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts on special-status species. The full text of each measure is included in the Final EIR/EA.

- Western Pond Turtle (cease work)
- Pre-Construction Tricolored Blackbird and Yellow-Headed Blackbird Surveys
- Burrowing Owl Exclusion Plan
- Burrowing Owl Direct Disturbance
- White-Tailed Kite Consultation
- White-Tailed Kite Avoidance
- Valley Elderberry Longhorn Beetle Avoidance Area
- Valley Elderberry Longhorn Beetle Timing (for construction activities)
- Erosion Control and Re-Vegetation
- Elderberry Shrub Transplanting
- Compensation for Loss of Valley Elderberry Longhorn Beetle Habitat
- Giant Garter Snake Timing (for construction activities)
- Giant Garter Snake Exclusionary Fencing (during construction)
- Giant Garter Snake Escape Ramp (during construction period)
- Compensation for Loss of Giant Garter Snake Habitat
- Swainson's Hawk Agency Consultation

Wildlife Corridors and Wildlife Movement

Adverse Environmental Effects:

The project would result in temporary displacement of bats and temporary loss of potential bat roosting habitat for locations where culvert removal and tree trimming/removal would occur. If culvert work or tree removal would take place during the reproductive season (early May to August), there is a potential for direct mortality of young bats to occur. Permanent impacts could occur from bat mortality resulting from the removal of maternity roost habitat. No construction would occur on the existing bridge over

the Yolo Bypass, so the maternity colony that roosts under the bridge would not be directly impacted. Temporary impacts on bats would result from construction related noise, lights during night work, and vibration disturbance to bats roosting adjacent to active construction. These impacts have the potential to impact the bats by disturbing their behavior, growth, reproduction, or survival.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measures have been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts on special-status bat species. The full text of each measure is included in the Final EIR/EA.

- Tree Removal
- Preconstruction Bat Surveys
- Bat Protection Plan
- Structural Changes to Bat Roosting Habitat

Conflict With Provisions of An Adopted Plan

Adverse Environmental Effects:

The project is located within the boundaries of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. There is a Solano Multispecies Habitat Conservation Plan that is under development but not yet finalized.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measures have been determined to be feasible and, therefore, will be adopted to avoid, minimize, and fully mitigate project impacts related to potential conflicts with an adopted Yolo Habitat Conservation Plan/Natural Community Conservation Plan. The full text of each measure is included in the Final EIR/EA.

- Western Pond Turtle (cease work)
- Pre-Construction Tricolored Blackbird and Yellow-Headed Blackbird Surveys
- Burrowing Owl Exclusion Plan
- Burrowing Owl Direct Disturbance
- White-Tailed Kite Consultation

- White-Tailed Kite Avoidance
- Tree Removal
- Preconstruction Bat Surveys
- Bat Protection Plan
 - Structural Changes to Bat Roosting Habitat
 - Valley Elderberry Longhorn Beetle Avoidance Area
 - Valley Elderberry Longhorn Beetle Timing (for construction activities)
 - Elderberry Shrub Transplanting
 - Compensation for Loss of Valley Elderberry Longhorn Beetle Habitat
 - Giant Garter Snake Timing (for construction activities)
 - Giant Garter Snake Exclusionary Fencing (during construction)
 - Giant Garter Snake Escape Ramp (during construction period)
 - Compensation for Loss of Giant Garter Snake Habitat
 - Swainson’s Hawk Agency Consultation

ENERGY

Energy Consumption

Adverse Environmental Effect:

The project would result in short-term energy consumption related to manufacturing of construction materials, the use of construction equipment that requires petroleum fuels, and the use of construction workers’ motor vehicles as they travel to and from the site. Indirect energy consumption would result from traffic delays due to construction.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts on energy consumption. The full text of the measure is included in the Final EIR/EA.

- Prepare a Construction Energy Efficiency Plan

GEOLOGY AND SOILS

Seismic-Related Ground Failure

Adverse Environmental Effect:

There is low potential for seismic activity to occur during construction due to the distance from active faults project. However, seismic shaking creates opportunities for liquefaction, which could impact construction workers during construction, or result in safety issues to people and structures because of

soil erosion, subsidence, expansive soils, corrosive soils, surface fault rupture, seismic shaking, liquefaction, and landslides.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts due to seismic-related ground failure. The full text of each measure is included in the Final EIR/EA.

- Prepare Geotechnical Design Reports

Unstable Geologic Unit or Soils

Adverse Environmental Effect:

The project is not in an Alquist-Priolo Fault Zone or in an area that has historically been prone to landslides, lateral spreading, or subsidence. However, soil characteristics and shallow groundwater within the project area contribute to the potential for liquefaction.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts related to unstable geologic unit or soils. The full text of the measure is included in the Final EIR/EA.

- Prepare Geotechnical Design Reports

PALEONTOLOGY

Unique Paleontological Resource or Site, Or Unique Geologic Feature Adverse

Environmental Effect:

Significant fossil discoveries have occurred in formations in the immediate vicinity of the project boundary. While the discoveries were not found at the surface directly beneath the project activities, the depth of excavation required for structures work increases the risk of encountering these formations.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measures have been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts on paleontological resources. The full text of each measure is included in the Final EIR/EA.

- Prepare Paleontological Evaluation Report
- Prepare Paleontological Resources Management Plan
- Conduct Paleontological Resources Monitoring (during construction)

HAZARDS AND HAZARDOUS MATERIALS

Wildland Fire Prevention

Adverse Environmental Effect:

Project construction would involve the use of hazardous materials including fuels such as gasoline or diesel, hydraulic oils, paints, solvents, or other industrial chemicals necessary for maintaining vehicles and equipment. Said material can be flammable.

Once project construction is completed, the roadway corridor would continue to serve the same use as existing conditions and would not create a new roadway alignment within a high fire severity zone. Measure will be taken to lessen the wildfire risk of the project.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts related to wildland fire hazards. The full text of each measure is included in the Final EIR/EA.

- During The Construction, Caltrans will Implement Fire Prevention Practices to Reduce the Potential for Wildfire

HYDROLOGY AND WATER QUALITY

Alteration Of Drainage Patterns, Increased Runoff and Flooding, Exceed Capacity of Stormwater Drainage Systems, Additional Polluted Runoff

Adverse Environmental Effect:

Construction of the project would involve land-disturbing activities, use of construction equipment, clearing and grading, excavation, and temporary staging of materials. As a result, during construction, the project would potentially result in changes in topography or ground surface features; an increase in wind or water erosion of on-site or off-site soils, resulting in changes to soil deposition and/or erosion; and the discharge of storm water runoff and pollutants which have the potential to affect water quality in Putah Creek, Willow Slough Bypass, Sacramento River, and Delta Waterways.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts on drainage and runoff. The full text of each measure is included in the Final EIR/EA.

- Culvert Replacement Best Management Practices and Construction Monitoring

NOISE

Temporary or permanent increase in ambient noise levels in excess of applicable standards.

Adverse Environmental Effect:

Construction activities (e.g., heavy construction equipment, heavy-duty trucks) would result in temporary increases to noise levels at adjacent sensitive receptors. Noise levels would not exceed quantitative noise limits established by Caltrans except for nighttime work, which could result in an exceedance.

Findings

Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

Statement of Facts

The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts related to construction noise. The full text of each measure is included in the Final EIR/EA.

- Restrict Nighttime Noise-Generating Construction Activities

FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

TRANSPORTATION

Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) Adverse

Environmental Effect:

As discussed in the Final EIR/EA, the project would result in improved vehicular operational conditions that would result in reduced vehicular delays and congestion within the project corridor; however, the project would also result in induced vehicle miles traveled (VMT) (Section 2.2.10.7, Table 2.1-26), which represents a significant impact.

Findings

Feasible mitigation measures will not reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. Changes or alterations have been required in, or incorporated into, the project, which substantially lessen the significant environmental effect as identified in the Final EIR/EA. Such changes or alterations are within the responsibility and jurisdiction of another public agency (the Department) and not YoloTD. Such changes have been adopted by the Department or can and should be adopted by the Department.

YoloTD finds that no additional feasible alternatives or mitigation measures within its authority are available to reduce the environmental impacts of the project to less than significant levels. Therefore, pursuant to Public Resources Code Section 21081(b), YoloTD finds that specific overriding economic, legal, social, technological, and other benefits of the project outweigh this significant and unavoidable impact, as reflected in YoloTD's Statement of Overriding Considerations.

Statement of Facts

The I-80 and US-50 corridors experience high travel demand, especially during peak commute periods and weekends. This demand has created severe traffic congestion and impaired mobility along the route. Congestion at various locations, specifically I-80 through Davis and along the Yolo Bypass Causeway between Davis and West Sacramento, can be especially severe and is caused by a combination of high demand and bottleneck design. Traffic congestion along the I-80 and US-50 within the project limits has impacted public transit headway times and reliability, especially during peak commute periods which are critical times for ridership. Additionally, heavy congestion and stop and go conditions, has impacted movement of freight and commute times.

The purpose of this project is to improve multimodal mobility on I-80 and US-50 in Yolo and Sacramento Counties. This project will decrease congestion through the corridor and the effects congestion has on transit and freight. It will improve transit headway times, reliability, access, and viability through the corridor. This project will also increase freight and people throughput via congestion reduction. The project will also address non-recurrent congestion caused by incidents, including collisions, by improving incident detection, verification, response and clearing and the addition of intelligent transportation systems will provide safer travel for motorists.

This project is being approved despite the above referenced transportation impact not being fully mitigable. The project was unable to mitigate for the full amount of additional VMT (approximately 110 million annually) due to various factors related to infeasibility. The feasibility factors used for

evaluation included reasonable cost-to-VMT benefit ratios; whether specific measures were included in a local agency planning document; whether the measure is within the realm of responsibility of another public agency or jurisdiction; inclusion in Sacramento Area Council of Governments Metropolitan Transportation Plan/Sustainable Communities Strategy which would rule out the ability to claim VMT reduction credit; or whether the Yolo 80 project's proposed financial contribution would be sufficient enough to make a reasonable and feasible claim for full VMT credit.

After a thorough solicitation process with local agencies and stakeholders to provide a list of potential VMT reducing measures, analysis was conducted using the above listed feasibility factors on each potential mitigation measure. The following mitigation measure has been determined to be feasible and therefore, will be adopted to avoid, minimize, and fully mitigate project impacts related to construction noise. The full text of each measure is included in the Final EIR/EA.

- Reduce Induced VMT Effects of The Project by Contributing Funding to Regional VMT Reducing Measures

Application of this measure would yield a VMT reduction of 50 percent for the preferred alternative. By incorporating the VMT mitigation measures, the project will be able to mitigate 55,601,500 annual VMT. VMT mitigation will be funded with the project's mitigation budget of \$55 million. YoloTD finds that no additional feasible alternatives or mitigation measures within its authority are available to further reduce the project's VMT impact.

Despite the high VMT generated, the project will provide multi-modal benefits to not only users of the state highway system but also to the surrounding communities. The proposed project benefits outweigh the unavoidable VMT adverse impacts.

Pursuant to Section 15093 of the State CEQA Guidelines, decision-makers are required to balance the benefits of a project against its unavoidable environmental risks in determining whether to approve a project. The Project will increase person throughput, improve merge/diverge and short weaving by constructing auxiliary lanes at interchanges used by Port of West Sacramento freight users (thereby improving freeway mainline operations, freight reliability, freight economic competitiveness and efficiency).

To the extent the significant effects of the project are not avoided or substantially lessened to a level of insignificance, YoloTD, having reviewed and considered the information contained in the Final EIR for the Yolo 80 Corridor Improvements Project (EA 03-3H900), and having reviewed and considered the information contained in the public record, and having balanced the benefits of the project against the unavoidable effects which remain, finds that such unmitigated effects to be acceptable in consideration of the overriding considerations.

Autumn Bernstein
Executive Director

Date

ATTACHMENT 1b: Statement of Overriding Considerations

Project Name: Yolo 80 Managed Lanes

YOLO COUNTY TRANSPORTATION DISTRICT STATEMENT OF OVERRIDING CONSIDERATIONS FOR YOLO 80 MANAGED LANES PROJECT TO CONSTRUCT IMPROVEMENTS CONSISTING OF A HIGH OCCUPANCY TOLL LANE (HOT 3+) IN EACH DIRECTION WITH DIRECT CONNECTORS, PEDESTRIAN/BICYCLE FACILITIES, PARK-N-RIDE, AND INTELLIGENT TRANSPORTATION SYSTEM ELEMENTS ON I-80 BETWEEN POST MILES (PMs) 40.7 AND 44.7 IN SOLANO COUNTY, BETWEEN PMs 0.00 AND 11.72 IN YOLO COUNTY, AND BETWEEN PMs 0.00 AND 1.36 IN SACRAMENTO COUNTY; ON U.S. 50 BETWEEN PMs 0.00 AND 3.12 IN YOLO COUNTY AND BETWEEN PMs 0.00 AND 0.617 IN SACRAMENTO COUNTY

The following information is presented to comply with State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15093 and 15096. Reference is made to the [Final Environmental Impact Report](#) (Final EIR) for the project, which is the basic source for the information.

The Yolo County Transportation District, in its independent judgment as a CEQA responsible agency, reviewed and considered the Final EIR prepared by the California Department of Transportation and finds that the Final EIR contains a complete, objective, and substantiated reporting of the project's potential impacts.

The following impacts have been identified as significant and not fully mitigable:

- Transportation – the project would conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) as it would increase vehicle miles traveled (VMT). Refer to the Final EIR for a full description of the impacts.

Pursuant to Section 15093 of the State CEQA Guidelines, decision-makers are required to balance the benefits of a project against its unavoidable environmental risks in determining whether to approve a project. CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered acceptable.

Overriding considerations that support approval of this recommended project are as follows:

The I-80 and US-50 corridors experience high travel demand, especially during peak commute periods and weekends. This demand has created severe traffic congestion and impaired mobility along the route. Congestion at various locations, specifically I-80 through Davis and along the Yolo Bypass Causeway between Davis and West Sacramento, can be especially severe and is caused by a combination of high demand and bottleneck design. Traffic congestion along the I-80 and US-50 within the project limits has impacted public transit headway times and reliability, especially during peak commute periods which are critical times for ridership. Additionally, heavy congestion and stop and go conditions, has impacted movement of freight and commute times.

The purpose of this project is to improve multimodal mobility on I-80 and US-50 in Yolo and Sacramento Counties. This project will decrease congestion through the corridor and the effects congestion has on transit and freight. It will improve transit headway times, reliability, access, and viability through the corridor. This project will also increase freight and people throughput via congestion reduction. The project will also address non-recurrent congestion caused by incidents, including collisions, by improving incident detection, verification,

response and clearing and the addition of intelligent transportation systems will provide safer travel for motorists.

This project is being approved despite the above referenced transportation impact not being fully mitigable. The project was unable to mitigate for the full amount of additional VMT (approximately 110 million annually) due to various factors related to infeasibility. The feasibility factors used for evaluation included reasonable cost-to-VMT benefit ratios; whether specific measures were included in a local agency planning document; whether the measure is within the realm of responsibility of another public agency or jurisdiction; inclusion in Sacramento Area Council of Governments Metropolitan Transportation Plan/Sustainable Communities Strategy which would rule out the ability to claim VMT reduction credit; or whether the Yolo 80 project's proposed financial contribution would be sufficient enough to make a reasonable and feasible claim for full VMT credit.

After a thorough solicitation process with local agencies and stakeholders to provide a list of potential VMT reducing measures, analysis was conducted using the above listed feasibility factors on each potential mitigation measure. The Department identified the following feasible mitigation measure (the full text of which is included in the Final EIR/EA):

- Reduce Induced VMT Effects of The Project by Contributing Funding to Regional VMT Reducing Measures

Application of this measure would yield a VMT reduction of 50 percent for the preferred alternative. By incorporating the VMT mitigation measures, the project will be able to mitigate 55,601,500 annual VMT, or roughly 50 percent. The 50 percent VMT mitigation will be funded with the project's mitigation budget of \$55 million. YoloTD has determined that no additional feasible alternatives or mitigation measures within its authority are available to further reduce the project's VMT impact.

Despite the high VMT generated, the project will provide multi-modal benefits to not only users of the state highway system but also to the surrounding communities. The proposed project benefits outweigh the unavoidable VMT adverse impacts.

Pursuant to Section 15093 of the State CEQA Guidelines, decision-makers are required to balance the benefits of a project against its unavoidable environmental risks in determining whether to approve a project. The Project will increase person throughput, improve merge/diverge and short weaving by constructing auxiliary lanes at interchanges used by Port of West Sacramento freight users (thereby improving freeway mainline operations, freight reliability, freight economic competitiveness and efficiency).

To the extent the significant effects of the project are not avoided or substantially lessened to a level of insignificance, the Yolo County Transportation District, having reviewed and considered the information contained in the Final EIR for the Yolo 80 Corridor Improvements Project (EA 03-3H900), and having reviewed and considered the information contained in the public record, and having balanced the benefits of the project against the unavoidable effects which remain, finds such unmitigated effects to be acceptable in consideration of the overriding considerations discussed herein.

Autumn Bernstein, Executive Director

Date

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

Topic: Approve Resolution 2024-14 authorizing the Executive Director to execute a Capital Project Transfer and Expenditure Contract with Caltrans for \$85.9 million for design and construction of the Yolo 80 Managed Lanes project	Agenda Item#:	<h1>7</h1> Action
	Agenda Type:	
Prepared By: B. Abbanat		Meeting Date: July 8, 2024

RECOMMENDATION:

Approve Resolution 2024-14 authorizing the Executive Director to execute a Capital Project Transfer and Expenditure contract with Caltrans for \$85.9 million for design and construction of the Yolo 80 Managed Lanes project.

BACKGROUND:

Project Status and Recent Milestones

The Yolo 80 Managed Lanes project has reached an important milestone in its development. To summarize, Phase 1 is now completely funded, the final Environmental Impact Report (EIR) has been filed, and the Capital Area Regional Tolling Authority (CARTA) has been granted tolling authority for Phase 1 by the California Transportation Commission (CTC). Below is a project summary table:

<u>Cost</u>	<u>Amount</u>
Total Project Cost (Phase 1)	\$199,960,000
 <u>Funding (Phase 1)</u>	 <u>Amount</u>
Federal INFRA Grant	\$85,900,000
Other Federal Funds (SACOG, CMAQ)	\$1,560,000
State TCEP Grant	\$105,000,000
Other Funding	\$7,500,000
Total:	\$199,960,000

The completion status of major project development phases is indicated in the table below.

Project Phase / Task	Completion
Planning	✓
Environmental	✓
Engineering	✓

Project Phase / Task	Completion
Right of Way	✓
Tolling Authority	✓
Project Funding	✓
Construction Start	
Tolling Ordinance & Equity Plan	Occurs in parallel with construction

Key Milestones Since Jan 2024 YoloTD Board Meeting:

At the January 2024 meeting, staff shared action the YoloTD Board took on the Yolo 80 Managed Lanes Project, including:

1. Approving the Joint Powers Authority (JPA) agreement with the Sacramento Area Council of Governments (SACOG) and the California Department of Transportation (Caltrans) establishing the Capitol Area Regional Tolling Authority (CARTA); and
2. Approving the resolution consenting to CARTA’s submission of a Toll Facility Application to the California Transportation Commission (CTC) for Yolo 80 pursuant to Assembly Bill (AB) 194.

Key Activities Since January 2024 Board Meeting

1. First CARTA Board Meeting

CARTA was established via Board actions from the Sacramento Area Council of Governments (SACOG) and YoloTD at their respective January 2024 Board meetings. The CARTA Board currently consists of five voting Board members, including one voting position for Caltrans District 3. CARTA is staffed in the interim by SACOG until the CARTA Board determines a more permanent organizational structure. At the first Board meeting on February 15th, CARTA took the following actions:

- Elected Chair / Vice Chair / Secretary (Oscar Villegas / Dr. Dawnté Early / James Corless)
- Adopted bylaws
- Approved 2024 CARTA meeting schedule
- Approved submittal of Yolo 80 Toll Facility Application on behalf of CARTA

2. FHWA Approves Project Term Sheet

The \$85.9 million project funding is administered by the Federal Highways Administration (FHWA). An FHWA requirement is an approved term sheet finalizing project scope, schedule, and budget assumptions along with any proposed scope of work changes. YoloTD and Caltrans coordinated with FHWA staff regarding our intent to change the scope of work from carpool lanes – which reflected the original grant application – to tolled managed lanes (High Occupancy Toll 3+). The project also needed FHWA approval to reduce the project’s lane miles (for Phase 1) due to the cost difference between carpool lanes and HOT 3+ lanes. In late February, the project team learned that FHWA approved the requested scope changes.

3. TCEP Grant Resubmittal

In early March, Caltrans District 3 submitted a revised grant application to the CTC’s Trade Corridors Enhancement Program (TCEP) to fully fund Phase 1 construction. This item was initially

scheduled for CTC action at their March meeting; it was later rescheduled for their May 16th meeting.

4. Yolo 80 Managed Lanes Tolling Authority Application

YoloTD, SACOG, Caltrans District 3, and consultants WSP coordinated to complete and submit the CARTA toll facility application to the CTC in mid-March.

5. CTC Hosts CARTA Tolling Application Public Hearing

Consistent with AB 194 requirements, the California Transportation Commission hosted a public hearing on April 9th in West Sacramento to receive a presentation from the CARTA team and input from members of the public.

6. SACOG Hosts Interagency Consultation on Project-Level Air Quality Conformity

On April 16th, SACOG hosted an interagency consultation meeting with Caltrans District 3, FHWA, EPA, and CARB to determine whether the Yolo 80 Managed Lanes project is a project of air quality concern. At a subsequent meeting EPA and CARB, who have jurisdiction over the topic, made a determination that it was not a project of air quality concern.

7. Environmental Process Complete

Caltrans received several hundred comments on the Yolo 80 Managed Lanes EIR and provided responses. Caltrans released responses to comments from governmental agencies around April 5th. The Notice of Determination was filed on May 1st. The Final Environmental Document (FED) can be found at the below link:

<https://ceqanet.opr.ca.gov/2021060117/5>

8. YoloTD Citizens Advisory Committee: Caltrans Capital Project Transfer and Expenditure Contract to Obligate INFRA Funds

On May 7, the YoloTD Citizens Advisory Committee held a spirited discussion around the project and the significance of obligating the INFRA funds (subject of this staff report). Two motions were made at the meeting: The first motion recommended against obligating the INFRA funds, which failed on a 2-3 vote. The second motion approved the staff recommendation to obligate the INFRA funds, which carried on a 3-2 vote.

9. California Transportation Commission Approves TCEP and Tolling Authority Applications

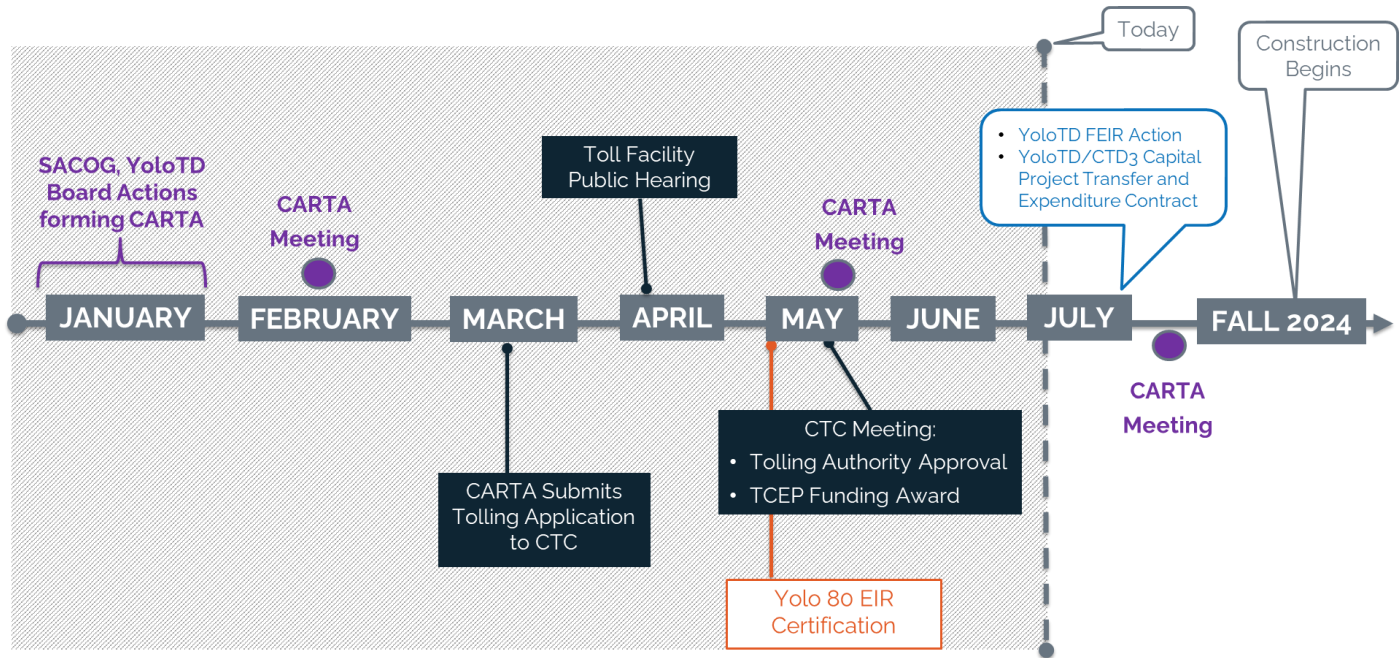
On May 16th, the CTC approved Caltrans District 3's \$105 million TCEP advance funding request, which filled the project funding gap. The CTC also approved CARTA's tolling application request for the Yolo 80 Managed Lanes Phase 1 segment.

Remaining Project-Related Activities

Important project activities remain to be addressed after construction gets underway;. Agenda Item 8 discusses upcoming project-related activities which will be by YoloTD.

Project Timeline

The following timeline illustrates key milestones completed to date and anticipated construction start for the Yolo 80 Managed Lanes project.



Staff Recommendation: Approve Caltrans Capital Project Transfer and Expenditure Contract for \$85.9 Million INFRA Funds

The proposed action is the final YoloTD Board discretionary action enabling Caltrans to begin construction on Phase 1 of the Yolo 80 Managed Lanes project. Specifically, this action would approve a Capital Project Transfer and Expenditure contract with Caltrans District 3 authorizing them to commence reimbursable work with the \$85.9 million INFRA funds.

The INFRA funds were awarded to YoloTD by the US Dept of Transportation (USDOT) and administered by the Federal Highways Administration (FHWA). If the Board approves this contract, control of INFRA funding will be transferred from YoloTD to Caltrans.

The INFRA grant award stipulates that construction begin in September 2024 to avoid loss or penalty of the \$85.9 million in funds. Caltrans listed the project for construction bids in June 2024, thereby triggering INFRA grant-eligible expenses. Since YoloTD is the recipient of the \$85.9 million INFRA funds and Caltrans District 3 is responsible for constructing the project, an agreement is needed for Caltrans to award the construction contract and commence this work. Under the terms of this agreement, Caltrans would be allowed to directly invoice FHWA for expenses incurred.

YoloTD staff and Special Counsel Kirk Trost have worked with Caltrans staff and legal counsel to develop the proposed contract. The contract includes the following key provisions:

- Describes the project in detail, including location, lane type, project activities, and mitigation measures, for which the funds can be used;
- Prohibits Caltrans from making changes to the scope, cost, schedule or benefits of the project without

consent from YoloTD;

Requires Caltrans to fully comply with all FHWA provisions;

- In the event of cost overruns, Caltrans and YoloTD will jointly seek funding to cover additional project costs;
- Indemnifies YoloTD against any claims made against Caltrans in its performance of this contract.

These provisions provide assurances that the vision and goals of the Yolo Transportation District Board of Directors will be respected and carried out by Caltrans.

Attachment

A. Resolution 2024-14

B. Draft Capital Project Transfer and Expenditure Contract

ATTACHMENT A

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. R 2024-14 AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A
CAPITAL PROJECT TRANSFER AND EXPENDITURE CONTRACT WITH CALTRANS FOR THE
YOLO 80 MANAGED LANES PROJECT WITH \$85.9 MILLION INFRA FUNDS**

WHEREAS, the Yolo County Transportation District, in partnership with the California Department of Transportation, and with the support and cooperation of SACOG, is pursuing a project to improve certain portions of Interstate 80 and Highway 50 within Yolo County, and the project will include toll lanes in both directions; and

WHEREAS, in summer 2021, the Yolo County Transportation District was awarded \$85.9 million for design and construction from the Federal Highways Administration's (FHWA) Infrastructure for Rebuilding America (INFRA) grant program;

WHEREAS, the Yolo 80 Managed Lanes project will be the first tolled lane facility in the Sacramento Region; and

WHEREAS, on January 24th 2024, the Capital Area Regional Tolling Authority (CARTA), a joint powers regional tolling authority, was formed to coordinate and manage toll lanes in the Sacramento Region; and

WHEREAS, on May 16th 2024, the California Transportation Commission (CTC) approved CARTA's tolling authorization application for the Yolo 80 Managed Lanes project; and

WHEREAS, Caltrans District 3 is responsible for constructing the project and a CAPITAL PROJECT TRANSFER AND EXPENDITURE CONTRACT is needed to transfer the INFRA funds to Caltrans and to allow Caltrans to directly invoice FHWA for expenses incurred; and

NOW THEREFORE, BE IT RESOLVED BY THE YOLO COUNTY TRANSPORTATION DISTRICT, that the Executive Director is authorized to execute a CAPITAL PROJECT TRANSFER AND EXPENDITURE CONTRACT with Caltrans District 3 to commence INFRA-eligible reimbursable work on the Yolo 80 Managed Lanes project.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 8th day of July, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Autumn Bernstein
Executive Director

Approved as to Form:

Kimberly Hood, District Counsel

YOLO COUNTY TRANSPORTATION DISTRICT
 INFRASTRUCTURE FOR REBUILDING AMERICA
 CAPITAL PROJECT TRANSFER AND EXPENDITURE CONTRACT

YOLO 80 MANAGED LANES

This Contract is made as of _____ by and between the **Yolo County Transportation District**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "District", and the **California Department of Transportation**, hereinafter called "Caltrans."

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the District to Caltrans of \$85,900,000 Infrastructure for Rebuilding America (INFRA) funds awarded from the Federal Highways Administration (FHWA) to the District, including both Plans, Specifications, and Estimates (PS&E) and Construction Capital (CON CAP) funds, for the Capital Project described in Section 2.
 - b. Set forth Caltrans' obligations with respect to the expenditure thereof.
2. Description of Capital Project. The Capital Project funded by this Contract is:

On I-80 from Kidwell Road near eastern Solano County to the I-80/US 50 separation in Yolo County, and on US 50 from the I-80/US 50 separation to Jefferson Boulevard. Tolloed managed lanes will be implemented from the Solano/Yolo County line to the I-80/US 50 separation in the eastbound direction, and from the I-80/US 50 separation to Mace Boulevard in the westbound direction, for a total of 17 lane miles. Project also includes mitigation of induced vehicle miles traveled through separate agreements with each agency implementing mitigation measures.

3. Amount of Transfer and Phases of Expenditure. The transfer of funds from the District to Caltrans is per the funding table below:

Fund Type	Amount	Phase
INFRA	\$3,000,000	PS&E
INFRA	\$82,900,000	CON CAP

No additional funds will be provided under this contract.

4. Compliance. Notwithstanding anything to the contrary in this agreement, Caltrans shall not make changes to the scope, cost, schedule or benefits of the project, without District consent and approval by the CTC.

The use and expenditure of federal INFRA funds by Caltrans shall be in full compliance with

the provisions of the FHWA, this Contract, and all other applicable contractual and legal requirements.

- 5. Cost Variations. In the event the actual CON CAP cost of the Capital Project is more than the transferred amount, Caltrans and the District will jointly seek funds for any cost variations, if necessary.

- 6. Indemnity and Hold Harmless. Caltrans shall indemnify and save harmless the District, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Caltrans whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by District.

The parties promise and agree to abide by the terms of this Contract as set forth above.

Yolo County Transportation District

California Department of Transportation

By _____
(Executive Director)

By _____
(Authorized Officer's Signature)

Greg Wong
(Officer's Printed Name)

Deputy Director
Program, Project, and Asset Management
District 3
(Officer's Title)

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Approve Resolution 2024-15 Authorizing the Executive Director to Release a Request for Qualifications (RFQ) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project and Terminate Agreement with WSP, USA Inc. for Tolling Advanced Planning consulting services.	Agenda Item#:	8
		Action
	Agenda Type:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat		Meeting Date: July 8, 2024

RECOMMENDATION:

Approve Resolution 2024-15 to:

1. Authorizing the Executive Director to Release a Request for Qualifications (RFQ) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project
2. Terminating agreement with WSP, USA Inc. for Tolling Advanced Planning consulting services.

BACKGROUND:

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

In June 2023, YoloTD was awarded \$2 million in SACOG Regional Funding for the tolling advanced planning activities, above. Staff obligated this funding and received a Notice to Proceed from Caltrans Local Assistance in late October 2023 so Tolling Advance Planning activities could be reimbursed by this funding source. At the November 13, 2023 YoloTD Board meeting the Board authorized up to \$280,000 in reimbursable Tolling Advanced Planning activities.

When funding obligation was approved and a Notice to Proceed was received from Caltrans, staff incorrectly understood this to mean WSP could continue providing consulting services under their existing competitively-selected agreement for this funding. However, upon submitting an initial reimbursement invoice to Caltrans, staff learned that a federally compliant consultant selection and procurement process was required. That is, YoloTD needed to “re-bid” for consulting services. Staff immediately issued a stop work order to WSP at which point approximately \$240,000 in YoloTD expenses were incurred.

The original SACOG grant application included \$330,000 of in-kind staff costs representing YoloTD’s required 11.47% local match. Thus, YoloTD direct project expenses incurred (i.e. consultant costs) would be reimbursed at 88.53%. Conversations with Caltrans Local Assistance have confirmed that YoloTD expenses incurred to date (\$240,000) can be credited towards a cash local match with future YoloTD project invoices being reimbursed at 100%. Furthermore, staff expenses between October 2023 and the WSP stop order date are eligible expenses and reimbursable by Caltrans. Staff expect to recover the \$240,000 YoloTD incurred expenses with future Caltrans project reimbursements.

Recommendation to Terminate Existing WSP Agreement

Because the WSP stop work order is considered temporary in the agreement language and YoloTD must re-bid the project for consulting services, staff recommends formally terminating the existing agreement with WSP. WSP is eligible to provide a submittal in response to the RFQ.

Recommendation to Release RFQ for Tolling Advanced Planning Consulting Services

While some tolling advanced planning tasks in the SACOG grant-funded scope of work have been completed (e.g. Concept of Operations and CTC Application), many remain to be completed prior to the Yolo 80 Managed Lanes construction completion in Fall 2027. To continue Yolo 80 Managed Lanes tolling advanced planning activities, consulting services must be procured following a federally compliant process. Below is the expected forthcoming scope of work:

Process Mapping and General Technical Advisory Services: Consultants will help provide a clear understanding of the Yolo 80 Managed Lane tolling process from this point through construction and operation of the tolled lanes. This includes planning, design, procurement, integration, and management. Assistance is also needed throughout the process to analyze respective agency roles and political considerations among CARTA members including Caltrans, YoloTD, and SACOG.

General technical advisory services are needed to supplement staff knowledge in highway tolling and to ensure YoloTD is well informed to represent the organization's interests for both the Yolo 80 Managed Lanes project and CARTA-led regional tolling planning efforts. Technical guidance services are assumed to carry through opening of tolled managed lanes and until the tolling facility operations are well established.

Roadside Toll System Procurement Request for Proposals: 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.

Level 2 Traffic and Revenue Study: A Level 2 Traffic and Revenue study will provide higher resolution cost and revenue estimates for the CARTA Board of Directors to consider when developing their tolling ordinance for project adoption. Updates existing Caltrans District 3 Level 1 T&R to reflect a wider range of operational policy options than assumed in the California Transportation Commission tolling authority application.

Community Outreach and Engagement: Community engagement will be needed to keep highway road users and adjacent communities informed of project operational policies under consideration prior to construction completion. This also includes various board briefings, general public outreach, external stakeholder & electeds outreach, and more.

Legal Advisory Services: Continued legal counsel is needed to represent YoloTD's interests throughout the Tolling Advanced Planning process, particularly with respect to proposed CARTA policies, development of regional and/or project-specific equity plan, VMT Mitigation Plan implementation, among others.

Countywide Transportation Demand Management (TDM) Organizational Study: The Yolo 80 Managed Lanes project EIR VMT Mitigation Plan includes a substantial investment in a "Voluntary Trip Reduction Program" (i.e. TDM program) for the corridor. The organizational study will help identify the appropriate organizational structure to deploy a program on the scale committed to in the EIR.

Project-Specific Equity Planning (optional): While CARTA is expected to develop a regional equity planning framework, a possibility exists that a role may exist for YoloTD to develop a more detailed equity program implementation plan for the Yolo80 Managed Lanes project within CARTA's broader regional equity plan framework and the Level 2 T&R study. This is a developing discussion topic and thus, included in this RFP as an optional task depending on how it unfolds as continued discussions are needed between CARTA, YoloTD,

Local agencies receiving federal funding are required to adhere to Chapter 10 of the Caltrans Local Assistance Procedures Manual for consultant procurement selection processes and for authorizing Boards to acknowledge this via adopted resolution. Attached to this staff report is a resolution authorizing release of the RFQ and YCTD staff's commitment to complying the LAPM for consultant procurement. Staff will return to the YoloTD Board to execute the agreement, which is expected in either September or October.

BUDGET IMPACT:

Notwithstanding the \$240,000 in direct expenses already incurred, no additional expenses are anticipated with Board approval. The below table illustrates the Tolling Advanced Planning budget assumptions moving forward:

Task #	Task Summary	Consultant	Staff Time	Cash Match
1	Project Management & Controls	\$ 45,600	\$4,400	
2	Concept of Operations	Complete		\$95,100
3	Traffic & Revenue Study	\$ 300,000	\$30,000	
4	Outreach	\$ 130,000	\$48,000	
5	Governance	\$150,000	\$15,000	
6	CTC Application	Complete		\$144,900
7	Roadside Toll System Procurement RFP	\$550,000	\$60,000	
8	Equity Framework and Program	\$250,000	\$30,000	
9	Process Mapping and Advisory Services	\$165,000	\$24,000	
10	Countywide TDM Organizational Study	\$180,000	\$18,000	
Total		\$1,770,600	\$229,400	\$240,000
Grant Total		\$2,000,000		
Project Total		\$2,240,000		

Attachments

- A. Resolution 2024-15 Authorizing Release of RFQ and Terminating Agreement with WSP, Inc.
- B. Draft Request for Qualifications

ATTACHMENT A

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. R 2024-15 AUTHORIZING RELEASE OF REQUEST FOR QUALIFICATIONS
(RFQ) FOR YOLO 80 MANAGED LANES TOLLING ADVANCED PLANNING AND
TERMINATING AGREEMENT WITH WSP, INC.**

WHEREAS, in June 2023 the Yolo County Transportation District (YCTD) was awarded a \$2.0 million grant in federal funds from the Sacramento Area Council of Governments (SACOG) Regional Funding Transformative Program for the subject project; and

WHEREAS, two grant-related scope of work tasks were completed by WSP Inc. using approximately \$240,000 in local cash match contributions; and

WHEREAS, remaining grant award scope of work tasks must be completed via a federally-compliant procurement process; and

WHEREAS, consulting assistance is needed for the remaining grant award scope of work items for the Yolo 80 Managed Lanes project including 1) process mapping and general technical advisory services, 2) roadside toll system procurement request for proposals, 3) Level 2 traffic and revenue study, 4) community outreach and engagement, 5) legal advisory services, 6) countywide transportation demand management organizational study, and 7) equity planning and program development; and

WHEREAS, project receiving federal funding must comply with Caltrans' Local Assistance Procedure Manual (LAPM) Chapter 10 for consultant procurement; and

WHEREAS, YCTD intends to procure consulting services via a one-step RFQ process

WHEREAS, staff will return to the YCTD Board to execute a consulting services agreement at a future meeting;

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California authorizes for the Yolo 80 Managed Lanes project the Executive Director to:

1. Release an RFQ for tolling advance planning compliant with Caltrans LAPM Chapter 10.
2. Terminate the existing agreement with WSP, Inc.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 8th day of July, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

ATTACHMENT B

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

Tolling Advance Planning for the Yolo 80 Managed Lanes Project.



350 Industrial Way, Woodland, CA 95776
(530) 661-0816 | Yolobus.com

Brian Abbanat

Planning Director

BABBANAT@YCTD.ORG

530.402.2879

KEY RFQ DATES (Subject to change):

Issue Date:	7/9/2024
Deadline for Questions:	xx/xx/2024
Submittals Due Date:	8/5/2024
Presentation/Interviews (if needed):	8/14/2024

Contents

<u>1.</u>	<u>Request for Qualifications</u>	82
<u>1.1</u>	<u>Invitation</u>	82
<u>1.2</u>	<u>Procurement Schedule</u>	82
<u>1.3</u>	<u>Organization of Submittal Materials</u>	82
<u>1.4</u>	<u>Submittals</u>	82
<u>1.5</u>	<u>Amendment and/or Postponement</u>	83
<u>1.6</u>	<u>Evaluation and Selection Process</u>	83
<u>1.7</u>	<u>Evaluation and Selection Criteria</u>	84
<u>1.8</u>	<u>Interviews, Discussions, and Negotiations</u>	84
<u>1.9</u>	<u>General Terms and Conditions</u>	85
<u>2.</u>	<u>Background and Scope of Work</u>	85
<u>2.1</u>	<u>Purpose</u>	85
<u>2.2</u>	<u>Project Description</u>	87
<u>2.3</u>	<u>Background</u>	87
<u>2.4</u>	<u>Scope of Work</u>	90
<u>3.</u>	<u>Submittals</u>	92
<u>4.</u>	<u>Sample Agreement</u>	Error! Bookmark not defined.

1. Request for Qualifications

1.1 Invitation

The Yolo County Transportation District (hereinafter “YCTD”) is seeking Submittals from responsible firms for **YCTD RFQ #24-XX, Tolling Advance Planning for Yolo 80 Managed Lanes Project.**

1.2 Procurement Schedule

The procurement process schedule follows:

Milestone	Date
Issue date of RFQ	7/9/2024
Submission Deadline	8/5/2024
Submittals Evaluations	8/5/2024 – 8/9/2024
Consultant Interviews (if needed)	8/14/2024
Consultant Selection/ Award Announcements	Week of 8/19/2024
Contract Execution	9/9/2024

This schedule is tentative and may be changed by YCTD at any time.

Inquiry and Questions

Effective immediately upon release of the Request for Qualifications (RFQ) and until notice of contract award, all official communications from consultants regarding the requirements of this RFQ shall be directed to Brian Abbanat, Planning Director, at babbanat@yctd.org.

1.3 Organization of Submittal Materials

To enhance the comparability and facilitate evaluation, all Submittals must be organized as follows:

1. Letter of Interest (2 page maximum)
2. Team Qualifications (2 page maximum)
3. Example Projects (6 page maximum)
4. Supporting Documentation
 - a. Organizational Chart (1 page maximum)
 - b. Key Staff Resumes
 - c. Table of Cost Rates
 - d. References

1.4 Submittals

Submittals shall be sent electronically to Brian Abbanat, Planning Director, at babbanat@yctd.org before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your Submittal is near this size or greater, please provide link to a shared drive where they can be downloaded:

Tolling Advance Planning for Yolo 80 Managed Lanes Project, RFQ #24-XX
Yolo County Transportation District
Attn: Brian Abbanat, Senior Planner
350 Industrial Way
Woodland, CA 95776

Note: YCTD staff work hybrid schedules. Please send inquiries via e-mail.

1.5 Amendment and/or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for receiving Submittals. Further, YCTD reserves the right to unilaterally revise or amend the scope of work up to the time set for receiving Submittals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective consultants and a copy will be posted on YCTD's website. The deadline for Submittals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for Submittals. Consultants are requested to acknowledge receipt of all addendums as part of the Submittals. Failure to acknowledge an addendum will not automatically disqualify a consultant, but failure to address any changes in the Submittals may lead to a lower score than would otherwise be the case. Any consultant whose Submittals have already been sent to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their Submittals.

1.6 Evaluation and Selection Process

YCTD is conducting a single-step RFQ process for selecting a consulting team, consistent with Caltrans LAPM Chapter 10.1.4.

Responsiveness

For consultants to be considered for the Contract, Submittals must be responsive to the RFQ, and YCTD must be able to determine that the consultants can perform the Contract satisfactorily. Responsive Submittals are those complying in all material aspects of the solicitation. Consultants may, at any time after the submission of the Submittals, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible consultant. Refusal to provide requested information may result in the consultants being declared nonresponsive and disqualified.

Consultants are expected to agree with the terms contained or referenced herein. Consultants should therefore not make any changes to these terms, nor restate any provisions in their Submittals or supporting material. However, if the consultant has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFQ. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept Submittals that offer exceptions to YCTD's general terms and conditions. YCTD may negotiate such exceptions with consultants that fall within the overall competitive range. Should YCTD and a consultant fail to come to acceptable terms, that consultant shall be eliminated from consideration for contract award.

YCTD will evaluate all Submittals submitted for this project. To be acceptable, Submittals shall comply with Section 1.3 requirements.

1.7 Evaluation and Selection Criteria

All Submittals will be initially evaluated and ranked by the Evaluation Committee based on the weighted evaluation criteria in Table 1.

Evaluation Form

Each member of the Evaluation Committee shall complete an evaluation form for each Submittals submitted. The final rating for each Submittals shall be based on the average of the total score compiled by members of the Evaluation Committee.

Table 1. Evaluation Criteria

Criterion	Scoring Basis	Weight
Letter of Interest and Team Qualifications	<ul style="list-style-type: none"> • Understanding of local context, project needs • Range of services consultant can provide relevant to project • Proposed team member’s qualifications • Experience in advising on tolled managed lanes governance structure • Experience with highway tolled managed lanes design • Qualifications of consultant “bench” from which additional expertise can be accessed • Experience working with Caltrans • Description of similar services and consultant/public agency relationship 	65 points
Example Projects	<ul style="list-style-type: none"> • Projects directly analogous to the Yolo 80 Managed Lanes Project, preferably located in California • Successful guidance, establishment of highway tolled managed lanes governance structure 	25 points
Supporting Documentation	<ul style="list-style-type: none"> • Proposed team member’s resumes • Consultant “bench” resumes from which additional expertise can be accessed • Firm’s overall qualifications and accomplishments 	10 points
Total		100 points

1.8 Interviews, Discussions, and Negotiations

Interviews

A shortlist of consulting teams will be selected based on the consultant teams’ Submittal against the Table 1 criteria. Interviews may be conducted, if necessary.

Negotiations

YCTD staff will negotiate with selected consultant upon selection notification.

Best and Final Offer

The best and final offer will contain all information and documents necessary to state the consultant’s entire Submittal without reference to the original Submittal or to any supplements that may have been

submitted during negotiations.

Contract Award

Award will be made to the responsible firm upon successful negotiations. If terms cannot be reached, YCTD reserves the right to withdraw from negotiations and select the next most qualified consultant.

1.9 General Terms and Conditions

Contract

Submission of a Submittal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFQ and subsequent contract negotiations:

- Total contract shall not exceed **\$1,770,600**
- Contract will be administered on a task order basis.

Upon offer acceptance, and upon contract award to the successful consultant (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents. Consultant warrants those employees who participate in this project will be compensated in accordance with the law.

Contract Term

Term is through **June 30, 2029**. If needed, a contract extension can be considered at that time.

2. Background and Scope of Work

2.1 Purpose

The Yolo County Transportation District invites consulting firms to submit Submittals in response to the Request for Qualifications (“RFQ”) for professional services for:

Tolling Advanced Planning for Yolo 80 Managed Lanes Project

The purpose of consulting services is to 1) advise YoloTD on all Yolo 80 Managed Lanes topics, process mapping, and regional tolling policy being developed over the 12-24 months by the Capital Area Regional Tolling Authority (CARTA) and to generally assist with well-informed decisions and 2) complete discrete project deliverables 2-5, below:

1. Project Management
2. Process Mapping and Technical Advisory Services
3. Roadside Toll System Procurement: Request for Proposal
4. Level 2 Traffic & Revenue Study
5. Community Outreach & Engagement
6. Legal Advisory Services
7. Countywide Transportation Demand Management Organizational Study
8. Project-Specific Equity Planning (optional)

Qualification Submittals will be received until 4pm on August 5, 2024.

2.2 Project Description

The project will Construct improvements consisting of a High Occupancy Toll (HOT) 3+ lane in each direction with direct connectors, pedestrian/bicycle facilities, park-n-ride, and Intelligent Transportation Systems (ITS) elements. On I-80 between post miles (PMs) 40.7 and R44.7 in Solano County, between PMs 0.00 and R11.72 in Yolo County, and between PMs M0.00 and M1.36 in Sacramento County; on the US-50 corridor between PMs 0.00 and 3.12 in Yolo County and between PMs 0.00 and L0.617 in Sacramento County.

Figure 1: Project Extent



2.3 Background

Corridor Overview

The project consists of a stretch of the I-80 corridor that passes through parts of Solano, Yolo, and Sacramento counties. Specifically, the project would extend from Kidwell Road and the Solano/Yolo County line, the Solano/Yolo County line to the Yolo/Sacramento County line, and from the Yolo/Sacramento County line to West El Camino Avenue. In addition, the project includes a stretch of the US-50 corridor between the I-80/I-50 interchange and the Yolo/Sacramento County line, and between the Yolo/Sacramento County line and the US-50/I-5 interchange. The total project length is approximately 20.8 miles.

Purpose and Need

The purpose of the project is to:

- Ease congestion and improve overall person throughput¹
- Improve freeway operation on the mainline, ramps, and at system interchanges
- Support reliable transport of goods and services throughout the region
- Improve modality and travel time reliability
- Provide expedited traveler information and monitoring systems.

The project is needed for the following reasons:

- Recurring congestion during the morning and afternoon peak periods exceeds current design capacity limiting person throughput.
- Operational inefficiencies lead to the formation of bottlenecks due to short weaving and merging areas and lane drops.
- Inefficient movement of goods and services impedes regional and interstate economic sustainability.
- The corridor users rely heavily on single-occupancy vehicles with limited multi-modal options such as transit, carpool, bicycle, and pedestrian facilities, resulting in unreliable travel times.
- Lack of real-time traveler information and coordinated traffic communication systems impedes timely response to roadway incidents resulting in secondary collisions and increased non-recurring congestion.

The project would add managed lanes on I-80 and US-50 by a combination of lane conversion, restriping, and shoulder and median reconstruction with a concrete barrier. Drainage modifications would be required due to median reconstruction in the locations to which sheet flow currently drains. The existing Intelligent Transportation System, (ITS) elements and infrastructure would be expanded and modified and would include ramp meters, fiber-optic conduit and cables, and overhead signs. Utility relocation would also occur as further described below.

Current Context

The below tables illustrate project funding and milestones achieved between 2021 and today:

<u>Cost</u>	<u>Amount</u>
Total Project Cost (Phase 1)	\$199,960,000
<u>Funding (Phase 1)</u>	<u>Amount</u>
Federal INFRA Grant	\$85,900,000

Other Federal Funds (SACOG, CMAQ)	\$1,560,000
State TCEP Grant	\$105,000,000
<u>Other Funding</u>	<u>\$7,500,000</u>
Total:	\$199,960,000

The completion status of major regional tolling and I-80 Managed Lanes project development tasks is indicated in the table below.

Project Phase / Task	Responsibility	Project or Regional Level	Completion Status
Planning	Caltrans	I-80 Managed Lanes	Complete
Environmental			
Engineering			
Right of Way			
Tolling Authority	CARTA (SACOG, Caltrans, YoloTD)	Regional Tolling	Complete
Project Funding	YoloTD, Caltrans		
Construction Start	Caltrans		Fall 2024
* Roadside Toll System Procurement: Request for Proposal (3)	YoloTD	I-80 Managed Lanes	Concurrent with construction
* Level 2 Traffic & Revenue Study (4)			
* Community Outreach & Engagement (5)		I-80 Managed Lane / Regional Tolling	
* Countywide Transportation Demand Management Organizational Study (7)			
* Project – Specific Equity Planning (optional) (8)		I-80 Managed Lanes	
Regional Tolling Organizational Study	CARTA	Regional Tolling	
Regional Tolling Ordinance & Equity Plan			

* = Tasks included in this RFP.
 (#) = Scope of Work Task Number (see Section 2.4)

2.4 Scope of Work

This subsection reflects the broad outlines of the scope of work anticipated by YCTD staff. Submittals are free to expand beyond this subsection if consultants believe deficiencies exist to achieve the overall objectives of this RFQ.

Consultants should also be aware of a parallel regional tolling organizational study by CARTA with the following scope of work tasks:

- *Toll and Other Managed Lane System Review:* Review of existing managed lane plans and project documents in the Sacramento region, an assessment of the status of planned and in-progress managed lane projects, and an evaluation of the general operations of the San Francisco Bay Area’s toll system for interoperability.
- *Implementation Work Plan:* Identifies tasks and duties of CARTA, implementation timing and sequence, and cost estimates for these future activities.

- *Near Term Policy Development and Management:* Development of toll policies and business rules that will describe CARTA’s priorities and guide operations decisions and public communications materials to build understanding of the future toll system.
- *Staffing Support:* Includes CARTA board reports and presentations, and meetings with stakeholders and CARTA member agencies.

Overlap may exist between CARTA- and YoloTD-led tolling planning efforts in some areas and YoloTD consultants are expected to coordinate with CARTA consultants in areas of common interest.

1. Project Management & Administration

Reporting, invoicing, meetings, etc.

2. Process Mapping and Technical Advisory Services

YoloTD needs a clear understanding of the Yolo 80 Managed Lane tolling process from this point through construction and operation of the tolled lanes. This includes planning, design, procurement, integration, and management. Assistance is also needed throughout the process to analyze respective agency roles and political considerations among CARTA members including Caltrans, YoloTD, and SACOG.

General technical advisory services are needed to supplement staff knowledge in highway tolling and to ensure YoloTD is well informed to represent the organization’s interests for both the Yolo 80 Managed Lanes project and CARTA-led regional tolling planning efforts. Technical advisory services will continue through opening of tolled managed lanes and until the tolling facility operations are well established.

3. Roadside Toll System Procurement: Request for Proposals

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.

4. Level 2 Traffic and Revenue Study

A Level 2 Traffic and Revenue study will provide higher resolution cost and revenue estimates for the CARTA Board of Directors to consider when developing their tolling ordinance for project adoption. Updates existing Caltrans District 3 Level 1 T&R to reflect a wider range of operational policy options than assumed in the California Transportation Commission tolling authority application.

5. Community Outreach and Engagement

Community engagement will be needed to keep highway road users and adjacent communities informed of project operational policies under consideration prior to construction completion. This also includes various board briefings, general public outreach, external stakeholder & electeds outreach, and outreach for Countywide TDM Organizational Study.

6. Legal Advisory Services

Continued legal counsel is needed to represent YoloTD’s interests throughout the Tolling Advanced Planning process, particularly with respect to proposed CARTA policies, development of regional and/or

project-specific equity plan, VMT Mitigation Plan implementation, among others.

7. Countywide Transportation Demand Management (TDM) Organizational Study

The Yolo 80 Managed Lanes project EIR VMT Mitigation Plan includes a substantial investment in a “Voluntary Trip Reduction Program” (i.e. TDM program) for the corridor. The organizational study will help identify the appropriate organizational structure to deploy a program on the scale committed to in the EIR.

8. Project-Specific Equity Planning (optional)

While CARTA is expected to develop a regional equity planning framework, a possibility exists that a role may exist for YoloTD to develop a more detailed equity program implementation plan for the Yolo 80 Managed Lanes project within CARTA’s broader regional equity plan framework and the Level 2 T&R study. This is a developing discussion topic and thus, included in this RFP as an optional task depending on how it unfolds pending continued discussions with CARTA, YoloTD, Caltrans, and SACOG.

3. DBE Project Goal

In compliance with federal procurement requirements, this project has established a Disadvantaged Business Enterprise (DBE) goal of **6%**. See Attachment 1 for more details.

4. Submittals

Letter of Interest and Team Qualifications (*3 page maximum, narrative format*)

- Summarize the strengths of the team. Include a narrative of the team’s approach and experience in providing technical expertise for managed lane projects.
- Identify the key managed lane(s) issues and/or questions that should be asked (and answered) with respect to the proposed scope of work.
- Describe experience with projects of similar scope and complexity. Demonstrate effective project management and quality control / assurance measures. Provide experience with comprehensive project management during all phases of the project, including ability to coordinate the work of internal staff and consultants, complete all phases according to schedule and budget, and produce technical reports, documents, and conceptual designs of superior quality. Include, if applicable, experience working together as a team of consultants.

Example Projects (*6 page & project maximum*)

Provide a portfolio of your most comparable projects with brief narrative and exhibits as well as project status if not fully constructed. Limit each project to a single page, including exhibits and images. Example projects should be limited to plans that have been adopted/approved and projects constructed/under construction within the past ten years.

Supporting Documentation

- Organizational chart (1 page maximum)
- Key staff resumes (1 page maximum per staff)

- Table of Cost Rates
- References. Provide contact information for four agencies who can attest to the team's expertise in the project scope and process

If selected for this project, consultants will be required to submit the following Caltrans forms prior to agreement execution.

- 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
- 10-01: DBE Commitment Proposal
- 10-02: DBE Commitment Contract
- 10-Q: Disclosure of Lobbying Activities

5. Attachments

1. Caltrans Form 10-I: DBE Project Goal Sheet
2. Sample Agreement

ATTACHMENT 1: FORM 10-I DBE PROJECT GOAL SHEET

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 6.00%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

(1) Federal Aid Number: 6195(047)												(5) Phase (Please mark below)		(6) Contract Type (please mark below)	
(2) Local Agency: Yolo County Transportation District												PE		On-Call	
(3) Project Title: YOL 80 Managed Lanes - Tolling Advance Planning												CE		Multi-phase	
(4) Project Description: Professional Services Agreement: Tolling Advance Planning (TAP) activities include, Level 2 T&R study, outreach, governance structure establishment, roadside toll system integrator procurement RFP.												PE and CE	X	Project Specific	X
												CON			
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)			
Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total	Likely to be Performed by Sub-contractor (Y=Yes)?	Trucking or Supply of Material Involved (Y=Yes)?	Work Category Code (enter a code if corresponding cell in either Column (13) or Column (14) is "Y")	Number of Available DBEs	DBE Work Factor (100% if DBEs ≥ 7 12% if supply component 10% if trucking component)	DBE Work Amount	Comment			
1	1	LS	Project Management & Administration	\$ 45,600.00	\$ 45,600.00						\$0.00				
2	1	LS	Process Mapping and Technical Advisory Services	\$ 165,000.00	\$ 165,000.00						\$0.00				
3	1	LS	Roadside Toll System Procurement RFP	\$ 550,000.00	\$ 550,000.00						\$0.00				
4	1	LS	Level 2 Traffic and Revenue Study	\$ 300,000.00	\$ 300,000.00						\$0.00				
5	1	LS	Community Outreach and Engagement	\$ 130,000.00	\$ 130,000.00	Y		C8712	3556	100%	\$130,000.00				
6	1	LS	Legal Advisory Services	\$ 117,000.00	\$ 117,000.00	Y		I8110	13	0%	\$0.00	<= 7 DBEs with expertise in this field			
7	1	LS	Countywide TDM Organizational Study	\$ 180,000.00	\$ 180,000.00						\$0.00				
8	1	LS	Equity Framework and Program	\$ 250,000.00	\$ 250,000.00						\$0.00				
(20) WORK ITEM TOTAL					\$1,737,600.00										
											(21) TOTAL DBE WORK AMOUNT	\$130,000.00			
											(22) X 80% Factor	X	80%		
											(23) DBE CONTRACT GOAL AMOUNT	\$104,000.00			
											(24) DBE Goal Percentage	6%			

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

CONSULTANT (“CONSULTANT”)

TABLE OF CONTENTS

[ARTICLE I INTRODUCTION](#)..... 99

[ARTICLE II CONSULTANT’S REPORTS OR MEETINGS](#)..... 100

[ARTICLE III STATEMENT OF WORK](#) 100

[ARTICLE IV PERFORMANCE PERIOD](#) 101

[ARTICLE V ALLOWABLE COSTS AND PAYMENTS](#)..... 101

[ARTICLE VI TERMINATION](#)..... 102

[ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS](#) 103

[ARTICLE VIII RETENTION OF RECORD/AUDITS](#) 103

[ARTICLE IX AUDIT REVIEW PROCEDURES](#) 103

[ARTICLE X SUBCONTRACTING](#)..... 105

[ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES](#)..... 106

[ARTICLE XII STATE PREVAILING WAGE RATES](#)..... 107

[ARTICLE XIII CONFLICT OF INTEREST](#) 110

[ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION](#)..... 110

[ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING](#)..... 110

[ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE](#) 111

[ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION](#) 112

[ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES \(DBE\) PARTICIPATION](#) 112

[ARTICLE XIX INSURANCE](#)..... 116

[ARTICLE XX FUNDING REQUIREMENTS](#)..... 117

[ARTICLE XXI CHANGE IN TERMS](#)..... 117

[ARTICLE XXII CONTINGENT FEE](#)..... 117

[ARTICLE XXIII DISPUTES](#) 118

[ARTICLE XXIV INSPECTION OF WORK](#) 118

[ARTICLE XXV SAFETY](#) 118

[ARTICLE XXVI OWNERSHIP OF DATA](#) 118

[ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR](#)..... 119

[ARTICLE XXVIII CONFIDENTIALITY OF DATA](#)..... 120

[ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION](#) 120

[ARTICLE XXX EVALUATION OF CONSULTANT](#)..... 121

[ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT](#) 121

[ARTICLE XXXII TITLE VI ASSURANCES](#)..... 121

[ARTICLE XXXIV CONTRACT](#) 126

[ARTICLE XXXV SIGNATURES](#)..... 126

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

CONSULTANT

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be [INSERT NAME]

The name of the "LOCAL AGENCY" is as follows:

Yolo County Transportation District (YCTD)

The Contract Administrator for LOCAL AGENCY will be Brian Abbanat

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 2) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services
CONSULTANT will perform the tasks in accordance with the Scope of Services attached hereto as Attachment 1.
- B. Right of Way
Not Applicable to this AGREEMENT.
- C. Surveys
Not Applicable to this AGREEMENT.
- D. Subsurface Investigations
Not Applicable to this AGREEMENT.
- E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in Attachment 1 of the AGREEMENT.
- F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by

CONSULTANT for meetings, subsequent to the initial meeting are included in the fee.

- G. Checking Shop Drawings
Not Applicable to this AGREEMENT.
- H. CONSULTANT Services During Construction
Not Applicable to this AGREEMENT.
- I. Documentation and Schedules
CONSULTANT will document the results of the work in accordance with the deliverables identified in the Scope of Services attached hereto as Attachment 1 and the Project Schedule attached hereto as Attachment 3.
- J. Deliverables and Number of Copies
CONSULTANT will furnish 10 hard copies of the Final YATC Plan report for submittal to LOCAL AGENCY.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **[INSERT DATE]**, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT'S agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$49,034**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Brian Abbanat
Yolo County Transportation District
350 Industrial Way, Woodland, CA 95776
- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$559,706.58**.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this

AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT

audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was

established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY 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 the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL

AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general

prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices

and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in

accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts

consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 11%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.

3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant

factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT and results of the services to be rendered by CONSULTANT under this AGREEMENT ("Work Product") shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined

by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the Work Product to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Notwithstanding any provision to the contrary, CONSULTANT's subconsultant University of California at Davis ("UC Davis") shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing its services as CONSULTANT's subconsultant under this AGREEMENT. Also, notwithstanding any provision to the contrary, intellectual property owned or created by any third party other than CONSULTANT, CONSULTANT's subconsultants, or LOCAL AGENCY ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or CONSULTANT's subconsultants prior to or independently of any of its performance of this AGREEMENT ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of LOCAL AGENCY or works made for hire under this AGREEMENT. CONSULTANT shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT grants LOCAL AGENCY an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, and derive from perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for LOCAL AGENCY to utilize and enjoy CONSULTANT's services and the Work Product for their intended purposes.
- D. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- F. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's

personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

CONSULTANT
Name, Title
Address
City, State Zip

LOCAL AGENCY:

Yolo County Transportation District
Brian Abbanat, Contract Administrator
350 Industrial Way
Woodland, CA 95776

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

Yolo County Transportation District

CONSULTANT

Autumn Bernstein

Authorizing Signature

Date: _____

Date: _____

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

Topic: Long-Range Calendar	Agenda Item#: Agenda Type:	9d Informational	
		Attachments:	Yes <input checked="" type="radio"/> No
Prepared By: A. Bernstein		Meeting Date: July 8, 2024	

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

August 2024

NO MEETING

September 2024

- Public Hearing and Possible Action on Restoration of Route 44 (South Davis Express)
- BeeLine Progress Report and Preliminary Discussion of Service Changes in Winters
- Update on Yolo Active Transportation Corridors (YATC) Project
- Update on Woodland Transit Center
- Caltrans Letter of Commitment to the Capitol Area Regional Tolling Authority

October 2024

- Public Hearing and Possible Action on BeeLine Service Changes in Winters
- Discuss Goals and Format for Special Workshop(s) on YoloTD Budget and Funding Sources
- Update on Short Range Transit Plan
- FY 2024-25 First Quarter Finance Update

November 2024

- Update on ADA Policies and Services
- Update on Multimodal Program Activities