

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: October 14, 2024
Meeting Time: CLOSED SESSION 5:00 PM
REGULAR AGENDA 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 agenda 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
5:00 PM	1	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
	2	Closed Session Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Position Title: Executive Director Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 Agency designated representatives: Josh Chapman, Kimberly Hood Unrepresented employee: Executive Director		
6:00 PM	3	Approve Agenda for October 14, 2024 Meeting		X
	4	Report Back from Closed Session (<i>Hood</i>)		
	5	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 from discussing items not on the agenda.	X	

CONSENT CALENDAR

6:05 PM	6a	Approve Board Minutes for Regular Meeting of September 9, 2024 (<i>Alley, pp 6-9</i>)		X
	6b	Approve Resolution 2024-21 Authorizing the Executive Director to Sign Subrecipient Agreement with SACOG for the Sacramento Region Cal-ITP Implementation Project (<i>Williams, pp 10-40</i>)		X
	6c	Approve Board Resolution 2024-22 Authorizing the Executive Director to Program 2024-25 State of Good Repair (SGR) Funds and Reconcile Prior Year SGR Balances (<i>Williams, pp 41-44</i>)		X

REGULAR CALENDAR

6:15 PM	7	Open Public Hearing on Planned Service Changes to Restore and Expand Express Routes in Davis, including Routes 43, 43R, 44, and 230 (<i>Romero, pp 45-53</i>)		X
6:45 PM	8	Receive an Update and Provide Feedback on Yolo Active Transportation Corridors (YATC) Project (<i>Lomeli, pp 54-71</i>)	X	
7:15 PM	9	Approve Resolution 2024-23 Authorizing the Executive Director to Execute a Professional Services Agreement with Silicon Transportation Consultants for Tolling Advance Planning for Yolo 80 Managed Lanes Project (<i>Abbanat, pp 72-147</i>)		X
7:30 PM	10	Administrative Reports (<i>Bernstein, p 148</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions.	X	

		A. Board Members' Verbal Reports B. Transdev's Verbal Report C. Executive Director's Verbal Report D. Long Range Calendar		
7:45 PM	11.	Adjournment		X

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be Monday, November 18, 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, October 11, 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, October 14, 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.

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

Topic: Approve Board Minutes for Regular Meeting of September 9, 2024	Agenda Item#: Agenda Type:	6a Action
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: A. Bernstein/N. Alley (RGS)		Meeting Date: October 14, 2024

RECOMMENDATION:

Approve Minutes for the Regular Meeting of September 9, 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

September 9, 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
Daisy Romero, Director of Transit Operations	

2. Approval of Agenda

Motion: Director Stallard 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 new development and bus service access, regional transit, and amenities on buses.

Michael Barnbaum spoke to the need for a shuttle at the ballpark and summarized a meeting he had with Director of Transit Operations Romero.

4. Consent Calendar

- 4a. Approve Board Minutes for Regular Meeting of July 8, 2024
- 4b. Approve Resolution 2024-17 Reauthorizing Staff to Approve Fund Transfers and Transactions at Yolo County
- 4c. Approve Resolution 2024-18 Authorizing the Executive Director to Approve a Service Agreement and Purchase Order for Temporary Information Technology Support Services
- 4d. Approve Resolution 2024-19 Approving an Update the Personnel Rules & Regulations policy, Purchasing Card Policy, Procurement Policy, and the Travel & Expense Reimbursement Policy
- 4e. Approve Resolution 2024-20 Authorizing Staff to Change the Title and Job Description of the Finance Associate classification

Motion: Vice Chair Early 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. Appoint Frank Reyes as At-Large Member of the Citizens Advisory Committee

Executive Director Bernstein summarized the staff report. Frank Reyes provided a brief introduction and shared his interest in serving.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, Chair Chapman closed public comments.

Motion: Director Stallard made a motion to appoint Frank Reyes as the At-Large Member of the Citizens Advisory Committee. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

6. Actions Pertaining to Yolo County Grand Jury Report on Homelessness in Yolo County

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

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Fourth and Hope Executive Director Doug Zeck provided general comments regarding the presentation.

Michael Barnbaum provided general comments regarding the presentation.

Seeing no further comments, Chair Chapman closed public comments.

Board of Directors inquired regarding Fourth and Hope's mission and other general matters of the agency. Fourth and Hope's Executive Director Zeck fielded the inquiry.

Vice Chair Early requested additional research be conducted and a plan drafted for Board consideration at a future meeting.

Motion: Vice Chair Early made a motion to approve staff's recommendation, as presented, and direct staff to research and draft a plan, with a recommendation, for Board's consideration at the April Board Meeting. Motion was seconded by Director Frerichs. The motion was approved by a 5 Yes/0 No vote.

7. Receive Progress Report on BeeLine Services

Director of Transit Operations Romero provided a presentation and fielded inquiries from the Board.

Chair Chapman called for public comment.

Michael Barnbaum provided general comments regarding the presentation.

Alan Hirsch provided general comments regarding the presentation (testimony handouts were provided to the Board Members and entered into the record).

Seeing no further comments, Chair Chapman closed public comments.

General discussion and inquiry ensued amongst the Board. Staff fielded inquiries from the Board.

8. Administrative Reports

A. Board Members' Verbal Reports

Director Loren invited everyone to a local festival in the City of Winters on September 28, 2024.

Director Dulcich thanked staff for the Causeway Connection service from Davis to Sacramento.

Director Stallard spoke about the Causeway Connection service and asked whether it could also serve Woodland.

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.

Michael Barnbaum provided general comments regarding the reports.

Alan Hirsch provided general comments regarding the reports.

Seeing no further comments, Chair Chapman closed public comments.

D. Long Range Calendar

Executive Director Bernstein reviewed the Long Range Calendar and fielded inquiries from the Board.

9. Adjournment

Seeing no further business, Chair Chapman adjourned the meeting at 7:57 p.m.

Respectfully Submitted,

Norma I. Alley

Norma I. Alley, MMC, Board Clerk

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

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

Topic: Approve Resolution 2024-21 Authorizing the Executive Director to Execute Subrecipient Agreement with the Sacramento Area Council of Governments (SACOG) for the Sacramento Region Cal-ITP Implementation Project	Agenda Item#:	6b Action
	Agenda Type:	
Prepared By: C. Williams		Meeting Date: October 14th, 2024

RECOMMENDATION:

Approve Resolution 2024-21 Authorizing the Executive Director to Execute the Attached Subrecipient Agreement with the Sacramento Area Council of Governments (SACOG) for the Sacramento Region Cal-ITP Implementation Project.

BACKGROUND:

In 2022, a consortium of transit agencies in the Sacramento region, led by SACOG and the Capitol Corridor Joint Powers Authority (CCJPA) – and including YoloTD – applied for and won a grant from the California Transit and Intercity Rail Capital Program (TIRCP) for the Sacramento Region Cal-ITP Implementation Project. The purpose of this project is to purchase, install, and implement contactless payment equipment and services on transit fleets throughout the region.

The core objectives of the project are:

- Reinforce regional collaboration by creating a seamless payment experience across and within agencies in the SACOG region to expand ridership.
- Provide riders with the convenience to pay with the credit/debit card in their pocket.
- Increase the on-time performance of transit systems by allowing riders to bypass the need to search for exact change.

The Cal-ITP is a project of the California State Transportation Agency (CalSTA) that is tasked with help transit agencies across California simplify and integrate their payment systems. The main solution Cal-ITP has advanced is the use of contactless open loop payment solutions (also known as ‘tap-to-pay’ systems). Contactless payment technology allows passengers to use a chip-enabled credit or debit card to pay transit fares at the time of boarding. With this technology, customers will be able to pay by tapping their contactless bank card or smartphone to a validator mounted inside the transit vehicle, much like they do for many other purchases today. Currently, YoloTD does not accept debit or credit card payments in any of our vehicles.

The Board action today will authorize the Executive Director to enter into a subrecipient agreement with SACOG to receive \$179,000 to fully fund the cost of installing the contactless payment readers in our vehicles.

YoloTD will be responsible for ongoing operating costs associated with processing contactless payments. These costs are estimated at \$36,000 annually.

Over the coming months, YoloTD staff will return to the Board with recommendations to enter into Master Service Agreements (MSAs) with vendors that have been selected by the regional consortium.

FISCAL IMPACT:

Capital costs for this project are assessed at \$179,000.00 and are being funded by TIRCP funds distributed by SACOG.

The initial three years of operating costs for this project have been assessed at \$106,920.00 are proposed to be funded with Local Transportation Funds (LTF).

Attachments

1. Resolution 2024-21 Authorizing the Executive Director to Execute the Subrecipient Agreement with the Sacramento Area Council of Governments (SACOG)
2. Proposed Subrecipient Agreement with SACOG for the Sacramento Region Cal-ITP Implementation Project

ATTACHMENT 1

RESOLUTION NO. 2024-21

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
SUBRECIPIENT AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF
GOVERNMENTS FOR THE SACRAMENTO REGION CAL-ITP IMPLEMENTATION
PROJECT**

WHEREAS, the State of California established the California Integrated Travel Project (Cal-ITP) to standardize and modernize transit payments across California transit operators;

WHEREAS, Open-loop contactless fare payment systems (aka tap-to-pay) that accept bank cards and mobile wallets are proven to lower expenses and increase transit ridership;

WHEREAS, in 2021, the State Department of General Services (DGS) conducted a Request for Proposals that established Master Service Agreements (MSAs) allowing public transportation providers to directly purchase equipment for contactless payment systems, including for hardware payment acceptance devices, transit processor services to do fare calculation; and payment processors;

WHEREAS, In April 2022, a consortium of transit agencies in the Sacramento region, including YoloTD, applied for and won a Transit and Intercity Rail Capital Project (TIRCP) award for the Sacramento Region California Integrated Travel Project (Cal-ITP) Implementation Project to purchase, install, and implement contactless payment equipment and services on transit fleets throughout the region;

WHEREAS, In August 2024, the California Transportation Commission allocated the TIRCP award of \$2,180,000, releasing the TIRCP funds to SACOG to administer to the Sacramento region transit agency consortium;

WHEREAS, YoloTD must enter into a subrecipient agreement with SACOG to receive \$179,000 of the awarded 2022 TIRCP funds to support the CAL-ITP implementation project;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Yolo County Transportation District authorizes the Executive Director to execute the attached subrecipient agreement with SACOG,

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 14th day of October, 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 A

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
SUBRECIPIENT AGREEMENT
with
YOLO COUNTY TRANSPORTATION DISTRICT**

**For the
Cal-ITP Implementation Project**

THIS SUBRECIPIENT AGREEMENT is made and entered into effective on October 14th 2024, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and the **YOLO COUNTY TRANSPORTATION DISTRICT** (“Subrecipient”).

RECITALS

WHEREAS, SACOG has been awarded Transit and Intercity Rail Capital Program (“TIRCP”) funds administered through the California Department of Transportation (“Caltrans”), to implement and support the Sacramento Region Cal-ITP Implementation Project (“Project”); and

WHEREAS, SACOG has awarded Subrecipient funding, on a reimbursable basis, for the Project; and

WHEREAS, Subrecipient is eligible to apply for and receive Federal and State financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, the Subrecipient is a Subrecipient of State funds programmed in SACOG's annual Overall Work Program (OWP), administered by and through SACOG. The SACOG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SACOG and its Subrecipients; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project as identified in **Exhibit “A”** (Scope of Work), which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Any proposed amendment to Exhibit “A” must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by any other State agency having jurisdiction.

a. Scope of Responsibilities.

- (1) Subrecipient is responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in

Exhibit A as reflected in the adopted SACOG OWP.

- (2) Subrecipient subcontracts for work identified in Exhibit A must be competitively procured consistent with any applicable rules and guidelines, including the Caltrans Local Assistance Program Manual. Subrecipient must also include the SACOG Project Manager in selection processes for work identified in Exhibit A.
 - (3) Subrecipient's Project Manager will coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit A. SACOG is not obligated to make payments to Subrecipient until Subrecipient Project Manager has carried out the applicable responsibilities described in this Agreement.
- b. Personnel. Subrecipient may hire personnel to perform the work described in Exhibit A, only if the employees have salaries that do not vary on the basis of funds received from SACOG.
- c. Materials to be Furnished to Subrecipient.
- (1) SACOG must, if applicable, provide Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps that are in possession of or readily available to SACOG for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials will not be provided to Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
 - 2) At the option of SACOG and if allowable under State grant requirements, SACOG may, if applicable to the Project scope of work, procure equipment, software, or other materials for use by Subrecipient, only for purposes of carrying out work described under this Agreement. Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by Subrecipient.

2. Time of Performance and Approval Final Costs:

- a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG monthly in format approved by SACOG and shall communicate any delays in Project performance to SACOG immediately.

Subrecipient will follow, and require its contractors to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed by Subrecipient. This Agreement will expire on **December 6, 2026** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval Caltrans, or any other State agency having jurisdiction. Failure to complete the Project by December 6, 2026 will not affect Subrecipient's ability to seek reimbursement under this Agreement for all work performed on the Project up to December 6, 2026. Any work remaining on the Project as of December 7, 2026, will be completed by Subrecipient using funds secured from other sources.
 - c. The services provided pursuant to this Agreement will begin upon issuance of a Notice to Proceed by SACOG to the Subrecipient and continue until completion, but not later than the date identified in subsection (b) above.
 - d. SACOG will use the cost estimate information provided to allocate funds to other subrecipient transit operators based on the hardware costs respective to each transit operator. Any remaining funds available after deducting the hardware costs will be allocated to SacRT for Project deliverables as described in Exhibit A to this Agreement, Scope of Work.
3. Compliance with Laws: Subrecipient will comply with all applicable State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, associated with the funding provided to Subrecipient in this Agreement. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
4. Funding Amount: Subject to Section 2(d) above, the amount to be paid to Subrecipient under this Agreement will not exceed **One Hundred Seventy-Nine Thousand Dollars (\$179,000)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
5. Reporting and Payment:
- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement pursuant to Subsection 5.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient must submit written invoices via email to the SACOG Project Manager designated in this Agreement.
 - b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. Attached as **Exhibit C** is SACOG's matrix of required supporting documentation for subrecipient invoices.

- c. Subrecipient is not entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from Subrecipient. Indirect cost rates must be submitted annually in accordance with Caltrans requirements.
- d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- e. SACOG will make payments in accordance with California Department of Transportation ("Caltrans") reimbursement requirements. Subrecipient must provide all supporting invoice documentation required by Caltrans. Under no circumstances will SACOG be required to pay any amounts greater than the amount reimbursed by Caltrans.
- f. Subrecipient must comply with, and require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates must not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- h. Subrecipient and its contractors and subcontractors must establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and provide support for all invoices sent to SACOG.
- i. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under State regulations is subject to repayment by Subrecipient to SACOG within thirty (30) days of the Subrecipient receiving notice of final audit findings. If Subrecipient fails to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.
- j. Subrecipient and its contractors and subcontractors shall comply with

Caltrans' Local Assistance Procedures Manual
(at http://www.dot.ca.gov/hq/Local_Programs/lam/lam.htm);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state

legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of the Project in any manner.

- k. All costs charged to this Agreement by Subrecipient must be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs must comply with the cost principles cited above in this Section of the Agreement.
- l. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(k) above. Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.
6. TIRCP Compliance: For purposes of this Agreement, Subrecipient must comply with all applicable requirements of the TIRCP Master Agreement and all Program Supplements for State-Funded Transit Projects.
7. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
8. Termination:
 - a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days' written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.
 - b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed and costs incurred up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days' written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17.

SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and the parties will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, and Equal Employment Opportunity, the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient must pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section will survive the expiration, termination, or assignment of this Agreement.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. The Records include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If directed by SACOG upon expiration of this Agreement, Subrecipient will cause copies of all Records relevant to the Scope of Work to be delivered to SACOG as depository.

16. Project Managers: SACOG's Project Manager for this Agreement is **Chris Dougherty**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Chris Dougherty Senior Analyst
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
916-319-5193
cdougherty@sacog.org

Subrecipient's Project Manager for this Agreement is **Daisy Romero**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Director of Transit Operations
Yolo County Transportation District
350 Industrial Way
Woodland, CA, 95776
(530) 402-2879
dromero@yctd.org

17. Successors: This Agreement will be binding on the parties hereto, their successors and administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

19. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

20. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

21. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of

the Government Code. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors will comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or 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.
- b. Subrecipient and its contractors and subcontractors will comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors must ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with **Exhibit D**, "Fair Employment Practices Addendum" and **Exhibit E**, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors will also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient, with regard to the work performed by it during the Agreement, will act in accordance with Title VI. Specifically, Subrecipient will not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement. Subrecipient will take such action with respect to any such contract as SACOG may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

22. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

23. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through §16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
24. Prohibition of Expending State or Federal Funds for Lobbying:
- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any 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 of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, Subrecipient will 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 Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.
25. Prevailing Wage and Labor Requirements.
If Subrecipient awards any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
26. Non-Liability of SACOG: SACOG will not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG will not be

liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

30. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

36. Amendments Required by Federal or State Agencies: If Caltrans, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

37. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

39. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

40. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG 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 the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient must comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, must contain all of the provisions of this Section.

- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.”

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IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

YOLO COUNTY TRANSPORTATION DISTRICT

JAMES CORLESS
Executive Director

Autumn Bernstein
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

Kimberly Hood
Attorney

RECOMMENDED BY:

ATTEST:

CHRIS DOUGHERTY
Senior Analyst

Daisy Romero
Director of Transit Operations

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EXHIBIT A

Scope of Work and Budget

Background

As part of a larger submittal of the Sacramento Valley Station Transit Center: Priority Projects TIRCP Application, SACOG has been awarded \$2.18 Million Dollars to allocate to Yolo County Transportation District, Yuba-Sutter Transit Authority, City of Roseville Transit, Sacramento Regional Transit, El Dorado Transit, Placer County Transit, and County of Sacramento's SCT Link ("Transit Operators") for the purchase and installation of contactless Europay, Mastercard, and Visa (EMV) readers. EMV readers will serve to enable contactless bank cards and mobile wallets as payment on public transportation in the region.

Approach

Awarded funds will be distributed by SACOG via Subrecipient Agreements with each of the Transit Operators for hardware and software purchases. Subrecipient Agreements will allow for the purchase and implementation of EMV hardware and payment processing software and necessary communications equipment where needed. Each Transit Operator will execute individual subcontracts with the selected vendor(s) for purchase of equipment and implementation. Additionally, SacRT plans to subcontract with an account-based ticketing system vendor to be used by the consortium of Transit Operators.

Allocations of funds for hardware to each Transit Operator are based on calculation of final cost estimates. The final cost estimates were developed in partnership with Transit Operators and the hardware vendor in June 2024.

Final costs include a contingency budget of 10% of the total hardware costs. If there are any remaining funds, SACOG will work with the Transit Operators to amend those funds to the SacRT agreement for the purchase of the account-based ticketing system vendor. Otherwise, each Subrecipient Agreement will include a not-to-exceed amount based on what was requested at the California Transportation Commission.

Estimated Allocations

Total expenditures for the 7 transit operators shall not exceed \$2,180,000.

Scope of Work

Subrecipient will purchase and install contactless EMV readers and payment processing software coordinated with the California Integrated Travel Project (Cal-ITP) on bus vehicles to allow fares to be collected through contactless bank cards and mobile wallets. If there are not currently on-board bus communications or wi-fi hardware, this may include the purchase and installation of devices needed to fully support the EMV readers.

Budget

The amount to be paid to Subrecipient under this Agreement shall not exceed **One Hundred Seventy-Nine Thousand Dollars (\$179,000)**, unless expressly authorized in writing by the SACOG Executive Director or designee. Subrecipient must submit final Project hardware costs to SACOG as soon as possible after execution of this Agreement, but no later than **November 30, 2024**.

Timeline

All funds must be expended no later than **December 6, 2026**.

Contract #: CT240032
Funding Source: Transit and Intercity
Rail Capital Program (TIRCP/State)
Account Set: SAC219-PASS THROUGH-TIRCP

EXHIBIT B

(INTENTIONALLY OMITTED)

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EXHIBIT C SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Sacramento Area Council of Governments Required Supporting Documentation for Contractor, Sub-Contractor, Sub-Recipient Invoices

Type of Expense	Required Supporting Documentation for <u>SACOG</u> Invoices/Expense Reimbursements	Required Supporting Documentation for <u>Sub-Recipient</u> Invoices	Required Supporting Documentation for <u>Contractor/Sub-Contractor</u> Invoices
Labor Costs	Approved timesheets	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead
Travel Costs	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.
Meals, Incidentals, Transportation & Lodging	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	Rate matches current approved rate	<input type="checkbox"/> Approval of indirect rate from cognizant agency	<input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency
Proof of Payment	Proof of Payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment
Meetings Related Expenses	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts
In-Kind/Match	N/A - Accounting function	<input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	<input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)

**EXHIBIT D
FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**EXHIBIT E
NONDISCRIMINATION ASSURANCES**

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out is approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

Contract #: CT240032
Funding Source: Transit and Intercity
Rail Capital Program (TIRCP/State)
Account Set: SAC219-PASS THROUGH-TIRCP

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

DRAFT

APPENDIX 1 TO EXHIBIT E

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

1. Compliance with Regulations: ADMINISTERING AGENCY 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 incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: ADMINISTERING AGENCY, 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. ADMINISTERING AGENCY 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.

3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY as in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provision: ADMINISTERING AGENCY 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. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions,

including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

APPENDIX 2 TO EXHIBIT E

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations 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 remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, 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 shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(;) (and)¹

2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall 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 deed².

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX 3 TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY.

The grantee (licensee, 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 covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX 4 TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTARTING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her 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, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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

Topic: Approve Resolution 2024-22 Authorizing the Executive Director to Program 2024-25 State of Good (SGR) Funds and Reconcile Prior Year SGR Balances	Agenda Item#: Agenda Type:	<h1>6c</h1> <h2>Action</h2>	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	Meeting Date: October 14, 2024
Prepared By: C. Williams			

RECOMMENDATION:

Approve Resolution 2024-22 authorizing the Executive Director to program the 2024-2025 State of Good Repair (SGR) funding of \$313,737 to support the facilities maintenance project, transfer the remaining \$79,818 from the 2017-18 SGR allocation, reconcile SGR balances per SACOG’s adjustments, and reduce the CNG bus purchase project by \$260,385 accordingly.

BACKGROUND:

Senate Bill 1 (SB 1) established a State of Good Repair (SGR) program¹, designed to provide grant funding to transit operators for eligible projects related to transit maintenance, rehabilitation, and capital improvements. The State of Good Repair is an annual formula-based grant program administered by the California Department of Transportation. The SGR Program's allocation of SB 1 funds is executed through the State Transit Assistance (STA) formula, following the guidelines outlined in Public Utilities Code Sections 99313 and 99314. Caltrans provides guidelines for the allocation of SGR regional funds, and SACOG is responsible for creating a list of eligible projects for transit operators in the county regions of Sacramento, Sutter, Yolo, and Yuba.

DISCUSSION AND ANALYSIS:

The State of Good Repair (SGR) is an annual formula-based grant program administered by the California Department of Transportation. The program is only eligible to transit agencies located in California with the purpose of providing capital and operating services based on agencies that receive TDA funds. Eligible project criteria for SGR include:

1. Transit capital projects or services to maintain or repair a transit operator’s existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities.
2. The design, acquisition, and construction of new vehicles or facilities that improve existing transit services. Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

YoloTD’s 2024-25 SGR allocation of \$313,737 will support ongoing maintenance of aging facility, ensuring a safe environment for mechanics to repair Yolobus buses, vans, and other vehicles. The funding will also be used to purchase new equipment for maintenance staff, replacing items that have reached their useful life. Specific sub-projects include acquiring new AC machines, repairing the shop roll-up door, installing methane detection system,

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

repairing the exterior gate, purchasing a new pavement striping machine, replacing lights, additional cameras, and acquiring a man lift.

In November of 2023, YoloTD staff collaborated with SACOG and Caltrans to consolidate the remaining SGR balances as shown in **Table 1**. However, in September 2024, SACOG informed YoloTD staff that a new reconciliation of SGR funds was required due to updated financial data SACOG had gathered internally. The proposed amended reconciliation uses these confirmed figures from SACOG.

SACOG also notified YoloTD that the \$79,818 balance from the 2017-18 SGR allocation will lapse on June 30, 2025. To avoid the risk of losing these funds, SACOG recommended transferring the 2017-18 balance to the 2024-25 SGR project. This transfer increases the total for the 2024-25 SGR Facilities Maintenance project from \$313,737 to \$393,555, as show in **Table 2**. This strategy ensures full utilization of available funds and minimizes the risk of delinquency for unspent balances.

Table 1: Consolidation of SGR funding 2017-2018 through 2023-2024 approved on November 13, 2023.

Fiscal Year	Project	Transfer from		Transfer to		Project Request	
		99313	99314	99313	99314		
FY17-18	Replace 40' CNG Transit Bus Replacement	\$ 79,818.00	\$ -			Close project	
FY18-19	Fixed route bus replacement	\$ -	\$ 336,756.00			Keep Open- Carryforward	
FY19-20	Replacement of 13 40 Ft fixed route buses	\$ -	\$ 207,913.00			Keep Open- Carryforward	
FY20-21	Veh Overhauls, Re-tanking, Rebuilds, Rel Exp	\$ 215,058.00	\$ -			Close- Carryforward (Will use FTA funds)	
FY21-22	Bus Washer/Water Recycler Replacement		\$ 249,819.33			Close- Carryforward (Will use FTA funds)	
FY22-23	Veh Overhauls, Re-tanking, Rebuilds, Rel Exp	\$ 273,816.00	\$ -			Close- Carryforward (Will use FTA funds)	
FY23-24	Replace 2-40' CNG buses - Zero emission conversion	\$ 292,229.00	\$ 51,711.00			Close- Carryforward (Will use FTA funds)	
FY17-18 to FY23-24	Replace three (3) Fixed Route CNG Transit Bus	\$ -	\$ -	\$ 860,921.00	\$ 846,199.33		
Project Total, (3) FR CNG Buses		\$ 860,921.00	\$ 846,199.33	\$ 860,921.00	\$ 846,199.33		
		Total, Carryforward/Transfer Request				\$ 1,707,120.33	

Table 2: Proposed SGR funding balance adjustments and fiscal year 2017-18 through 2024-25 project allocations.

Fiscal Year	Project	Balances		Adjustment		Adj, Total	Project Request
		99313	99314	99313	99314		
FY17-18 to FY 23-24	Replace three (3) Fixed Route CNG Transit Bus	\$ 860,921.00	\$ 846,199.33			\$ 1,707,120.33	Consolidated FY17-18 thru FY23-24 Balances
FY17-18	Replace three (3) Fixed Route CNG Transit Bus			\$ (79,818.00)	\$ -	\$ (79,818.00)	Decrease to expend by June 30, 2025
FY18-19	Replace three (3) Fixed Route CNG Transit Bus			\$ 291,332.00	\$ (291,332.00)	\$ -	Correct PUC Section #
FY19-20	Replace three (3) Fixed Route CNG Transit Bus			\$ 206,229.00	\$ (161,353.00)	\$ 44,876.00	Correct PUC Section #
FY20-21	Replace three (3) Fixed Route CNG Transit Bus			\$ (215,058.00)	\$ -	\$ (215,058.00)	Adjust balance and Correct PUC Section #
FY21-22	Replace three (3) Fixed Route CNG Transit Bus			\$ 225,217.00	\$ (201,455.33)	\$ 23,761.67	Increase remaining balance per SACOG recon
FY22-23	Replace three (3) Fixed Route CNG Transit Bus			\$ (43,294.00)	\$ 49,815.00	\$ 6,521.00	Increase remaining balance per SACOG recon
FY23-24	Replace three (3) Fixed Route CNG Transit Bus			\$ (40,668.00)	\$ -	\$ (40,668.00)	Decrease remaining balance per SACOG recon
Project Total, (3) FR CNG Buses		\$ 860,921.00	\$ 846,199.33	\$ 343,940.00	\$ (604,325.33)	\$ 1,446,735.00	
		Total, Project Purchase (3) FR CNG Buses				\$ 1,446,735.00	
Fiscal Year	Project	Balances		Adjustment		Adj, Total	Project Request
		99313	99314	99313	99314		
FY24-25	Facilities maintenance/repairs/Replacement	\$ 260,474.00	\$ 53,263.00	\$ -	\$ -	\$ 313,737.00	Decrease remaining balance per SACOG recon
FY24-25	Facilities maintenance/repairs/Replacement			\$ 79,818.00	\$ -	\$ 79,818.00	Increase to FY24-25 project
Project Total, Facilities Maintenance		\$ 260,474.00	\$ 53,263.00	\$ 79,818.00	\$ -	\$ 393,555.00	
		Total, Project Facilities Maintenance				\$ 393,555.00	

FISCAL IMPACT:

The proposed action reduces the SGR project for purchasing three CNG buses by \$260,385, reflecting SACOG's reconciliation, which adjusted YoloTD's 2019-20 through 2023-24 allocations by \$180,567, along with the transfer of \$79,818 to the Facilities Maintenance project. With the 2024-25 SGR allocation of \$313,737 and transfer of \$79,818, the total funding for the Facilities Maintenance project total is \$393,555.

Attachments:

1. Resolution 2024-12 Authorizing the Executive Director to Program 2024-25 State of Good (SGR) Funds and Reconcile Prior Year SGR Balances

YOLO TRANSPORTATION DISTRICT

RESOLUTION NO. 2024-22

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO PROGRAM THE 2024-2025 STATE OF GOOD REPAIR (SGR) FUNDING OF \$313,737 TO SUPPORT THE FACILITIES MAINTENANCE PROJECT, TRANSFER THE REMAINING \$79,818 FROM THE 2017-18 SGR ALLOCATION, RECONCILE SGR BALANCES PER SACOG'S ADJUSTMENTS, AND REDUCE THE CNG BUS PURCHASE PROJECT BY \$260,385 ACCORDINGLY.

WHEREAS, Yolo Transportation District is an eligible transit agency to receive State Transit Assistance funding from the State of Good Repair (SGR) account for transit projects; and

WHEREAS, SGR funds can only be used for projects associated with public transportation; and

WHEREAS, to access SGR funds, jurisdictions within the SACOG region are required to submit a claim to SACOG for the use of such funds; and

WHEREAS, YoloTD is eligible to receive SGR Funds for eligible projects; and

WHEREAS, YoloTD has identified an eligible project for the SGR FY 2024-25 funding in the amount of \$313,737 which are available to YoloTD as the transit operator in Yolo County for public transportation projects; and

WHEREAS, an additional \$79,818 of savings from 17-18 funds will be added to 2024-25 SGR total to fund Maintenance Facilities Upgrades and Safety Improvements Project; and

WHEREAS, it appears in the best interests of YoloTD and its customers to apply for the available SGR funds; and

WHEREAS, based on updated financial reporting from SACOG, the prior YoloTD Board Resolution 2023-17 must be revised to a balance of \$1,446,735 from the original \$1,707,020.33 which was authorized from the Public Utility Code Section 99313 & 99314 SGR project funds, allocated across fiscal years 2018-2019, 2019-2020, 2020-2021, 2021-22, and 2022-23, for the purpose of funding the replacement of three (3) Fixed Route CNG buses;

WHEREAS, the three (3) Fixed Route CNG bus project is still fully funded and will use 2025-2026 SGR funds to offset any potential shortfall of funding;

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 as follows:

1. The fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.
2. The YoloTD Executive Director, or his/her designee, shall be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation and the Sacramento Area Council of Governments.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 14th day of October 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 TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Open Public Hearing to Consider Davis Express Service Restoration and Service Changes for Routes 43, 43R, 44, 230	Agenda Item#: Agenda Type:	7 Informational	
		Attachments:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: D. Romero		Meeting Date: Oct 14, 2024	

RECOMMENDATION:

Open a public hearing to receive testimony regarding the proposed service changes for Davis Express Routes 43, 230 and service restoration and changes for Route 44. YTD staff recommended that the Board of Directors consider approving the Davis Express service changes, effective at the November 11th 2024, board meeting with service to be implemented beginning January 1st 2025.

BACKGROUND:

In March 2020, the outbreak COVID-19 led to a nationwide pandemic that caused all non-essential services to shut down. The impact on YoloTD fixed-route service was immediate. Half of the routes and trips were temporarily suspended due to low ridership caused by the government mandated stay-at-home orders and regional state agencies transitioning their workforce to work from home. This impacted all Yolobus fixed route service and led to the suspension of service for routes 44, 232, 220, 45X, 46, 242, 243, 216, 217, and service reductions for most of the remaining routes.

In April 2021, the YoloTD Board of Directors approved YoloGO, a comprehensive operational analysis informed by early pandemic ridership trends. The YoloGO plan called for Yolobus to permanently suspend routes 44, 232, 220, 45X, 46, 242, 243, 216, and 217, while restoring and expanding other routes and services. Since 2021, Yolobus has implemented nearly all of the YoloGO-approved restorations and expansions. Some of the remaining services still operating below YoloGO-approved service levels are the Express Routes 43, 43R, 45 and 230. All of these services currently operate just one round trip per day.

Additionally, YoloTD has received numerous complaints about the discontinuation of Route 44, which provided express service between South Davis and downtown Sacramento. When coupled with changes to the Route 42A and 42B which eliminated stops in South Davis, this neighborhood is no longer served at all by intercity bus service. In July 2024, the Board approved restoration of the Route 44 South Davis Express as part of the FY 2024-25 budget.

In April 2024 Governor Gavin Newsom issued an executive memo directing all state workers to return to in-office work two days per week effective June 2024. Yolobus has seen a steady uptick in ridership on the existing Express trips, one of which (Route 43) is now standing room-only on most weekdays. This hearing is to establish the 30-day comment period for public feedback regarding the proposed plan for service restoration of Route 44, including three trips in the morning and three trips in the afternoon.

Additionally, this hearing also establishes the 30-day comment period for public feedback regarding proposed updates to the schedule for Routes 43, 43R and 230 from one morning trip and one afternoon trip per day to three morning trips and three afternoon trips per day Monday through Friday.

Additionally, this hearing also establishes the 30-day comment period for public feedback regarding proposed changes to bus stop locations for Routes 43, 43R, 44 and 230.

Rationale for Updating Schedules and Stop Locations

The existing schedules and stop locations for Routes 43, 43R, 44 and 230 were adopted before COVID and reflect pre-pandemic commute patterns and traffic congestion. Simply re-instating the pre-COVID schedules could result in chronic issues with on-time performance and may not meet the needs of the current commute patterns. Key factors affecting rider demand and on-time performance include:

- Increased traffic congestion on the I-80 corridor;
- Flexible work schedules, leading to less extreme peaks in the early morning and late afternoon, resulting in demand for later trips in the morning and evening
- Increased traffic on I-5 between Woodland and downtown Sacramento, which affects the amount of time needed for bus operators to “deadhead” from the Woodland bus yard to Downtown Sacramento to start afternoon express trips.
- The large number of stops in Davis, many of them very close together, contributes to added delay.

Taking these factors into consideration, YoloTD staff developed a Davis Express Travel survey targeted towards Davis residents commuting into Downtown Sacramento. Additionally, YoloTD staff and interns rode along on our existing express services, to get stop-level ridership data, and timed the existing service during a variety of traffic conditions. The recommended changes to the schedules and stop locations are rooted in the data we collected through these methods.

DISCUSSION AND ANALYSIS

Travel Survey Findings

In total, 215 completed surveys were collected in August and September 2024. Demographically, the distribution of survey participants was spread across nine neighborhoods within Davis including North, South, Central, West, East, Downtown, UC Davis, Wildhorse, and El Macero. The highest proportion of respondent were residents of West and East Davis (20% each), while the remaining survey responses were spread more or less equally across the other neighborhoods.

Key findings include:

- 75 percent of respondents walk to stops, followed by 53% that transfer from another bus, 51% that bike, 30% that drive, and 7 percent get dropped off. (Respondents were able to select more than one option)
- 80% of respondents commute to Sacramento Monday through Thursday, while 70% commute on Fridays.
- 40% of respondents arrive to work in downtown Sacramento at 7:00am followed by another 40% of respondents arriving at 8:00am, with 20% of the remaining group arriving after 8:00am
- 66 percent of respondents depart downtown Sacramento between 4-5pm, with the remaining 34% of respondents split evenly between departing before 4pm and after 5pm from downtown Sacramento to Davis

Ridealong Findings

From August 19th – August 23rd staff conducted ride-alongs (also known as “ride checks”) for Routes 43 and 230 to identify existing travel time conditions and stop level trends during the five-day work week. Travel data and stop level data was used to identify stop usage, to rank stop usage to identify redundant or low-utilization stops that could be eliminated, while retaining reasonable coverage. Having multiple stops in close proximity to each other makes the overall trip longer and affects on-time performance, particularly during congested times of day.

Based on the collected feedback, YoloTD staff are proposing the elimination of stops that serve the fewest number of riders, provided that another stop is within a short walking distance.

PROPOSED CHANGES

This section details the proposed changes in schedule and map of stop locations for the affected routes.

The Board-approved budget would allow an increase in service hours for Davis express routes 43 and 230, restoration of previously discontinued route 44, and adding six total trips (three in the AM and three in the PM) for Routes 230, 43, 44. Route 43R will continue to have one trip in the morning and one trip in the evening.

Changes proposed for each specific route are highlighted on the following pages. Attachment A provides full proposed schedules for each route.

(continued on next page)

Route 43 Proposed Changes

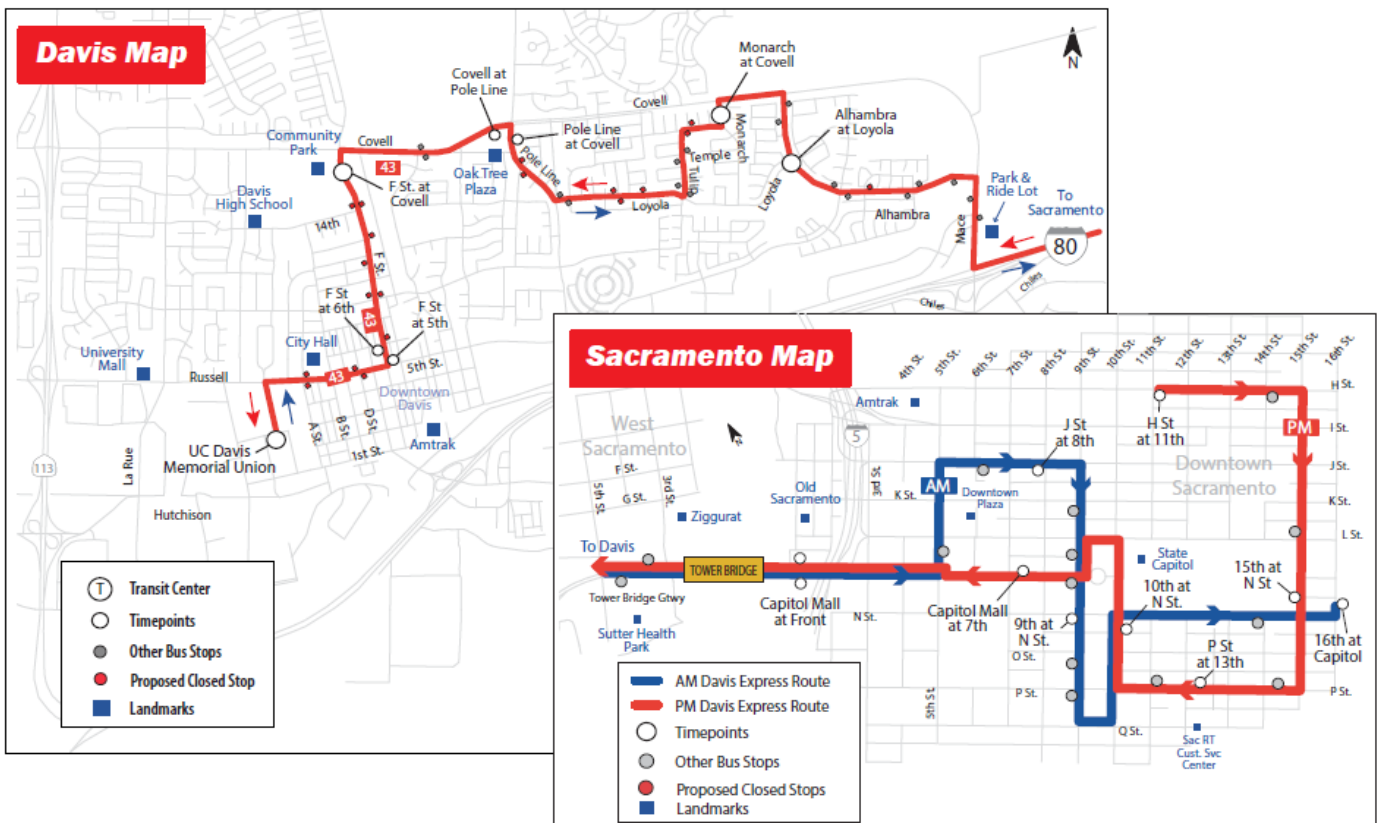
	Current	Proposed
Number of Trips	1 morning (AM) 1 afternoon (PM)	3 morning (AM) 3 afternoon (PM)
Morning Start Times	6:57 am	6:30 am 6:50 am 7:10 am
Afternoon Start Times	4:33 pm	4:35 pm 5:15 pm 5:35 pm
Number of stops	AM: 39 PM: 36	AM: 28 PM: 20
Trip duration	AM: 72 min PM: 59 min	AM: 61 min PM: 60 min

Proposed Route 43 Map Yolobus

Last Updated: August 2024

Davis - Sacramento Express

Proposed Route 43 Express provides service between central and east Davis to downtown Sacramento. The proposed closed stops are marked in red.



Route 43R Proposed Schedule and Map of Stop Locations

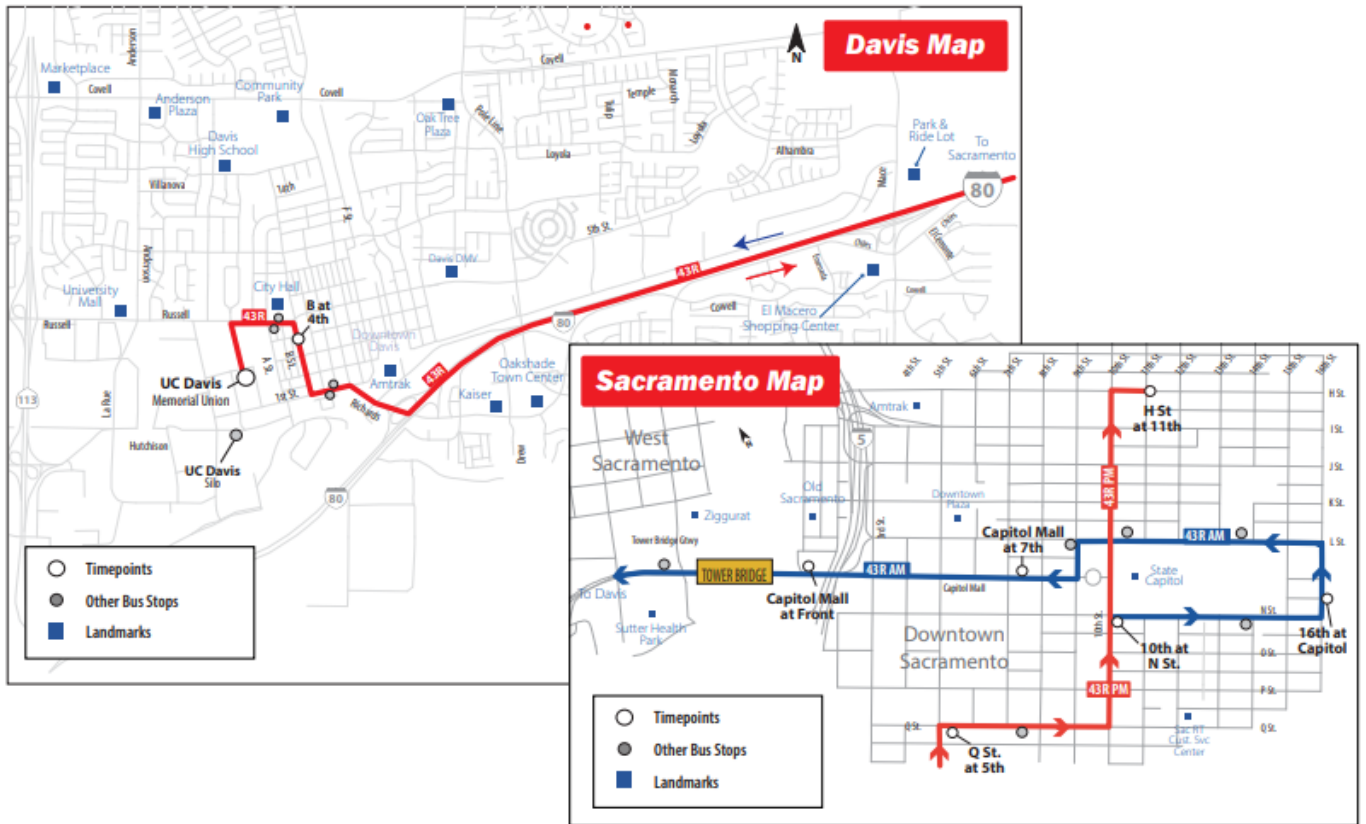
	Current	Proposed
Number of Trips	1 morning (AM) 1 afternoon (PM)	1 morning (AM) 1 afternoon (PM)
Morning Start Time	7:50 am	7:48 am
Afternoon Start Time	5:36 pm	5:35 pm
Number of stops	AM: 13 PM: 8	AM: 13 PM: 8
Trip duration	AM: 45 min PM: 40 min	AM: 42 min PM: 42 min

Route 43R Map Yolobus

Last Updated: May 2023

Routes 43RAM, 43R PM | Sacramento - UC Davis Express

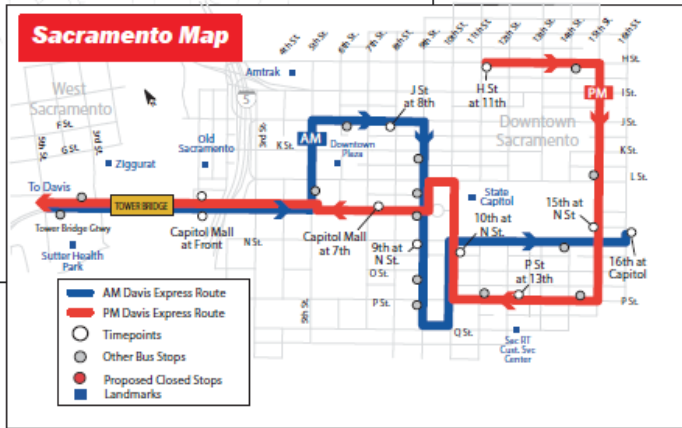
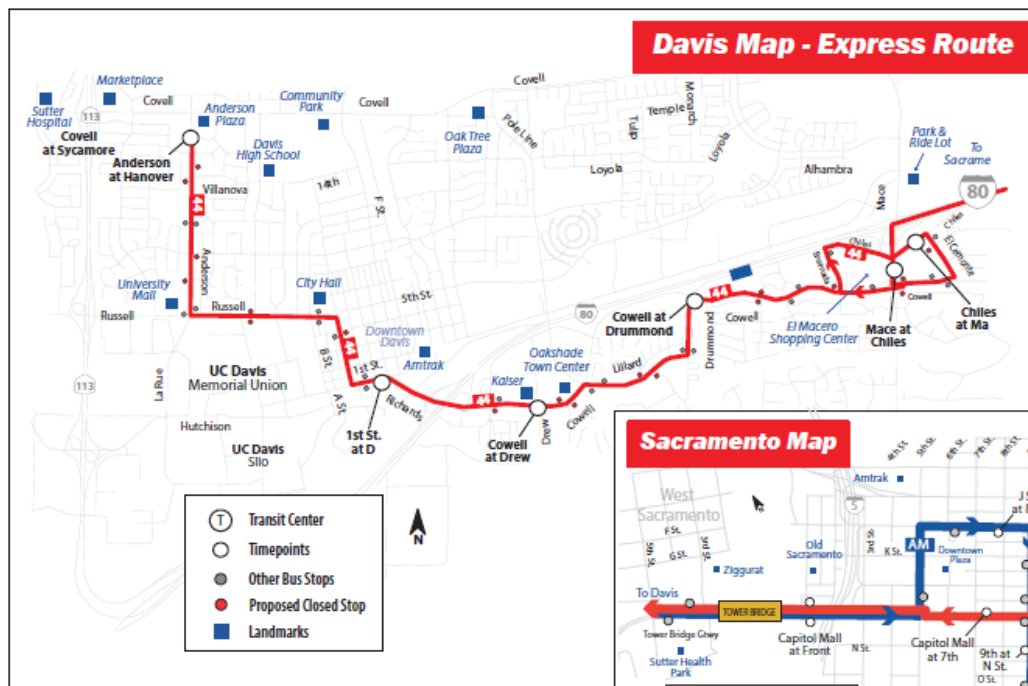
Route 43R Express provides one morning and one afternoon trip, Monday-Friday, between downtown Sacramento and UC Davis.



Route 44 Proposed Schedule and Map of Stop Locations

	Current	Proposed
Number of Trips	Discontinued	3 morning (AM) 3 afternoon (PM)
Morning Start Times	Discontinued	6:00 am 6:30 am 7:00 am
Afternoon Start Times	Discontinued	4:15 pm 4:30 pm 5:15 pm
Number of stops	Discontinued	AM: 39 PM: 41
Trip duration	Discontinued	AM: 70 min PM: 66 min

Proposed Route 44 Map
Last Updated: August 2024
Yolobus



Route 230 Proposed Schedule and Map of Stop Locations

	Current	Proposed
Number of Trips	1 morning (AM) 1 afternoon (PM)	3 morning (AM) 3 afternoon (PM)
Morning Start Times	5:59 am	6:00 am 6:50 am 7:35 am
Afternoon Start Times	4:32 pm	4:35 pm 5:05 pm 5:35 pm
Number of stops	AM: 34 PM: 28	AM: 23 PM: 22
Trip duration	AM: 58min PM: 69 min	AM: 57 min, final trip 64 min PM: 57 min

Proposed Route 230 Map

Last Updated: August 2024

Yolobus

Routes 230 AM, 230 PM | West Davis - Downtown Sacramento Express

Proposed route 230 Express provides service between West Davis to Downtown Sacramento. The proposed stop closures are marked in red.

Davis Map

- 230 AM Express Route
- 230 PM Express Route
- Timepoints
- Other Bus Stops
- Landmarks
- Proposed Closed Stop

Sacramento Map

- AM Davis Express Route
- PM Davis Express Route
- Timepoints
- Other Bus Stops
- Proposed Closed Stops
- Landmarks

Yolo Transportation District

350 Industrial Way, Woodland, CA 95776
 custserv@yctd.org | (530) 666-2877
 Yolobus.com | YoloTD.org

fb.com/Yolobus

@YolobusYCTD

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FISCAL IMPACT:

On July 8, 2024, the YoloTD board members approved the FY 2024-25 Budget which allows for future expansion of Davis Express service, adding two additional morning and afternoon trips to routes 43, 230, and fully restoring route 44 with three trips in the morning, and three trips in the afternoon.

NEXT STEPS

The October 14th Board meeting establishes the beginning of the 30-day comment period. YoloTD Staff will incorporate feedback received during the thirty-day comment period and bring the final schedule and map of stop locations to the Board for approval at the November 18 Board meeting. Assuming Board approval, the service changes will take effect in January 202.

For now, we invite the YoloTD Board members observations and questions on this update on any additional data or analyses they would like to see included in future updates and/or service change proposals.

Attachment:

1. Proposed Schedules for Routes 43, 43R, 44 and 230

43

Davis - Sacramento
Express

43AM - DAVIS TO SACRAMENTO	MON - FRI		
UC Davis Memorial Union	6:30	6:50	7:10
F at 5th	6:35	6:55	7:15
F at Covell	6:39	6:59	7:19
Covell at Pole Line	6:43	7:03	7:23
Monarch at Covell	6:49	7:09	7:29
Alhambra at Loyola	6:51	7:11	7:31
Capitol Mall at Front	7:15	7:35	7:55
J at 8th	7:20	7:40	8:00
9th at N	7:24	7:44	8:04
10th at N	7:28	7:48	8:08
16th at Capitol Ave.	7:31	7:51*	8:11

*Becomes route 43R to UC Davis.

43 PM - SAC TO DAVIS	MON - FRI		
H at 11th	4:35	5:15	5:35
15th at N	4:39	5:19	5:39
P at 13th	4:41	5:21	5:41
10th at N	4:44	5:24	5:44
Capitol Mall at 7th	4:46	5:26	5:46
Capitol Mall at Front	4:50	5:30	5:50
Alhambra at Loyola	5:13	5:53	6:13
Monarch at Covell	5:15	5:55	6:15
Covell at Pole Line	5:22	6:02	6:22
F at Covell	5:26	6:06	6:26
F at 6th	5:30	6:10	6:30
UC Davis Memorial Union	5:35*	6:15	6:35

43R

Sacramento - Davis
Express

43R AM - SACRAMENTO TO DAVIS	MON - FRI
10th at N	7:48
16th at Capitol Ave.	7:51
Capitol Mall at 7th	7:56
Capitol Mall at Front	7:59
B at 4th (Downtown Davis)	8:27
UC Davis Memorial Union	8:30

43R PM - DAVIS TO SACRAMENTO	MON - FRI
UC Davis Memorial Union	5:35
B at 4th (Downtown Davis)	5:42
Q at 5th (Downtown Sacramento)	6:10
10th at N	6:14
H at 11th	6:17

44

Davis - Sacramento
Express

44 AM - DAVIS TO SACRAMENTO	MON - FRI		
Anderson at Hanover	6:00	6:30	7:00
1st at C	6:11	6:41	7:11
Cowell at Drew	6:13	6:43	7:13
Cowell at Drummond	6:21	6:51	7:21
Mace at Chiles	6:27	6:57	7:27
Capitol Mall at Front	6:53	7:23	7:53
J at 8th	6:58	7:28	7:58
9th at N	7:02	7:32	8:02
10th at N	7:06	7:36	8:06
16th at Capitol Ave.	7:10	7:40	8:10

44 PM - SACRAMENTO TO DAVIS	MON - FRI		
H at 11th	4:15	4:30	5:15
15th at N	4:20	4:35	5:20
P at 13th	4:23	4:38	5:23
10th at N	4:25	4:40	5:25
Capitol Mall at 7th	4:29	4:44	5:29
Capitol Mall at Front	4:30	4:45	5:30
Chiles at Mace	4:49	5:04	5:49
Drummond at Cowell	5:00	5:15	6:00
Cowell at Drew	5:07	5:22	6:07
1st at D	5:10	5:25	6:10
Anderson at Hanover	5:21	5:36	6:21

230

Sacramento - Davis
Express

230 AM - DAVIS TO SACRAMENTO	MON - FRI		
Covell at Sycamore	6:00	6:50	7:35
Arlington at Lake	6:07	6:57	7:42
Arlington at Shasta	6:10	7:00	7:45
Eisenhower at Amador	6:13	7:03	7:48
Arthur at Alameda	6:15	7:05	7:50
Capitol Mall at Front	6:41	7:31	8:23
J at 8th	6:46	7:36	8:28
9th at N	6:50	7:40	8:32
10th at N	6:54	7:44	8:36
16th at Capitol Ave.	6:57	7:47	8:39

230 PM - SACRAMENTO TO DAVIS	MON - FRI		
H at 11th	4:35	5:05	5:35
15th at N	4:39	5:09	5:39
P at 13th	4:41	5:11	5:41
10th at N	4:44	5:14	5:44
Capitol Mall at 7th	4:46	5:16	5:46
Capitol Mall at Front	4:50	5:20	5:50
Arthur at Alameda	5:15	5:45	6:15
Eisenhower at Amador	5:17	5:47	6:17
Arlington at Shasta	5:20	5:50	6:20
Arlington at Lake	5:21	5:51	6:21
West Covell at Sycamore	5:26	5:56	6:26
F at Anderson	5:32	6:02	6:32

All Davis Express Routes operate
Monday - Friday, excluding holidays.

AM times are light type.
PM times are bold type.

SHADED AREAS: Due to express service,
bus may arrive early and depart
before timepoint listed.

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

Topic: Receive an Update and Provide Feedback on the Yolo Active Transportation Corridors (YATC) Project	Agenda Item#: Agenda Type:	<h1>8</h1> <h2>Informational</h2>
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Lomeli		Meeting Date: Oct 14, 2024

RECOMMENDATION:

1. Receive an update on the Yolo Active Transportation Corridors (YATC) Project.
2. Provide feedback on:
 - a. Preliminary Intercommunity Corridors and Intracommunity Improvements (Attachment 1a &1b)
 - b. Draft Evaluation Criteria (Attachment 2)

INTRODUCTION

This staff report provides the YoloTD Board with an update on the Yolo Active Transportation Corridors (YATC) project focusing on Existing Conditions Findings, Phase 1 Community Outreach, Preliminary Draft Recommended Corridors, and Draft Evaluation Criteria for prioritizing corridors.

The Executive Summary section provides highlights in these areas while the Background section offers greater detail.

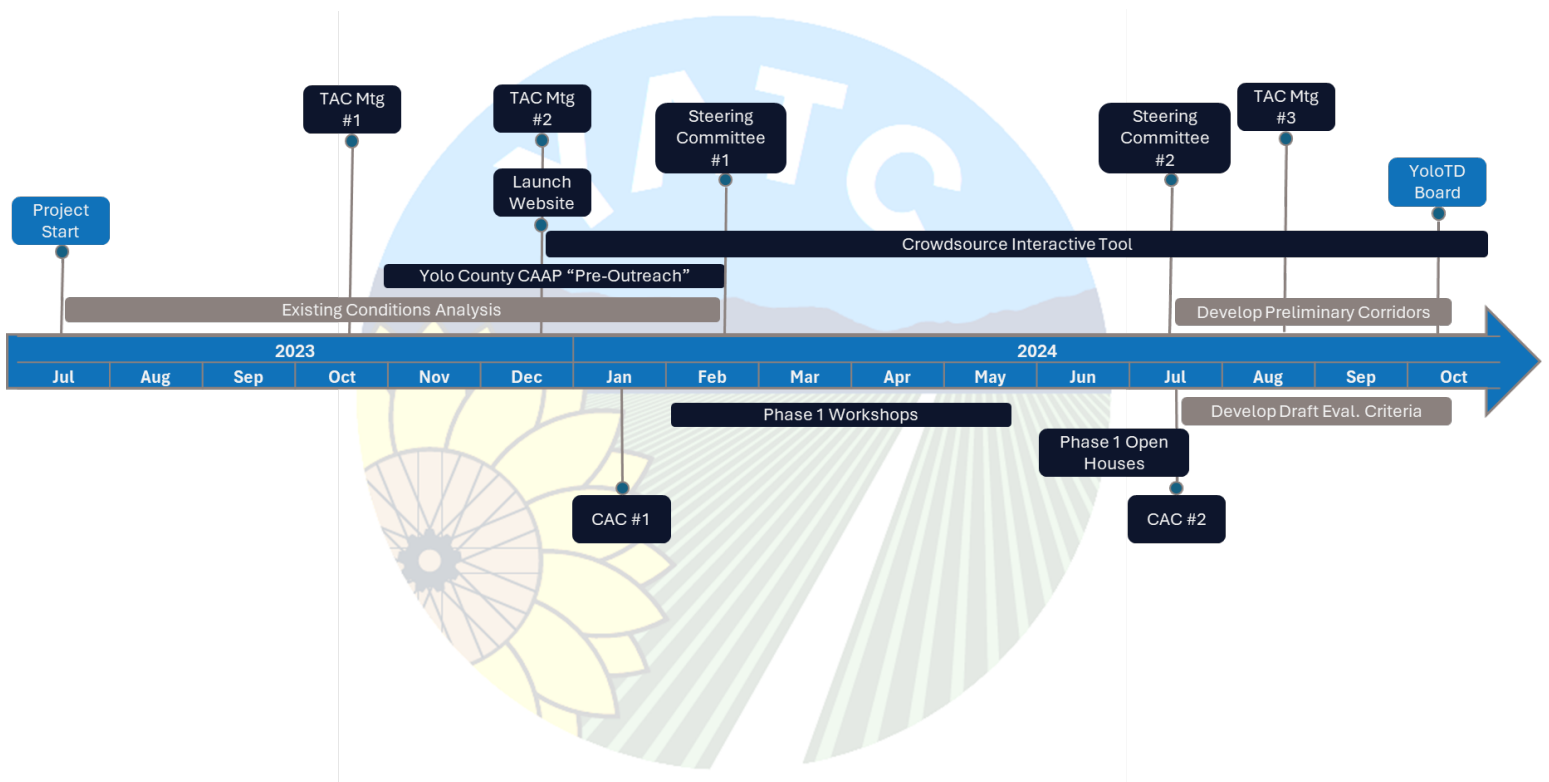
EXECUTIVE SUMMARY:

Key accomplishments have been completion of 1) Existing Conditions, 2) Phase 1 Community Outreach, 3) Preliminary Intercommunity Corridors and Intracommunity Improvements, and 4) draft Evaluation Criteria.

- **Existing Conditions:** Analysis included a comprehensive inventory of all existing pedestrian and bicycling facilities in unincorporated Yolo County. **Conclusion:** Limited active transportation facilities, county roads with high speeds/volumes, narrow roads, no shoulders, long travel distances, and agricultural & geographical barriers to active transportation.
- **Phase 1 Community Outreach:**
 - **Approach:** Phase 1 Community Outreach included a dedicated website, establishment of and engagement with a project-specific Technical Advisory Committee comprised of local agency staff, Steering Committee, an interactive mapping tool, “pre-outreach” promotion in partnership with Yolo County CAAP, 8 workshops in unincorporated communities, and 3 open houses in incorporated cities. These activities were promoted extensively through participation at community events, on-location promotion, outreach partnerships with local “champions” and stakeholder groups, press releases, and social media.
 - **What we Learned (within communities):** Needs for better lighting, safety, sidewalks, crosswalks, traffic calming, ADA accessibility.

- **What we Learned (between communities):** Need for dedicated bike lanes and off-street bike paths to ensure cyclist safety, connectivity between towns and cities.
- **Preliminary Intercommunity Corridors and Intracommunity Improvements:** Based on Phase 1 Outreach feedback the project team has identified preliminary alignments for connecting communities and targeted infrastructure & safety improvements within unincorporated communities (Attachments 1a and 1b, respectively).
- **Draft Evaluation Criteria:** The project team has developed evaluation criteria from which to prioritize improvements, including 1) **Safety**, 2) **Access** to key destinations, 3) proximity to **Disadvantaged Communities**, 4) **Connectivity & Mode Shift**, 5) potential **Demand** for usage, 6) financial and political **Feasibility**, and 7) **Other** such as a high priority project identified by community input (Attachment 2).
- **Next Steps:** Consist of Phase 2 Community Outreach socializing and soliciting feedback on the preliminary corridors and draft evaluation criteria, applying evaluation criteria to identify immediate priorities, return to YoloTD Board for design/engineering authorization of at least one segment, complete the YATC plan, present and solicit feedback to committees & Boards.

Figure 1: Accomplishments to Date



Staff seek Board feedback on the Preliminary Intercommunity Corridors and Intracommunity Improvements (Attachment 1a & 1b) and the Draft Evaluation Criteria (Attachment 2):

Corridors and Improvements	Draft Evaluation Criteria
Do these corridors align with those you envision?	Are we on the right track with the evaluation criteria?
Should any corridors be modified? How?	Have we missed any important criteria that should be included?
Are there any missing corridors that should be added?	Should some criteria be weighted higher than others?

BACKGROUND

The Yolo Active Transportation Corridors (YATC) Project will develop an active transportation plan for a network of multiuse trails that will help to address barriers to mobility for low-income and minority residents of Yolo County. This planning project will build upon YoloTD's recent efforts to explore how public interest design of transportation services can be used to address the needs of the region's most isolated and disadvantaged areas.

YATC was awarded \$1.2 million in federal funds from the Rebuilding Americans Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

YATC will accomplish two objectives:

- Establish a long-term vision and planning document for active transportation corridors in Yolo County.
- Establish priorities and complete construction documents for at least one (1) and up to three (3) corridors, thereby positioning the project(s) for discretionary grant funding.

The scope of work addresses the initial planning and outreach phase of the YATC project, comprised of Tasks 1 (Project Management), 2 (Existing Conditions Assessment), 3 (Public Outreach & Community Engagement), and 4 (Plan Preparation) identified in the RAISE grant application. A subsequent scope of work for the design, engineering, and environmental phase of the YATC project will be prepared once additional information is available regarding the priority corridors identified during the YATC planning process.

The focus of this update is on the completion of Tasks 2 (Existing Conditions Assessment) and Phase 1 of Task 3 (Public Outreach & Community Engagement).

Overview of Existing Conditions Analysis

An existing conditions analysis was prepared to provide an overview and assessment of the current state of active transportation facilities and usage within Yolo County, including analysis and a comprehensive inventory of all existing pedestrian and bicycling facilities in unincorporated Yolo County.

The existing conditions analysis resulted in the following key takeaways. Together with input received during the Phase 1 Public Outreach process, this information will be utilized to identify draft active transportation improvement recommendations in the YATC_Plan.

Local Active Transportation Facilities – Incorporated cities in Yolo County are served by relatively extensive and well-established active transportation systems. Conversely, unincorporated Yolo County communities generally have local active transportation networks that are discontinuous or lacking altogether, limiting opportunities for safe and comfortable local travel by walking, bicycling, or rolling.

Countywide Active Transportation Facilities – Existing active transportation facilities connecting Yolo County communities are limited to bikeways on select routes such as Russell Boulevard and the I-80 Causeway. High vehicle traffic volumes, high travel speeds, narrow roads with no shoulders, and a general absence of dedicated physical space for people walking or bicycling on county roads and state highways pose barriers to countywide active travel and can reduce the safety and comfort for active mode users who may desire to use them.

Travel Distances – The large geographic distribution of Yolo County communities creates substantial travel distances between them, particularly from outlying residential communities to job opportunities in Woodland

Figure 2: Example of Active Transportation Facility Inventory in Esparto



and Davis. Many of these longer trips cannot reasonably be completed by walking or bicycling, except for the most confident and experienced bicyclists who are more willing to travel for longer distances.

Travel Patterns – 85 percent of total Yolo County commute trips are completed by car compared to 97 percent for commute trips in unincorporated communities. Moreover, vehicle ownership is higher in unincorporated communities compared to Yolo County overall, likely due to absence of other travel options and long travel distances. Predominant travel patterns in Yolo County include:

- Travel within incorporated and unincorporated communities
- Travel between incorporated communities (e.g., Woodland to/from Davis)
- Travel between unincorporated communities and Woodland (and to a lesser extent, Davis, West Sacramento, and Winters) for access to jobs, goods, and services
- Travel between nearby unincorporated communities (e.g., Esparto to/from Madison)

Limited Routing Options – The agricultural land use pattern of Yolo County results in a roadway network with wide spacing between roads and intersections. Features such as the Yolo Bypass and the Capay Hills and Blue Ridge Mountains that form the Capay Valley limit opportunities for connections in some parts of Yolo County.

Off-Street Corridors – Natural waterways, manmade waterways, and rail corridors can pose physical barriers to active transportation across these corridors. However, these corridors also present opportunities to potentially

expand the active transportation in partnership with relevant property owners and corridor operators.

Collision History – Since 2018, 26 collisions involving a pedestrian and 18 collisions involving a bicyclist occurred in unincorporated Yolo County. About 64 percent of pedestrian collisions resulted in a pedestrian being killed or severely injured. Many pedestrian collisions occurred when it was dark in areas without streetlighting.

Community Outreach Phase 1

Overview

Staff conducted extensive outreach in Yolo County through various community approaches, including participation in community events hosted by partner and stakeholder organizations. These events enabled staff to interact with Yolo County residents, inform them about the project, and gather their input in an informal environment.

Additionally, staff attended cultural celebrations, which not only respected and celebrated the diverse cultures within the community but also served as a platform to promote the YATC project. This approach ensured that outreach efforts were inclusive and culturally sensitive, fostering a sense of community involvement and support.

Furthermore, staff attended food distribution events, utilizing these gatherings as opportunities for engagement and connection with residents. These events, which consistently attract significant community attendance, provided an ideal setting for discussions about the project. Lastly, staff developed a media kit to assist organizations, community leaders, and local businesses enhancing outreach efforts. YoloTD partnered with local entities to amplify their message and reach a broader audience. These collaborative efforts ensured that the YATC outreach was comprehensive, effectively engaging various community segments and garnering widespread input and support for the project.

See Attachment 3 for a detailed list of Phase 1 Community Outreach efforts.

“Pre-Outreach” Partnership: Yolo County Climate Action & Adaptation Plan Community Outreach

In fall 2023, Yolo County’s Sustainability program conducted community outreach in unincorporated communities for their Climate Action & Adaptation Plan (CAAP). Given the complementary objectives between the YATC and CAAP projects, Yolo County staff invited YoloTD to accompany their events to help promote the YATC project to strengthen the connection between active transportation and climate action initiatives. YoloTD staff used this opportunity to conduct “pre-outreach” to promote the dedicated YATC workshops that would be scheduled in these same communities shortly thereafter. The YATC team attended seven CAAP workshops from October 2023 to January 2024.

Figure 3: County roads in Yolo County often lack dedicated physical space for people walking or bicycling.



YATC Community Workshops (8) & Open Houses (3)

A foundational component of the project's Phase 1 Outreach, we conducted a series of 8 workshops in the unincorporated areas of Yolo County, including:

- Clarksburg
- El Rio Villa
- Madison
- Esparto
- Guinda
- Yolo
- Dunnigan
- Knights Landing

Three Open Houses were also held in:

- Davis
- West Sacramento
- Woodland

All workshops in the unincorporated communities and the Woodland Open House were accessible to monolingual Spanish speakers and a Russian / Ukrainian interpreter was provided for the West Sacramento Open House.

Many unincorporated communities are quite small. However, attendance and participation were good due to extensive pre-event promotion. Overall, over 150 people participated in the 11 events

The workshops use artmaking, storytelling, objects, and play to help participants think deeply and differently about the built environment and each other, tapping into their creative ideas and sensory-based knowledge. Each 90-minute workshop includes two model-building activities: one centered on a favorite memory and the other on creating an ideal space or place as a group. Consultants used a range of interactive techniques to engage community members, ensuring that everyone had the opportunity to contribute their ideas and perspectives.

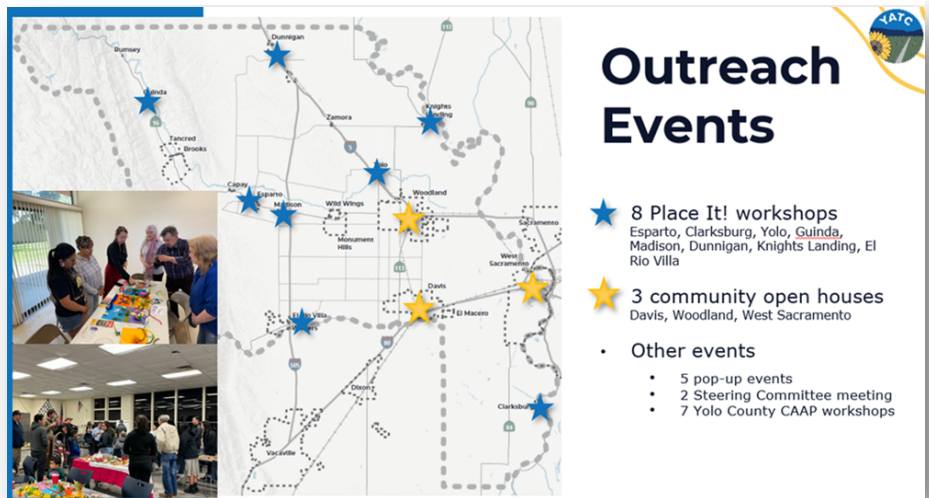
Figure 5: Phase 1 Workshops



YATC Advisory Committees: Technical Advisory and Steering Committees

Two advisory committees were established to help guide the YATC project. First, the project's Technical Advisory Committee consists of local agency staff to provide early input on deliverables prior to presenting to the Steering Committee and the community at large. Second, a Steering Committee was formed comprised of over 30 stakeholder organizations in the county representing a diverse range of interests and demographics groups. Both the TAC and Steering Committee have held two meetings to date.

Figure 4: Phase 1 YATC Outreach Workshops & Open Houses



Project StoryMap

An online project StoryMap was created to provide information on the YATC Plan and an online platform for the targeted communities to learn about the project and share input. The StoryMap details the purpose, goals, and schedule of the Plan, and contains a Crowdsourc+ mapping tool that allows community members to spatialize their comments. This mapping tool is useful to identify problem areas and locations for connections and amenities that would best serve the targeted communities. This map contains 244 individual comments that were originally made online as well as those provided at the targeted workshops and pop-ups.

What We Learned

During Phase 1 outreach, the team engaged extensively with targeted communities to understand their walking and biking experiences within Yolo County. Key themes from the comments received, highlighting common experiences and concerns within these communities:

Lighting and Safety

- Desire for better lighting on roadways and paths
- Concerns about speeding vehicles and the desire for speed bumps to slow down traffic, especially near schools
- Concerns about safety for pedestrians and cyclists due to fast or aggressive drivers
- Concerns about safety for cyclists due to a lack of dedicated space for cyclists on county roads

Sidewalks and Crosswalks

- A significant number of comments requested more sidewalks, crosswalks, and improved pedestrian infrastructure within unincorporated Yolo County communities
- Desire for safer crosswalks with flashing lights to ensure pedestrians can cross streets more safely

Bike Lanes and Paths

- Many comments emphasize the need for dedicated bike lanes and off-street bike paths to ensure cyclist safety
- Requests for bike lane connectivity between towns and cities

Traffic Calming Measures:

- Suggestions for traffic calming measures like roundabouts, rumble strips, and additional stop signs

Accessibility:

- A desire for infrastructure improvements to support mobility, including ADA-compliant ramps, better maintained sidewalks, and new pathways for biking and walking. This includes specific projects like converting old railroad tracks into trails, adding benches and resting spots, and ensuring paths are wide and smooth enough for all users.

Desired Connections

Analysis of community outreach confirmed that participants wanted to be connected with their neighboring communities. Among the more frequently cited connections were:

- Davis – Woodland
- Davis – Winters
- El Rio Villa – Winters
- Capay – Esparto – Madison
- Woodland – Capay Valley
- Rumsey – Guinda – Woodland
- Rumsey – Esparto
- Dunnigan – Esparto
- Winters – Esparto

- Wild Wings – Woodland

- Migrant Center – Davis

Preliminary Recommendations

The preliminary recommendations were identified to support the YATC Project goal of enhancing active transportation connectivity between Yolo County communities and to expand the Yolo County trail network. The corridors were identified based on key findings from the existing conditions technical analysis and public and stakeholder input provided during the first phase of outreach for the YATC Project. Additionally, the corridors build off planned improvements identified during previous planning efforts, including local planning efforts such as the Esparto Community Plan, countywide planning efforts such as the Yolo County Bicycle Master Plan and the Cache Creek Parkway Plan, and regional planning efforts such as the SACOG Sacramento Regional Trails Action Plan and the Caltrans District 3 Active Transportation Plan.

- Local improvements identified in existing community plans (Esparto, Dunnigan, Knights Landing, Clarksburg)
- Countywide and regional improvements identified in existing plans including the Yolo County Bicycle Master Plan, the SACOG trails plan, the Caltrans District 3 ATP, and the Cache Creek Parkway Plan
- Phase 1 Outreach feedback (crowdsource comments, meeting notes, etc) for any community-driven suggestions
- Key findings from existing conditions technical analysis
- Improvements to support previously planned improvements, close gaps, or otherwise build out a more complete countywide bike/ped/trails network consistent with the goals of YATC
 - Consider connections to local destinations such as schools, markets, library, post office, parks, community centers
 - Review safety or collision information
 - Identify opportunities to close gaps in existing sidewalk or bike network
 - Identify opportunities to connect Yolo County communities
 - Identify opportunities to introduce low stress active transportation corridors, with a focus on physical separation between bikes/peds and auto traffic
 - Identify opportunities to improve crossings at challenging locations (ex: across State Route 16 in communities in the Capay Valley)

Intercommunity Corridors

Based on the above considerations and desired connections from Phase 1 Community Outreach Attachment 1a represents the preliminary recommendations for Intercommunity Corridors.

Intracommunity Improvements

An important component of the YATC project is to identify improvements within unincorporated Yolo County communities. Because upgrading the entirety of the communities up to urbanized infrastructure standards (curb, gutter, sidewalks, lighting) is cost prohibitive, the YATC plan will recommend strategic, cost-effective infrastructure and safety improvements based on priorities learned from the community workshops.

The complete set of Preliminary Intracommunity Improvements recommendations can be found in Attachment 2b.

Preliminary Evaluation Criteria for Prioritizing Intercommunity Corridors and Intracity Improvements

Because the need for active transportation facilities is great and must occur over time due to limited resources, evaluation criteria are proposed to identify the most critical connections and prioritize their advancement.

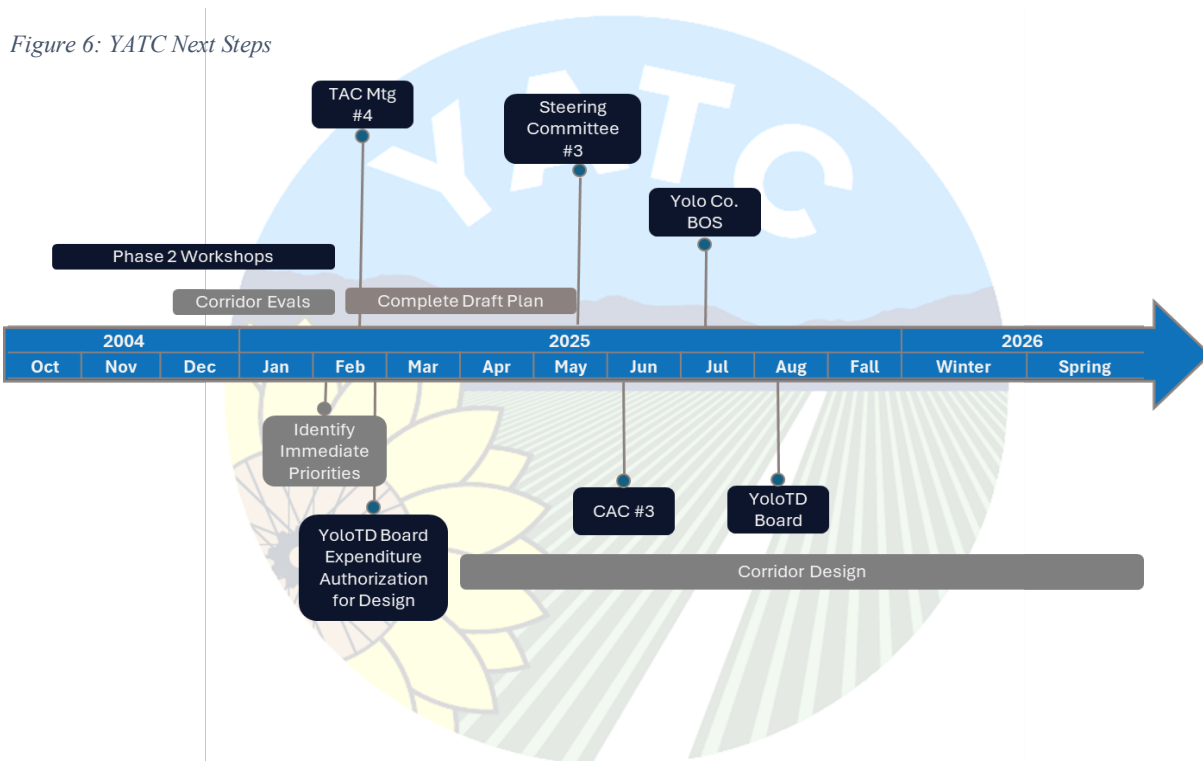
- **Safety:** Nearby fatal or injury collisions, stress & risk factors
- **Access:** Proximity to key destinations
- **Disadvantaged Communities:** Proximity to low income or minority populations
- **Connectivity & Mode Shift:** Critical gap closure project; provides low stress bike/ped improvement
- **Demand:** Potential for usage
- **Feasibility:** ROW availability, cost, political/property owner support
- **Other:** High priority project identified by community input

Next Steps

Immediate next steps will focus on promoting and executing Phase 2 Community Outreach where we will socialize the Preliminary Intercommunity Corridors and Intracommunity Improvements with the unincorporated communities as well as incorporated cities. An additional key objective will be to solicit community input on the evaluation criteria described in the preceding section, identify strengths and weaknesses, and determine if any weighting should be applied to specific criteria.

As Phase 2 Community Outreach winds down, the project team will apply the evaluation criteria to the Intercommunity Corridors and Intracommunity Improvements and then solidify the highest priorities. Recall, the YATC project has over \$640,000 of the \$1.2 million grant award set aside for design/engineering to advance projects to becoming “shovel-ready” and competitive for external grant funding. Thus, as priorities become clear over the next few months, staff will return to the YoloTD Board for spending authorization to initiate design on at least one priority segment.

In parallel with design/engineering, the project team will then complete the draft YATC plan in spring 2025 and bring to the YATC TAC, Steering Committee, YoloTD Citizens Advisory Committee, and Yolo County Board



of Supervisors for input. Staff expect to bring the final plan for YoloTD Board approval in mid-summer 2025.

Figure 6 illustrates key project milestones moving forward.

RECOMMENDATION:

Staff seek Board feedback on the Preliminary Intercommunity Corridors and Intracommunity Improvements (Attachment 1a & 1b) and the Draft Evaluation Criteria (Attachment 2). More specifically:

Corridors and Improvements

- Do these corridors align with those you envision?
- Should any corridors be modified? How?
- Are there any missing corridors that should be added?

Draft Evaluation Criteria

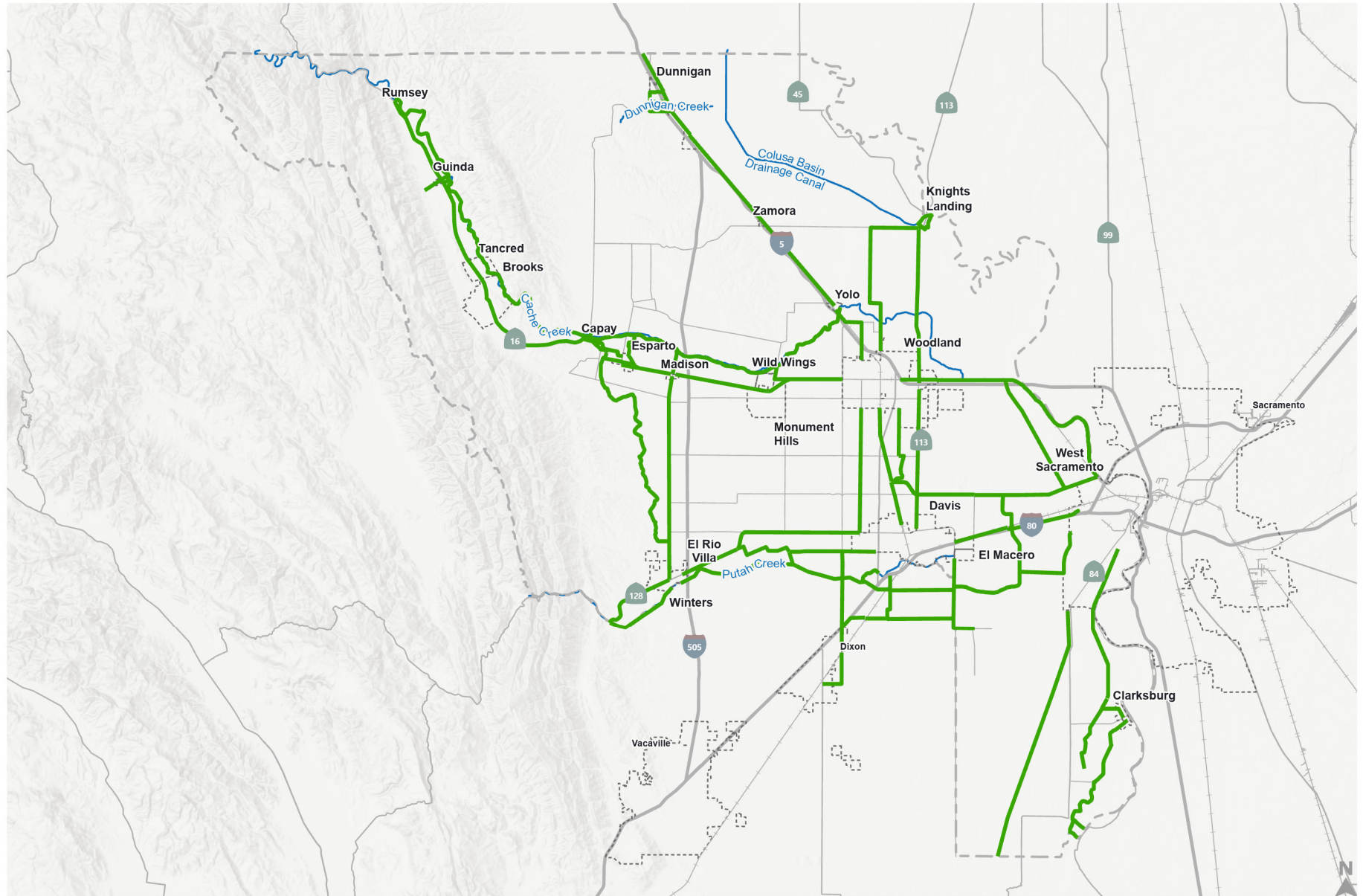
- Are we on the right track with the evaluation criteria?
- Have we missed any important criteria that should be included?
- Should some criteria be weighted higher than others?

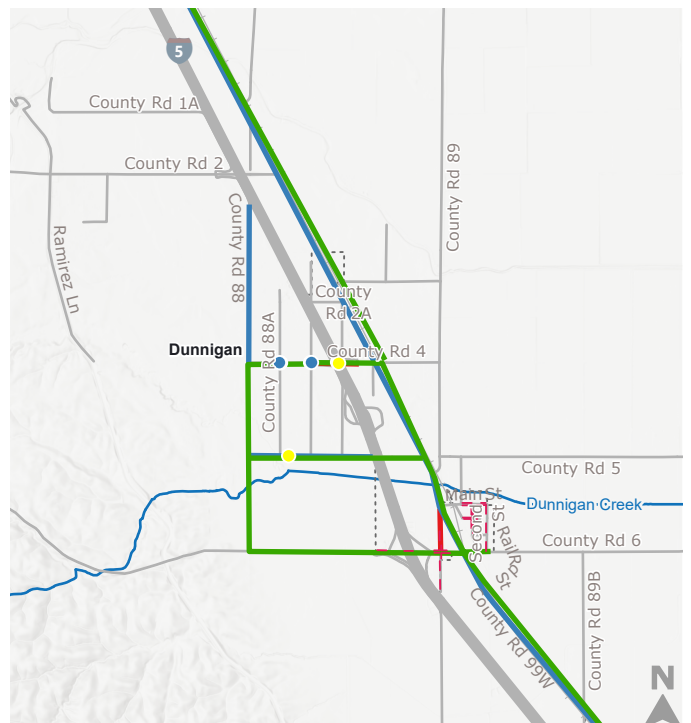
BUDGET IMPACT:

The project is fully funded by the Federal RAISE grant.

Attachments:

1. Preliminary Recommendations
 - a. Intercommunity Corridors
 - b. Intracommunity Improvements
2. Draft Evaluation Criteria
3. Table & Picture Collage of Community Outreach Events

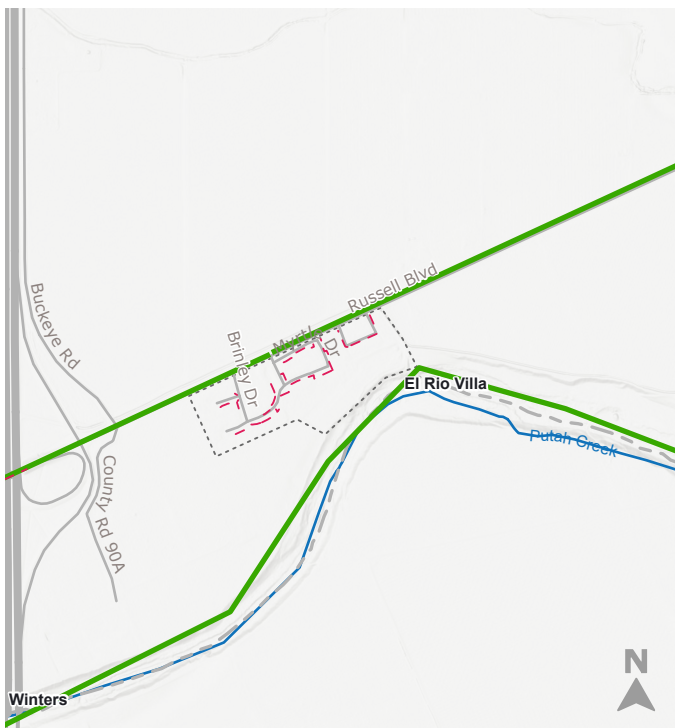
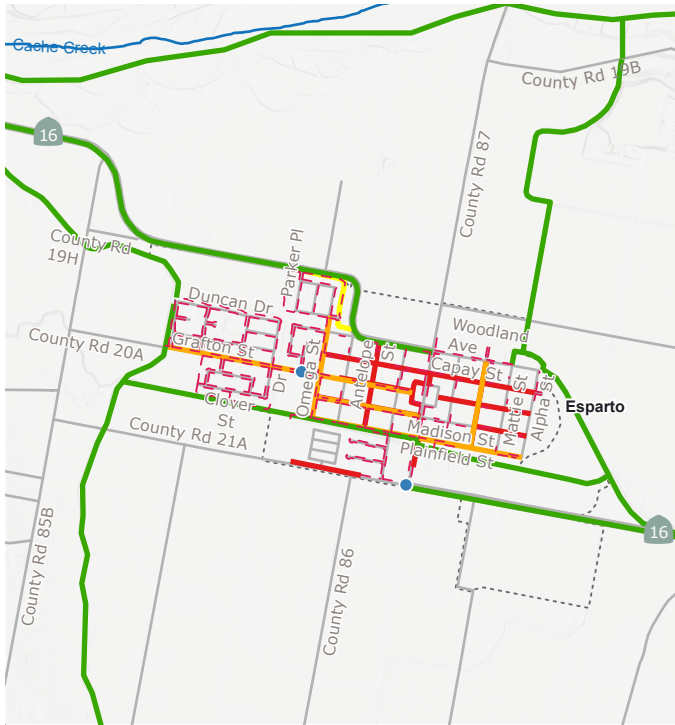




Legend

- Curb ramps
- Marked/High-Vis crosswalk
- Other
- Pedestrian hybrid beacons
- Rectangular Rapid Flashing Beacon
- Preliminary Improvement Corridor
- Class II Bike Lane
- Class IIB Buffered Bike Lane
- Class III Bikeway
- Class IIIB Bicycle Boulevard
- Class IV Separated Bikeway
- Sidewalk
- Unpaved Trail
- Other
- - - Existing Sidewalks

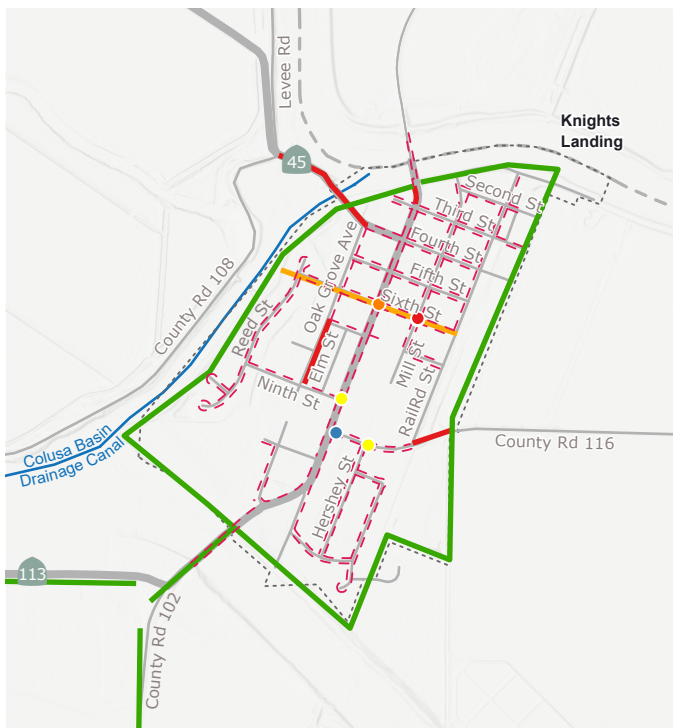
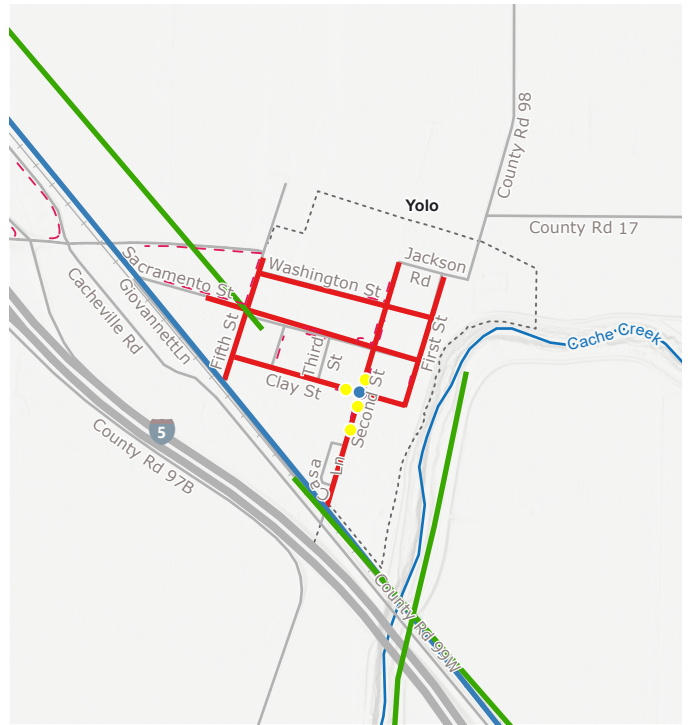
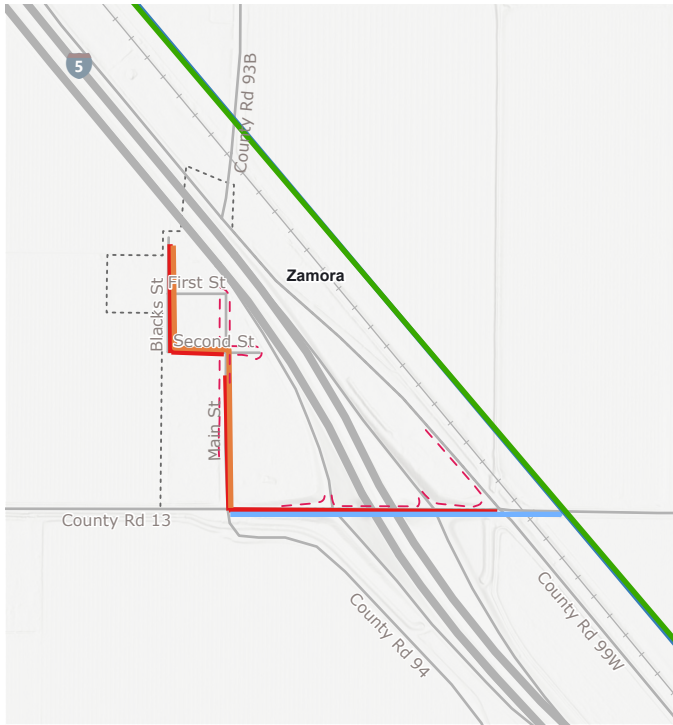




Legend

- Curb ramps
- Preliminary Improvement Corridor
- Class IV Separated Bikeway
- Marked/High-Vis crosswalk
- Class II Bike Lane
- Sidewalk
- Other
- Class IIB Buffered Bike Lane
- Unpaved Trail
- Pedestrian hybrid beacons
- Class III Bikeway
- Other
- Rectangular Rapid Flashing Beacon
- Class IIIIB Bicycle Boulevard
- - Existing Sidewalks





Legend

- Curb ramps
- Preliminary Improvement Corridor
- Class IV Separated Bikeway
- Marked/High-Vis crosswalk
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- Other
- Class IIB Buffered Bike Lane
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- Pedestrian hybrid beacons
- Class III Bikeway
- Other
- Rectangular Rapid Flashing Beacon
- Class IIIIB Bicycle Boulevard
- - Existing Sidewalks



ATTACHMENT 2: DRAFT EVALUATION CRITERIA

Criteria Category	Example Criteria
Safety	Nearby fatal or injury collisions
Access	Proximity to key destinations
Disadvantaged Communities	Proximity to low income or minority populations
Connectivity & Mode Shift	Critical gap closure project; provides low stress bike/ped improvement
Demand	Potential for usage
Feasibility	Right-of-Way availability, cost, political/property owner support
Other	High priority project identified by community input



YATC Phase 1 Community Outreach Events

Location	Date/Time	Event Description
Unincorporated		
Yolo CAAP Winters Winters Community Center 201 Railroad Ave	Monday, 11/13/2023 5:30 pm - 6:30 pm	Yolo County Climate Action Plan Workshop
Yolo CAAP Guinda Western Yolo Grange Hall 16787 Forrest Ave	Wednesday, 11/29/2023 6:00 pm -7:00 pm	Yolo County Climate Action Plan Workshop
Yolo CAAP Clarksburg 59215 Netherlands Ave	Thursday, 01/04/2024 7:00 pm -8:00 pm	Yolo County Climate Action Plan Workshop
Clarksburg CAC Community Library	Thursday, 2/1/2024 7:00 pm to 9:00 pm	10-15 min presentation + Q&A * YATC overview Gather feedback on future YATC outreach efforts in Clarksburg
Knight's Landing 42114 Seventh St	Saturday, 2/3/2024 9:00 am to 11:00 am	Community Center Annual Meeting
Esparto High School Marsh Hall 26675 Plainfield St	Thursday, 2/8/2024 6:00 pm to 7:30 pm	PlaceIT workshop
Knights Landing Branch Library 42351 3rd St.	Saturday, 2/17/2024 10:00 am to 11:00 am	Knight's Landing Library Loteria Event to help adult English learners practice their English
Yolo RISE Collective Esparto	Friday, 2/23/2024 9:00 am -10:00 am	15-20 minute presentation on project
Almond Festival 17001 Yolo Ave Esparto	Saturday, 2/24/2024 9:00 am - 1:00 pm	Tabling at festival
Knights Landing Town Hall 225 Mill St.	Saturday, 2/24/2024 2:00 pm to 5:00 pm	One Health Center Annual Celebration Celebrate the KL community with games, food, raffles, etc.
Clarksburg 52915 Netherlands Rd	Thursday, 2/ 29/2024 6:00 pm to 7:30 pm	Outreach Workshop
Yolo Library 37750 Sacramento St	Wednesday, 3/13/2024 6:00 pm-7:30 pm	Outreach Workshop
Guinda Western Yolo Grange Hall 16787 Forest Ave B312	Thursday, 3/14/2024 6:30 pm to 8:00 pm	Outreach Workshop
Madison Town Hall	Wednesday, 3/20/2024 6:00 pm to 7:30 pm	Outreach Workshop
Dunnigan Fire Hall 29145 Main St.	Thursday, 3/ 21/2024 6:00 pm to 7:30 pm	Outreach Workshop
Knight's Landing Library 42351 3rd St.	Saturday, 4/13/2024 1:00 pm - 3:00 pm	El Dia de Nino- tabling/place it
Knight's Landing Workshop 42114 Seventh St	Monday, 5/20/2024 6:00 pm to 7:30 pm	Outreach Workshop
El Rio Villa (Winters) 62 Shams Way	Tuesday, 5/ 21/2024 6:00pm to 7:30pm	Outreach Workshop
Rise, Inc. Esparto	Friday, 5/ 24/2024 9:00 am - 12:00 pm	Collaborative Spotlight Rise Monthly Meeting
Cities		
Yolo CAAP Dunnigan Dunnigan Fire Hall 29145 Main St	Thursday, 11/16/2023 6:00 pm - 7:00 pm	Yolo County Climate Action Plan Workshop

Yolo CAAP Woodland Woodland Library 250 1st St	Friday, 12/1/2023 12:00 pm - 1:00 pm	Yolo County Climate Action Plan Workshop
Yolo CAAP West Sacramento Lighthouse Charter 899 Bryte Ave	Saturday, 12/2/2023 4:00 pm - 5:00 pm	Yolo County Climate Action Plan Workshop
Yolo CAAP Davis Odd Fellows Lodge 415 2nd Street	Friday, 12/ 8/ 2023 4:00 pm - 7:00 pm	Yolo County Climate Action Plan Workshop
YoloTD CAC Meeting 350 Industrial Way	Tuesday, 1/30/2024 6:00 pm	Presentation on YATC
CommuniCare Health Centers	Wednesday, 2/21/2024 5:00 pm to 6:00 pm	Facilitator in one of their platicas (informative workshops in Spanish), we would like you to explain us about the transportation services that exist in Yolo County
NVIH Health Fair 1280 E Gibson Rd Woodland	Monday, 4/29/2024 10:00 am to 2:00 pm	Outreach Event
California Trails & Greenways Conference Statewide Conference @ Everline Resort	Wednesday, 5/1/ 2024 8:00am to 9:30 am	Workshop
Rancho Yolo Senior Community 620 Pole Line Rd, Davis	Thursday, 6/6/2024 1:00 pm to 3:00 pm	Outreach Event
Davis Open House 315 E 14th St	Monday, 6/6/2024 5:30pm to 7:30pm	Open House
West Sacramento Open House 1212 Merkley Ave	Tuesday, 6/18/2024 6:00pm to 7:30pm	Open House
Woodland Open House 350 Industrial Way	Thursday, 6/27/2024 6:00pm to 7:00pm	Open House
Yolo County Technical Advisory Committee 292 W Beamer Woodland	Thursday, 3/28/ 2024 4:30pm to 6:00 pm	Workshop
SACOG - Annual Racial Equity Action Plan Tour: Woodland & Yolo County	Thursday, 3/21/2024 8:00am - 10:00 am	Annual Racial Equity Action Plan Tour Yolo County
Yolo County Technical Advisory Committee 292 W Beamer Woodland	Thursday, 9/26/ 2024 4:30pm to 6:00 pm	Project Presentation



YATC OUTREACH PHASE 1



BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Approve Resolution 2024-23 Authorizing the Executive Director to Execute an Agreement with Silicon Transportation Consultants for Tolling Advance Planning Consulting Services for the Yolo 80 Managed Lanes Project, not to exceed \$1,770,000	Agenda Item#: Agenda Type:	<h1>9</h1> Action
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat		Meeting Date: October 14, 2024

RECOMMENDATION:

Approve Resolution 2024-23 Authorizing the Executive Director to execute an agreement with Silicon Transportation Consultants (STC) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project, not to exceed \$1,770,000.

BACKGROUND:

This staff report is limited to consulting procurement for the tolling advance planning component of the Yolo 80 Managed Lanes project. A full history of project updates and Board actions can be found at the project website below:

<https://yolotd.org/planning-projects/freeway-roads/>

In June 2023, YoloTD was awarded \$2 million in SACOG Regional Funding for the tolling advanced planning activities, above. Staff selected WSP USA Inc. (WSP) through a competitive bid process and then obligated this funding in late October 2023 so Tolling Advance Planning activities could be reimbursed by this funding source. In May 2024, 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 and prepared to re-bid the project.

In July 2024, the YoloTD Board directed staff to conduct a federally compliant procurement process for tolling advanced planning for the \$2 million awarded in June 2023 to the Yolo 80 Managed Lanes project.

Federally Compliant Consultant Selection Process

A deficiency in the original consultant selection process was the absence of establishing a Disadvantaged Business Enterprise (DBE) goal. For this procurement process, the project established a Caltrans-approved 10% DBE project goal. In July 2024, staff released a Request for Qualifications for the above scope of work which closed on August 12, 2024. Two Statement of Qualifications (SOQ) were submitted from consulting teams led by the following prime contractors: 1) CDM Smith and 2) Silicon Transportation Consultants (STC). With both firms highly qualified to perform the needed services, they were both asked to submit formal proposals and invited to interview. Interviews were held on August 28, 2024.

SOQs, proposals, and interviews were evaluated by a panel of four local, state, and regional agency staff consisting of Yolo Transportation District staff (2), Caltrans District 3 (1), and Sacramento Area Council of Governments (1), respectively.

The evaluation team selected the team led by Silicon Transportation Consultants. Subconsultants include WSP USA, Kimley-Horn, C&M Associates, and the Law Office of Kirk Trost. This team includes several members from the original

WSP team with whom YoloTD has worked on this project since October 2023. Their understanding of the project scope, role advising YoloTD within the regional tolling landscape, schedule, and prioritization of tasks justified their selection.

The STC team has committed to a 27% DBE objective, with STC itself certified as a California DBE.

Key Scope of Work Tasks

Task 1, Process Mapping and General Technical Advisory Services: STC will provide a clear understanding of the Yolo 80 Managed Lane tolling process from this point through construction and operation, including planning, design, procurement, integration, and management. STC will also analyze respective agency roles and political considerations among CARTA members including Caltrans, YoloTD, and SACOG.

Task 2, Technical Advisory Services for Yolo 80 Express Lanes:

Provide technical and professional consulting services related to Express Lanes Tolling Program setup, procurement, and operations planning, including:

- Continued policy, governance and financial impact planning
- Coordination of peer information exchanges and vendor presentations to allow YoloTD to make the best informed decision based on lessons learned and available solutions
- Ongoing schedule and risk reviews to ensure the project stays on track
- Technology support to ensure system integration touchpoints with larger Intelligent Transportation System or statewide initiatives are handled seamlessly with a vision for scalability and flexibility
- Contracting, Memorandum of Understanding, or Operational Agreement advice and guidance for third parties (financial back-office processors, customer service providers, or other operational considerations)
- Cross-Task support to ensure a unified program throughout all the deliverables

Task 3, Roadside Toll System Procurement Request for Proposals:

- Conduct needs assessment to develop a tolling roadmap that outlines key technical, financial, institutional, and operational decisions that impact the RFP
- Review Caltrans infrastructure design and coordination touch points
- Conduct stakeholder, peer agency, and vendor outreach for informed decision making on desired technical solution Develop System Integrator requirements and finalize business rules
- Draft procurement docs and RFP, and aid in proposal review and vendor selection

Task 4, Level 2 Traffic and Revenue Study Analysis:

- Provide a more comprehensive review of traffic and revenue forecasts to better inform toll policies and toll rate setting, including any equity concerns for the region
- Includes a socioeconomic analysis to ensure factors such as employment, population, and lingering COVID-19 effects are included in the modeling to ensure a full picture is evaluated
- Detailed modeling of Travel Demand

Task 5, Community Outreach and Engagement:

Community engagement in coordination with CARTA will 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, among others.

Task 6, Legal Advisory Services:

The Law Offices of Kirk Trost will continue 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.

Task 7, Countywide Transportation Demand Management (TDM) Organizational Study

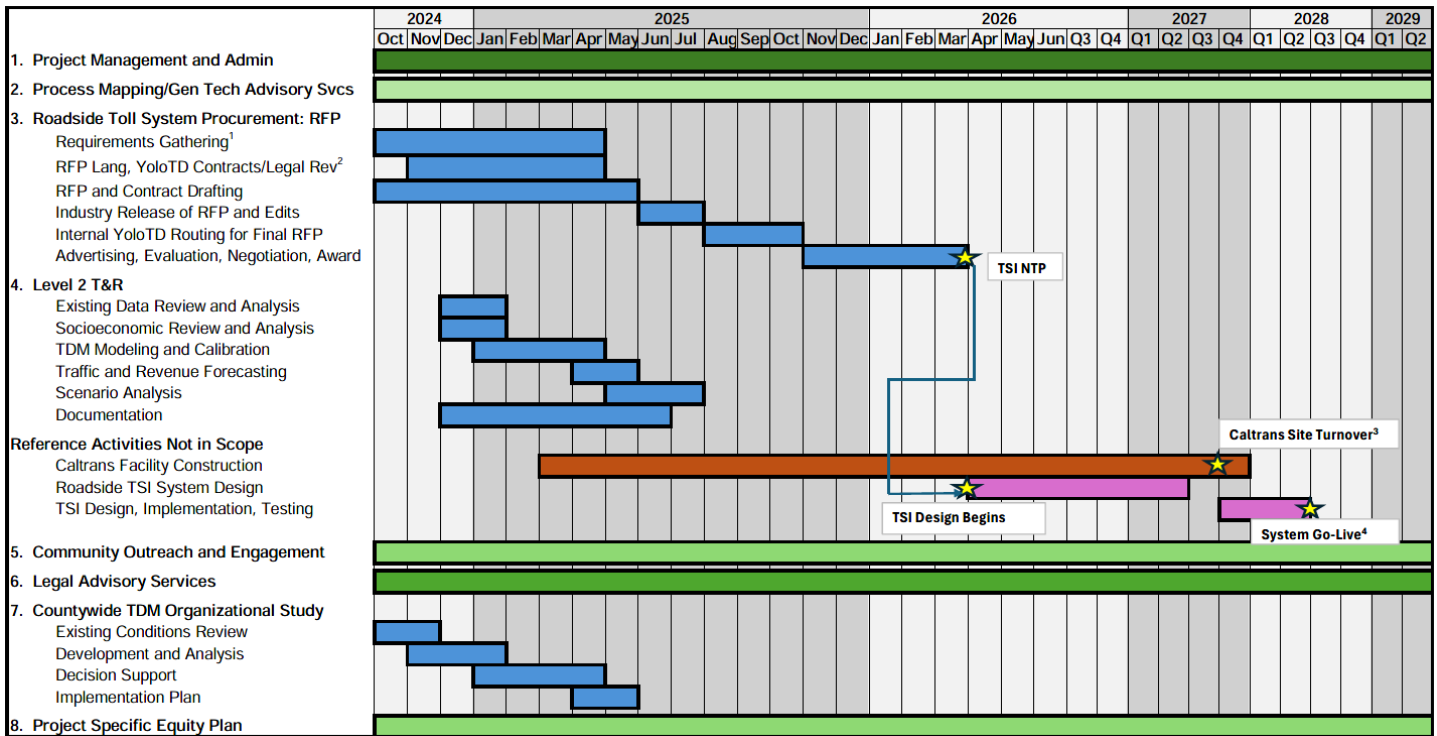
- Review of current TDM program in light of new Vehicle Miles Travelled (VMT) mitigation goals
- Develop multiple organizational models that Yolo Commute could adopt based on VMT mitigation goals, expanded funding, and increased program membership/participation
- Develop an implementation plan for the selected model, inclusive of organizational change, staffing, and timing considerations

Task 8, Project-specific Equity Plan:

- Develop framework for a Yolo 80-specific Equity Plan that takes into account income-based pricing programs, reducing access and administrative burdens to administer any programs, transit partnership and concurrent programs, and equitable enforcement of tolling and evasion payment
- Conduct public outreach and information gathering sessions to give impacted communities a voice in the process
- Coordinate with CARTA on larger regional equity initiatives

Project Schedule

The below exhibit reflects the anticipated project schedule upon agreement execution.



BUDGET IMPACT:

The total agreement award will be for \$1,770,000 and funded by a \$2 million award from the SACOG Regional Funding Transformative grant program with federal Regional Surface Transportation Program (RSTP) funding. As described in the July 2024 staff report, YoloTD has incurred approximately \$240,000 of local funding expenses to date, which are expected to be recovered through staff time reimbursements from the grant award. The below table highlights the project cost assumptions by task.

Task #	Description	Full Estimate
1	Project Management	\$ 45,000
2	Process Mapping & General Technical Advisory Services	\$ 165,000
3	Roadside Toll system Procurement: RFP Proposal	\$ 440,000
4	Level 2 Traffic & Revenue Study	\$ 303,000
5	Community Outreach & Engagement	\$ 130,000
6	Legal Advisory Services	\$ 280,000
7	Countywide TDM Organizational Study	\$ 150,000
8	Project-Specific Equity Plan	\$ 215,000
	Direct Costs	\$ 42,000
	Total	\$ 1,770,000

Attachments

1. Resolution 2024-23 Authorizing the Executive Director to Execute a Professional Services Agreement with Silicon Transportation Consultants
2. Draft Agreement / STC Project Proposal

**YOLO TRANSPORTATION DISTRICT
RESOLUTION No. 2024-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO
TRANSPORTATION DISTRICT AUTHORIZING THE EXECUTIVE DIRECTOR TO
EXECUTE AN AGREEMENT WITH SILICON TRANSPORTATION CONSULTANTS
FOR TOLLING ADVANCE PLANNING CONSULTING SERVICES FOR THE YOLO
80 MANAGED LANES PROJECT, NOT TO EXCEED \$1,770,000**

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

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

WHEREAS, in June 2023, the Yolo Transportation District was awarded \$2 million from the SACOG Regional Funding Transformative Grant program to complete Tolling Advance Planning activities for the Yolo 80 Managed Lanes project;

WHEREAS, in November 2023, the Yolo Transportation District amended the WSP agreement to include Tolling Advance Planning activities for the Yolo 80 Managed Lanes project;

WHEREAS, in May 2024, the Yolo Transportation District learned from Caltrans District 3 Local Assistance that Tolling Advance Planning expenses could not be reimbursed unless selected via federally compliant competitive process;

WHEREAS, in May 2024, Yolo Transportation District issued a stop work order to WSP;

WHEREAS, in July 2024, the Yolo Transportation District authorized the Executive Director to procure consulting services for the Yolo 80 Managed Lanes project for Tolling Advance Planning and technical advisory services;

WHEREAS, in August 2024, a consulting team led by Silicon Transportation Consultants was selected via a federally compliant competitive selection process to provide consulting services for the Yolo 80 Managed Lanes project including for ongoing professional technical advisory services;

WHEREAS, Yolo Transportation District intends to recover \$240,000 of unreimbursed costs by redesignating staff time from “in-kind” to “reimbursable” over the course of this agreement, leaving approximately \$1,770,000 of grant funding available for a professional services agreement;

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

thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yolo Transportation District, authorize the Executive Director, or her designee, to execute an agreement for up to \$1,770,000 with Silicon Transportation Consultants for Tolling Advance Planning and technical advisory services through June 30, 2029.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 14th day of October 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

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

CONSULTANT (“CONSULTANT”)

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:
SILICON TRANSPORTATION CONSULTANTS

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be JEF NAZARENO
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. With the exception of services provided by the Law Office of Kirk E. Trost (TROST), 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. TROST shall be solely responsible for any services provided by TROST and there shall be no recourse against either CONSULTANT or any other subcontractor or subconsultant.
- 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 **October 15, 2024**, 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 **June 30, 2029**, 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 **\$0**. 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 **\$1,770,000.00**
- 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. With the exception of the services provided by TROST, 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 10%. 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 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 on 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:

SILICON TRANSPORTATION CONSULTANTS
Jef Nazareno, Partner
4532 Silva Ct
Palo alto, CA 94306

LOCAL AGENCY:

Yolo County Transportation District
Brian Abbanat, Planning Director
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

Silicon Transportation Consultants

Autumn Bernstein

Authorizing Signature

Date: _____

Date: _____

September 26, 2024



Mr. Brian Abbanat
Senior Planner
Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

RE: Detailed Proposal for Tolling Advance Planning for the Yolo 80 Managed Lanes Project

Dear Mr. Abbanat,

Silicon Transportation Consultants (STC) is pleased to submit our detailed proposal for the Yolo County Transportation District (YoloTD) for Tolling Advance Planning for the Yolo 80 Managed Lanes Project. This proposal provides additional information via a robust Scope of Work (SOW) that expands upon our previous short proposal submitted on August 12, 2024, and our RFQ response dated August 23, 2024. Per your request, this detailed proposal focuses on the following deliverables:

- **Deliverable 3:** Roadside Toll System Procurement, Request for Proposals (RFP) Development
- **Deliverable 4:** Level 2 Traffic and Revenue Study
- **Deliverable 7:** Countywide Transportation Demand Management Organizational Study

Additionally, as **Deliverable 2:** Technical Advisory Services is an overarching activity that has touchpoints into several larger programmatic activities and initiatives for Yolo 80, we have provided we have provided information on those specific tasks for your review. We also understand there may be a desire to move more quickly on **Deliverable 8:** Project-specific Equity Plan, so we have provided information on that area as well.

In addition to the SOW, we have provided a revised schedule that reflects the subtasks for each deliverable, as well as our cost sheet. We remain committed to the budget originally proposed in the RFQ submittal for each deliverable.

We have included Appendices related to our Project Team's staff rate breakdowns, as well as our exceptions to your baseline contract, requesting a pass-through liability of professional legal services to our subconsultant, the Law Office of Kirk E. Trost.

As additional information may be needed for full compliance with any Caltrans project requirements, feel free to reach out to us so that we may provide this information. The STC team is thankful and ready to work with the YoloTD team. Please do not hesitate to contact me at (617) 448-8611 or pvu@silicontc.com or Jef Nazareno at (510) 846-2974 or jnazareno@silicontc.com if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "PVU", is written over a faint blue circular stamp.

Patrick Vu
Partner

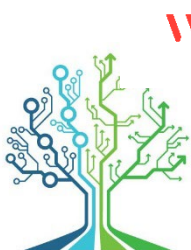
Proposal for Tolling Advance Planning for the Yolo 80 Managed Lanes Project



Photo source: <https://yolotd.org/>

September 26, 2024

Contact Person:
Patrick Vu
(617) 448-8611
pvu@silicontc.com



 **Kimley»Horn**

 **C&M**
C&M Associates, Inc.

LAW OFFICE OF
KIRK E. TROST

SILICON
Transportation Consultants



SILICON
Transportation Consultants

4352 Silva Ct
Palo Alto, CA 94306
www.silicontc.com

Certified DBE and SB in CA

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Introduction

As a follow up to STC’s proposal on August 12, 2024, and RFQ response on August 23, 2024, the following proposal provides in-depth information on how STC and its partners will support YoloTD on multiple, concurrent deliverables.

Statement of Confidence

The Project Team is well positioned to provide overall technical advisory for the Project because of the team’s continuity and expertise. Core members of the team have been involved in Project work for the last several years, and played key roles in executing pre-planning, ensuring the Project received tolling authority, and establishing the governance structure for CARTA. By enhancing this continuity with the addition of several subject matter experts, the team is equipped to respond efficiently to both expected and unforeseen tasks, whether advising on policy matters or offering technical support.

Scope of Work (SOW)

The following SOW defines the specific work item to be accomplished from our initial proposal.

Deliverable 3: Roadside Toll System Procurement, Request for Proposals (RFP)

We understand the criticality of immediately mobilizing and getting a vendor on board ASAP, as Caltrans facility design has been completed without vendor input, and construction is set to begin in Spring 2025 with a completion date in Fall 2027. To that end, we’ve mapped out the major items that need attention.



Figure 1: RFP Development Tasks

Task 3.1: Needs Assessment and Outreach

The Project Team will develop a tolling roadmap that includes the regional, technical, and institutional decisions with timelines associated with each decision. The purpose of this roadmap is to parse decisions into a critical path and to determine which decisions have dependencies with each other and document decisions that have already been made that impact procurement.

The tolling roadmap will include the following:

- An inventory of decisions needed for technical, institutional, and operational decisions based on previously developed studies
- Identify key operational items, financial reconciliation, business rules, performance metrics for the roadside toll system
- Review Caltrans infrastructure design and coordination touchpoints,

- Identify the commercial back office/Customer Service Center integration touchpoints that would affect the roadside toll system
- Timelines associated with the roadside toll system procurement, systems integration, civil construction, and commercial back office/Customer Service Center approach for the assumed tolling go live date in 2027
- Develop a flow chart that establishes the critical path of decisions and the timing of each step in the process including request for proposal development, procurement timelines, integrator input into design, and construction activities.

The Project Team will facilitate engagements with key stakeholders such as Caltrans, CHP, CARTA, and SACOG to provide inputs to the tolling roadmap.

The Project Team also believes in conducting outreach with peer operators and tolling vendors would be beneficial to inform on the state of art of express lanes technologies and operations. This will give YoloTD and stakeholders a scan of options available and help the Project Team develop subsequent requirements and a procurement strategy. Outreach with eight tolling vendors and tolling peers will be conducted through a combination of interviews. Results of this outreach will be incorporated into a procurement strategy paper summarizing key decisions and the plan for procuring the roadside toll system integrator.

Task 3.2: Toll System Integrator (TSI) Requirements and Business Rules Development

Building on the tolling roadmap and procurement strategy paper, the Project Team will develop requirements and business rules for the roadside toll system to be used in the procurement of the TSI. It will include specific requirements and business rules for technology and operations. The requirements will include, but not limited to:

- Capturing of toll transactions and dynamic pricing
- Roadside equipment technical requirements
- Data collection and reporting
- Maintenance requirements
- Commercial back office integration

Task 3.3: RFP Procurement Documents Development

The Project Team will also develop other components of the procurement documents for the Systems Integrator. The procurement documents will include:

- Contracting terms and conditions
- Key performance indicators for tolling operations
- Schedule, timeline, and period of performance
- Testing requirements
- Responsibilities for construction of roadside tolling hardware elements
- Define roles and responsibilities between the TSI, civil contractor, the commercial back office, and other key stakeholders

Task 3.4: TSI Draft and Final RFP

The Project Team envisions development of an initial draft of a toll systems integrator RFP for review and feedback by YoloTD. Then release a draft RFP to the get toll industry feedback before releasing a finalized RFP. The Project Team will continue supporting YoloTD throughout the advertising, vendor selections, negotiations, and award phases of the procurement.

Deliverable 4: Level 2 Traffic & Revenue Study

The Level 2 T&R study is key to understanding demand, toll policy implications, VMT and TDM impacts, and toll rates and revenues by day of the week, time of day, travel direction, toll zone, trip purpose, and discount eligibility.

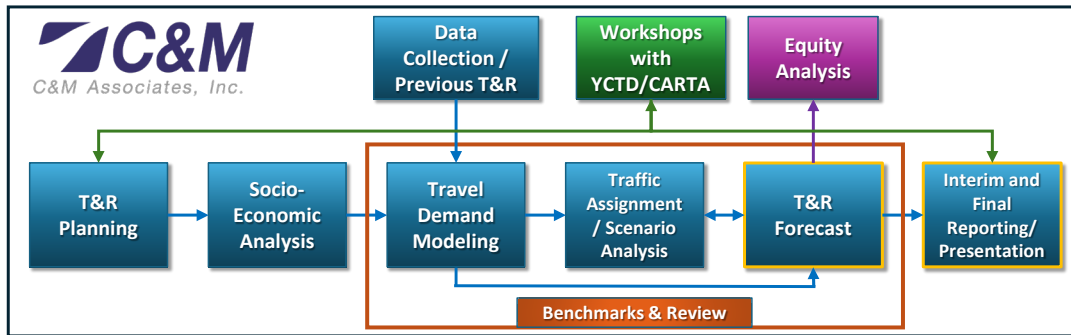


Figure 2: T&R Level 2 Activities

The T&R study, which will be informed by the Project Team’s recent work on I-580/I-680 and SR 37, comprises the key tasks outlined below:

Task 4.1: Data Collection and Analysis

The Project Team will compile a catalog of project documents and existing information from YoloTD and partner agencies regarding:

- Project goals and objectives
- Technical information and reports
- Available policy guidance

One stakeholder workshop is proposed with YoloTD, partner agencies, and Caltrans. The objective of the workshop is to identify the desired scenarios to be analyzed based on current plans, constraints, project configuration options, toll policy options, enforcement, equity, procurement, etc. After the workshop, a technical memorandum will be written detailing discussed policy options and assumptions to be used in subsequent tasks.

To support its technical work, the Project Team intends to use existing and commercial information from YoloTD, Caltrans, and partner agencies such as PeMS, data collected from the EIR and Streetlight, Moody’s Analytics, Woods & Poole Economics, and others.

Task 4.2: Socioeconomic Analysis

Socioeconomic variables such as employment and population are important inputs for travel demand models (TDM) and TDM trip table development. It is also important to have a clear understanding of current and future developments within the study area, particularly possible lingering effects that the COVID-19 pandemic had on the local economy and businesses.

The Project Team will conduct a socioeconomic evaluation of the study area and will review the socioeconomic trends within the project’s area of influence. Socioeconomic data will be validated and checked with publicly available sources. The Project Team will review the latest SACOG TDM socioeconomic data forecasts and will evaluate and supplement these forecasts with data purchased

from sources such as Moody’s Analytics and Woods & Poole Economics. The Project Team will analyze the current socioeconomic conditions of the study area to develop projections for future developments at the traffic analysis zone (TAZ) level. The results of this analysis will serve as vital inputs to the travel demand modeling process.

Task 4.3: Adopt and Develop Travel Demand Model

This task includes two major components: (1) Adopting SACOG’s SACSIM and (2) developing a toll diversion. The figure below exemplifies the incorporation of the toll diversion procedure within the ABM framework.

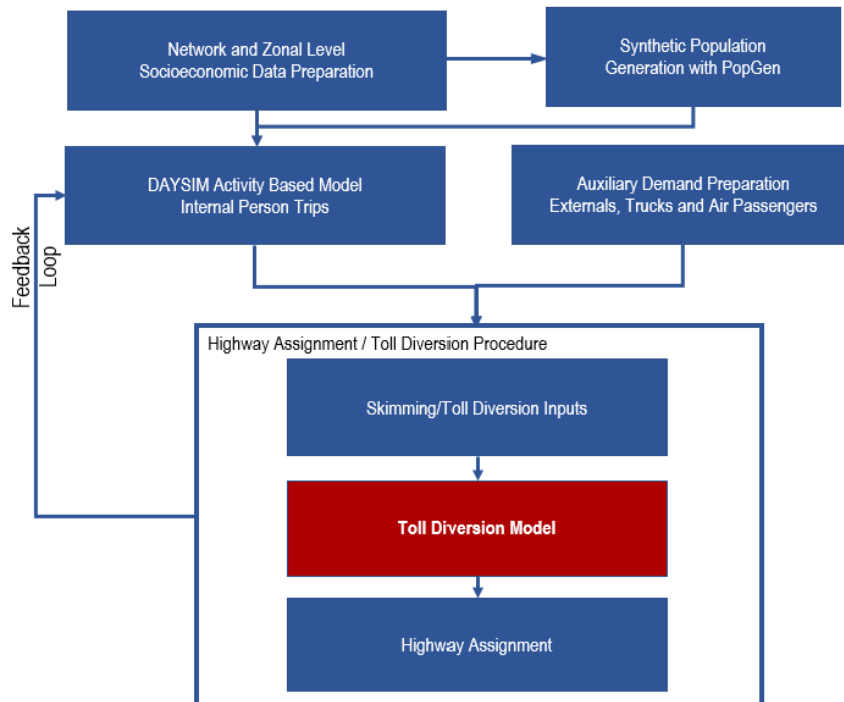


Figure 3: Travel Demand Model Development Process

The Project Team will review and adopt SACSIM as the basis of its modeling. Regarding roadway pricing, the Project Team will evaluate the existing functionality within SACSIM and decide on its use or the use of the Project Team’s proprietary Cube toll diversion scripts. The rest of the T&R forecasting methodology is outlined in the following steps:

- Select and maintain a calibrated model base year, considering that the years 2020 and 2021 are unrepresentative of typical travel behavior due to the COVID-19 pandemic.
- Update future sub-area trip tables for the Project corridor corresponding to the desired vehicle occupancy policy (e.g., HOV2, HOV3).
- Determine directional travel times, volume delay functions, and travel delays by Express Lane segment to be incorporated in the sub-area demand modeling procedures.
- Determine value of time (VOT) and value of reliability (VOR) estimates by time of day—based on revealed preferences from similar projects in C&M’s database—calibrated to the study corridor’s socioeconomic conditions. Incorporate calibrated VOT/VOR estimates in the travel assignment procedure.
- Update the toll optimization process to maintain desired speeds.

- Benchmark transaction, pricing, and revenue data against relevant managed lane projects in the Project Team's project database to assess the reasonableness of model results.
- Adopt a toll diversion curve from the Project Team's library and calibrate it to the project's characteristics.
- Determine the toll rates associated with (a) maximum throughput across varying traffic conditions throughout a typical weekday; and (b) maximum revenue for each individual segment by direction. These two scenarios will constitute the envelope of possible traffic and revenue within which a desired toll policy may fall.
- Determine the different optimum toll rates per mile (by segment and direction) in the model for each time period (morning commute, midday traffic, afternoon commute, and evening traffic).
- Repeat the process for each modeling forecast year.
- Develop daily T&R forecast for the I-80 Express Lanes.

Task 4.4: Traffic and Revenue Projections

The project's T&R forecast will be developed using the calibrated and future model year daily transaction and revenue results from the Project Team's toll diversion model. The Project Team will interpolate and extrapolate annual T&R for the desired forecast period. The traffic estimates for the express lane's opening year will be adjusted to account for the ramp-up period based on toll operation factors such as HOV2/HOV3+ penetration and other factors common to innovative projects and/or characteristics of the area.

Based on the opening year and future year networks and trip tables, traffic will be forecasted via the Project Team's toll diversion model. Annualization and seasonal variation factors (revenue days) will be determined separately for transactions and revenue based on information obtained in Task 2. These factors will be used to convert the model's daily transactions and revenue into annual average daily traffic (AADT) values.

The Project Team will tailor its T&R post-processing assumptions (e.g., leakage) to reflect the observed operation of similar express lane facilities in Northern California. The Project Team will also conduct a toll sensitivity analysis based on the newly developed traffic projections and key modeling assumptions such as VOT, VOR, HOV2/HOV3+penetration, leakage, corridor demand, etc.

Task 4.5: Toll Policy Analysis

The Project Team will test policy refinements involving up to two (2) policy scenarios. Policy scenarios include toll policy objectives such as occupancy eligibility, clean air vehicle eligibility, maximum revenue, maximum throughput, or maintaining a certain Level of Service (LOS) on the express lanes. In collaboration with SACOG and partner agencies, the Project Team will assess policy preferences for the express lanes in terms of who should pay a toll and what toll revenue might be used for. The Project Team will provide T&R forecasts for each of the agreed-upon policy scenarios. The operational policy alternatives will be developed with full coordination between the Project Team, YoloTD, and partner agencies.

Other toll policy items for review might include toll equity scenarios that assess the mitigation of toll impacts of existing and potential express lane users. The Project Team will assess usage, benefits, and equity implications for low-income communities or under-represented users of the express lane corridors. The Project Team will identify low-income trips using the I-80 corridor by employing regional

OD (StreetLight) data and the corresponding census tracts of the trip origins. The Project Team will work with the Travel Demand Management and Equity Plan workstreams to assess benefits and equity by providing generalized measurements of benefits (e.g., effective speed by income group). If deemed appropriate, mitigation measures (e.g., toll rebates, discounted user's fees, residual income approaches, and/or other substitutes) may be assessed.

T&R Study Deliverables

The following is a summary of the interrelated deliverables for the T&R tasks listed above:

- Technical memoranda including:
 - Data sources
 - Traffic and revenue forecasting
 - Socioeconomic analysis
 - Toll policy analysis
 - Travel demand modeling
 - Annual T&R forecasts in tabular form
- T&R assumptions in tabular form
- T&R forecasts in tabular form by toll policy

In addition to preparing and submitting technical information throughout the course of the study, the Project Team will prepare a Draft Report and Final Report for *the I-80 Express Lanes Level 2 Study*. The Project Team's draft report shall incorporate relevant previously submitted technical memoranda and include, at a minimum, the following:

- A description of the facilities and other generalities about the project
- A summary of the collected data used in the analysis
- A description of the existing travel conditions in the area
- The methodology, including the tasks identified in this scope
- Traffic and revenue assumptions
- Traffic and revenue forecasts
- Toll policy analysis and sensitivity analysis results
- Concluding remarks

The Project Team will submit the Draft Report for review and comments. The Project Team will review the comments received and incorporate any necessary revisions in the Final Report.

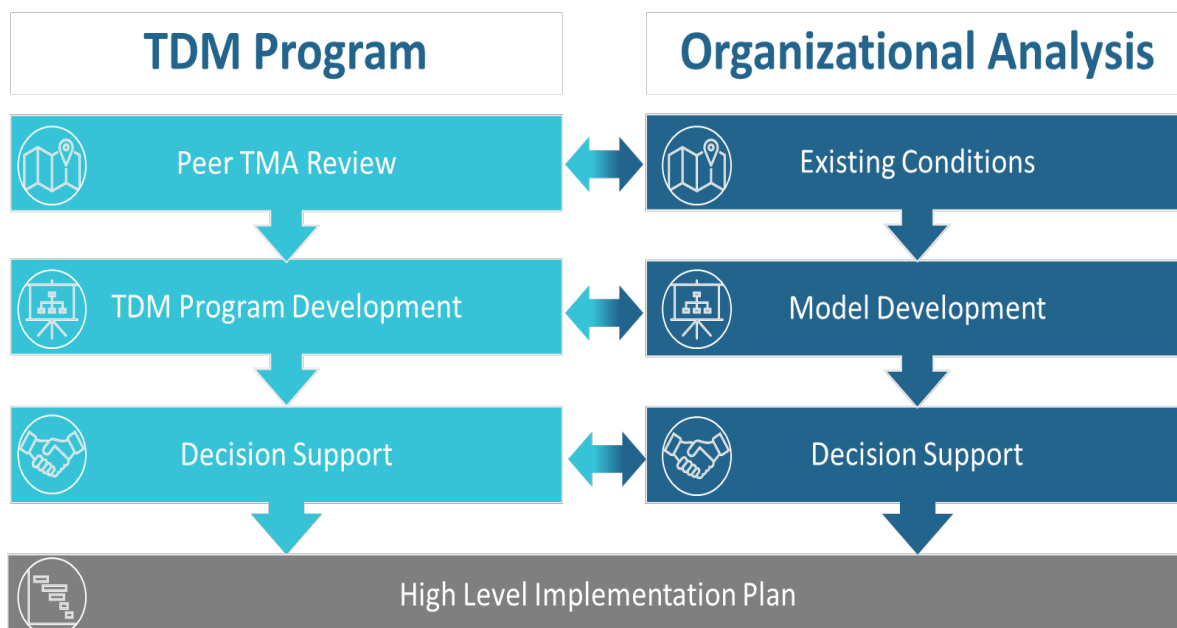
Deliverable 7: Countywide Transportation Demand Management Organizational Study

Our approach to achieving the Task 7 scope is to run two parallel, but coordinated, efforts focused on 1) developing an expanded **TDM program** that satisfies the requirements of SB 743, the Yolo 80 VMT Mitigation Plan and the priorities of current Yolo Commute members and YoloTD; and 2) planning **organizational change** for how Yolo Commute will operate the expanded TDM program. We envision the task as divided into the following subtasks:

Table 1: Potential Deliverable 7 Subtasks

TDM Program	Organizational Change
Existing Conditions	
<ul style="list-style-type: none"> Surveys and interviews of Commute members, YoloTD Board, and other stakeholders to: 	
<ul style="list-style-type: none"> Understand member priorities & existing programs to be carried forward Identify new TDM program elements 	<ul style="list-style-type: none"> Identify leadership perspectives Build consensus Document vision, goals, and objectives
Development & Analysis	
<ul style="list-style-type: none"> Develop a TDM Toolbox to organize potential program elements by type, costs, and implementation benefits/challenges. 	<ul style="list-style-type: none"> Build on existing conditions and TDM toolbox to develop 3-5 organizational models, including functions map, cost impacts, benefits, challenges, and governance.
Decision Support	
<ul style="list-style-type: none"> Develop and document a decision process to facilitate the YoloTD board and staff through organizational model selection; process will be scaled according to earlier alignment on the options, visions, goals, and objectives. 	
Implementation Plan	
<ul style="list-style-type: none"> Prepare a TDM program implementation roadmap including timeline, sequencing, key dependencies, and priorities of launching new or expanded programs with hiring and contracting actions. 	

We will capture our work in a series of PowerPoint slides to facilitate discussion with the Yolo Commute board, membership, and stakeholders as needed.


Figure 4: TDM Parallel Workflow

Key questions to contemplate as TDM program and the organizational assessment progresses are:

TDM Program:

- What are the member priorities and existing programs to be carried forward?
- Identify new TDM program elements?
- Does the current TDM program scale up to serve the entire county as is or do no programs need to be introduced?
- What are the potential program elements by type, costs, and implementation benefits/challenges?

Organizational Assessment:

- To what degree does the future state need to be flexible to accommodate growth?
- What interim steps need to be in place to facilitate the initial influx of funds and establishment of the organization?
- What implications does the current membership-based TMA have on options that might impact the entire county?
- Under which circumstances should questions of organizational change and TDM goals inform and influence each other or be considered separately? How can concurrent work best increase operational efficiencies?

Task 7.1: Existing Conditions

Under this task, we will conduct surveys and limited interviews of existing staff, board members, and key stakeholders. First, we will develop an initial interview list and plan for approval by Yolo Commute's PM, which may include a cross-section of staff, Yolo Commute members, and partner agencies. Our interviews will be informed by our knowledge and understanding of TDM programs, the complexities in the Bay Area, and our direct knowledge of Yolo County, YoloTD, and Yolo Commute. Our discussions will focus on several areas:

From an organizational perspective:

- What are the organizational measures of success of the managed lanes program?
- What are perceived solutions? (What example models have you already thought about?)
- What are perceived opportunities and challenges with various staffing options?
- What worries you the most?
- What will a successful organizational assessment achieve?
- What does the Board/Regional Stakeholders/Staff want for the organization going forward?
- What works well today? What is not working well / what are the pain points? What opportunities do you see if delivery of this function evolves?

From a TDM-focused perspective:

- In three years, what should a robust TDM program in Yolo County appear like externally and feel like internally? What could or should the universe for TDM program elements be?
- What support is needed to develop a comprehensive countywide TDM program?
- What are the priorities and goals of stakeholders regarding whom and what the TDM program will serve?

- Areas for potential improvement/innovation
- Does the Yolo Commute board need to evolve to govern the TDM program?
- What are the organizational measures for administering the TDM funds?

The Project Team will prepare summaries of surveys and interviews, characterized as themes, and report the goals that have been articulated. We will highlight where there is consensus, focusing on common lines of thought for the organizational vision and goals. Updates on these themes will be shared in the check-in meetings and captured in PowerPoint slides.

The Project Team will also review and summarize ongoing or currently related TDM planning efforts that may affect the TDM program in Yolo County from sources such as YoloTD, local cities, UC Davis, SACOG, and others. We will contextualize the total scope of these efforts in comparison to up to three peer TMA entities ranging from a similar size to the potential future size of Yolo Commute.

We will synthesize the themes, document review, and context to outline the understanding of the goals and objectives and will work with Yolo Commute staff to socialize the concepts for review to ensure a common understanding.

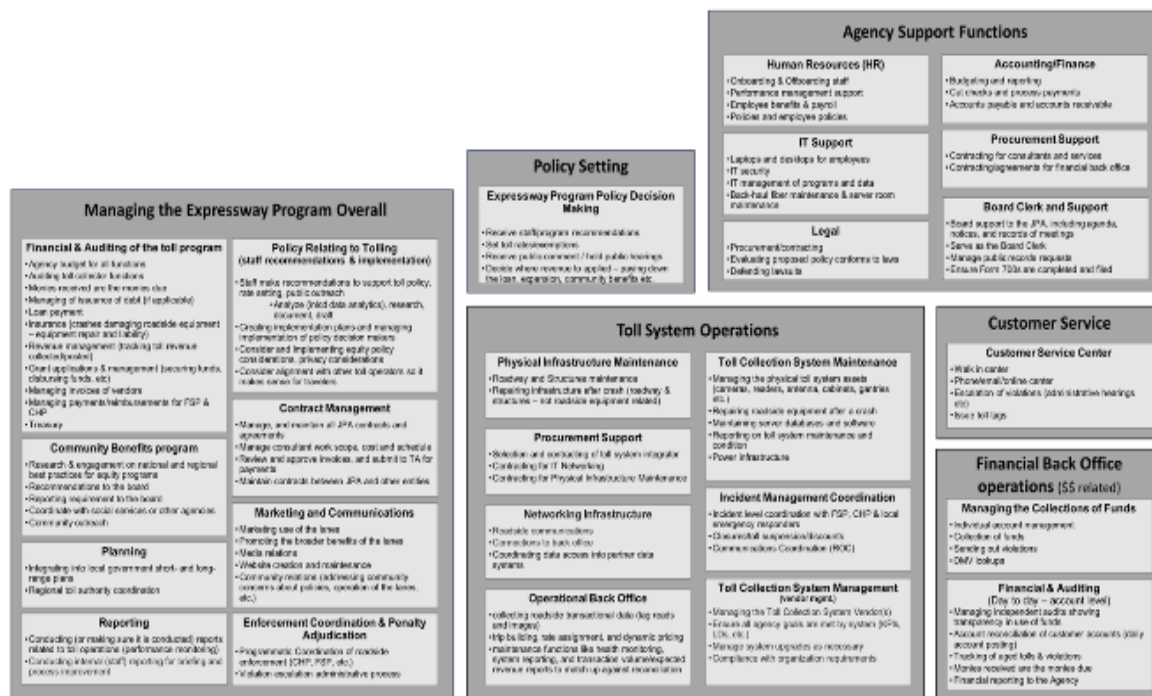


Figure 5: Sample Functions Map

Task 7.2: Model Development and Analysis

Goals and Objectives

In this task we will use the input from the interviews and our knowledge of the region and TDM programs to develop a set of goals and objectives for the future TDM program. These goals and objectives will define priorities to answer the questions of how and for whom Yolo Commute aims to

provide services.

Organizational Models

With these defined goals and objectives as a baseline, we will develop 3-5 organizational models to administer the TDM program. These models will include two evolutions of Yolo Commute as well as transferring administration to existing agencies. Three initial concepts could include:

- Scale up existing Yolo Commute
- Contract with a third party to administer the funds
- Dissolve the TMA and transfer responsibilities to YoloTD

These will be drafted in slide format and socialized with the Yolo Commute team and board members. For each model, we will provide summary information for stakeholders to more fully understand how it will work and relevant tradeoffs. For each model, we anticipate including:

- High-level functions map specific to each model, including indicating which entity/group would provide which functions
- High-level cost impacts
- Benefits and challenges
- Governance impacts: Would there be modifications to the policy/governing board for the organizational model considered?
- High-level understanding of the interaction with other stakeholders



Figure 6: Optional Comparison Diagram

We will present the models and associated analysis in an updated set of slides for socialization with Yolo Commute staff, board, partner entities, and stakeholders as needed. Where it makes sense, we can also use a graphic comparison such as in Figure 3 to support early thinking as the project moves into the decision stage in the next task. Early socialization of the relative benefits and challenges of the models will lead to more robust conversations in the next phase, including tradeoffs and mitigation strategies with various options.

TDM Toolbox

Finally, the Project Team will create a TDM Toolbox, which will organize TDM program elements by type, rough order of magnitude costs, and implementation benefits/challenges. This will give Yolo Commute an accessible means to compare TDM program elements as well as organizational models. This will enable a full and easily digestible picture of the possible futures for the organization.

Task 7.3: Decision Support

After the assessment of models and early socialization of their impacts and considerations in the previous task, Task 3 will focus on facilitating the board and executive staff to select the preferred model, make any adjustments based on the discussions and analysis, and document the resulting decision.

Based on the initial interviews and early work socializing the models and analyzing potential TDM program elements, we will propose a decision process to facilitate the board and staff through. The process will be scaled to the level of early alignment on the options, and concerns and hopes identified in early interviews. It is anticipated that at least two board discussions/workshops plus two discussions with partner agencies will be required.

As the review and decision process continues and the range of models slims to one or two, the models may need to be refined and clarified. Once a decision is made, we will document the decision and decision process in a high-level set of slides for management use, and a 2–3-page decision memo focused on describing the selected model in terms of responsibilities (internal/external) and any governance impacts.

Task 7.4: High-level Implementation Plan

Based on the preceding tasks, we will develop a high-level implementation plan to guide the steps to operationalize the administration of TDM funds in Yolo County. We will provide an implementation roadmap describing how the functions will evolve in a 12-month period. The roadmap will include:

- Sequencing, dependencies, and priorities of hiring and contracting actions. In identifying key dependencies, we would ensure the plan factored into continued/seamless operations, potential expansion of TDM program elements, and included a discussion of risks and potential mitigation strategies/considerations.
- A timeline showing the activities to implement the recommended organizational structure.

Operations Transition Plan	Month 1	Month 2	Month 3	Month 4	Month 5
Board Establishment					
2.2.1 Board recruitment and appointment	█				
2.2 Establish Meeting Procedures/ By-laws	█				
Meeting Schedule			█	█	█
Staffing					
Hire - Recruitment Process & Start Date					
3.3.1 Procurement Director		█			
2.3.1 External Affairs Director				█	
2.3.1 Director of Rail Contracting & Management		█			
6.2.1 Chief Operating Officer (COO)				█	
Borrow - Have On Board					
2.3.2 Information Technology Manager		█			
2.3.2 Human Resources	█				
Consultant Support					
2.3.3 (HR) Benefit and Compensation Program Support	█				
5.3.3. (HR) Develop HR Policy Manual					█

Figure 7: Hiring Plan Example

Based on the level of additional support needed for the selected model, example activities that could

also be included in this task:

- Clearly articulate/display the separation of responsibilities between each entity and contracted staff.
- Develop a graphical organizational chart identifying all entities providing functions required for the service.
- Develop a staffing plan that includes roles and responsibilities and level of effort (FTEs). For key roles and upon request, we will also include the level of decision-making authority and key roles.
- Update the cost estimate to clearly identify the entities and contracted staff including the number of FTE and example classifications
- Expert over-the-shoulder review of assumptions and proposed actions, by WSP TDM professionals

We will conduct a working session with key staff to review the draft implementation roadmap. This discussion is particularly important not only as it serves as an opportunity to gain important insight for adjustment of the plan, but to bring along leaders who may be impacted or asked to lead some of the steps. We will propose an agenda for the workshop, considering the acceptance level of leadership on the concepts presented.

Additional Deliverables to be Considered for Immediate Execution

Deliverable 2: Technical Advisory Services for Yolo 80 Express Lanes

The Project Team is tasked with delivering comprehensive technical advisory services for the development of Yolo 80 ("Project"). We define this as offering expertise across policy, governance, system design, integration, and operations between tasks and across the Project. This document outlines the core components of our technical advisory role, illustrating how we will guide the Project through its immediate and long-term phases.

Task 2.1: Process Mapping and Support

Technical Advisory tasks performed by the Project Team can be generally described as providing ongoing support regarding the production of critical deliverables and process documents related to the subject matter described in detail below.

- Identifying documentation that needs to be in place for successful operation, e.g. standard operation procedures, general process documentation, tolling implementation handbooks
- Identifying the need for financial and budget planning/analysis for Yolo 80
- Tracking project schedules, milestones and reporting on progress
- Risk analysis and tracking
- Research tasks, as needed
- Go-Live preparations
- Post-live performance monitoring

The following sections describe tasks per topic area with more specificity.

Task 2.2: Strategic Guidance on Policy and Governance

Refining the Project's policy and governance frameworks involves assisting YoloTD in establishing a more defined governance structure that better delineates roles, responsibilities, and decision-making

authority, ensuring that all partners and stakeholders are aligned.

The Project Team will assist YoloTD by:

- Advising on roles and responsibilities between YoloTD and CARTA
- Providing input on policy decisions including, but not limited to, toll rates, operations, and equity considerations
- Developing guidelines for considering regional consistency when deciding toll policies in existing governance structures
- Assisting in evaluating, negotiating, and drafting operational policies
- Updating the Concept of Operations, policy matrix, and other policy documentation in coordination with the development of the Level 2 T&R, ongoing CARTA discussions, and equity considerations

Task 2.3: Technology and Contracting Advice

The Project Team will provide technical support in shaping contracting strategy, vendor research, and establishing performance metrics, including:

- Providing technical advice on contract scope, operational goals, and performance goals in preparation for commercial back office discussions with CARTA
- Technology reviews, evaluation, and advice e.g. emerging TDM solutions
- Assisting in developing pilot and procurement strategies for technologies and related contracts

Task 2.4: Operational Support, Pre-Launch, and Post-Launch Activities

Planning for launch-adjacent activities by supporting organizational readiness and education. Such tasks include:

- Determining internal roles and responsibilities to support successful launch and long-term operations
- Identifying organizational education/training needs to support tolling operations
- Identifying elements that need to be developed, including Go-Live checklist, risk matrix, staffing plan
- Identifying post-launch support needs, e.g. developing a performance monitoring strategy, toll policy adjustments, long-term performance optimization strategy, and technology upgrades
- Planning for future phases and expansion, e.g. advising on scalability strategies, Integrating lessons learned from Phase 1 into planning for future phases and providing technical input on pre-planning activities for Phase 2

Task 2.5: Cross-Task Support and Stakeholder Engagement

The Project Team will also provide technical expertise and assistance in preparing for collaborative work, workshops, and meetings, including:

- Developing materials for Board presentations and stakeholder engagement workshops, including technical presentations and policy briefings
- Providing QA/QC for documents related to system design, policy development, and operations
- Offering technical expertise during stakeholder meetings
- Assisting YoloTD in managing stakeholder expectations and aligning deliverables with broader regional transportation goals
- Evaluating cross-task impacts e.g. equity considerations for T&R, TDM

Summary of Potential Deliverable 2 Materials

The following table summarizes the potential deliverable materials related to Deliverable 2, specifying the type and content of the materials. This is intended to be a sample table of materials, with individual items to be discussed and agreed upon between YoloTD and STC.

Table 2: Potential Deliverable 2 Materials

Category	Deliverable	Type	Content
Process Mapping and Support	Project Tracking Workbook	Excel Workbook or MS Project	Central tracker to monitor progress and risks of all project-related activities, regularly updated
	Operational Documentation Needs	Memo or presentation	Identifies all necessary operational and process documents in a central location.
	Project Schedule	MS Project file	Central tracker to monitor project schedule and milestones
	Financial and Budget Planning Needs	Report	Describes financial and budget planning/analysis needs, including identifying future financial tools and documentation needed
Policy and Governance	Governance Structure and Roles	Chart/Memo	Concise, visual toll to clarify roles and responsibilities between YoloTD and CARTA accompanied by written support
	ConOps and Policy Matrix Updates	Document	Updated versions of existing policy documents to align with changes, as needed
	Misc. Policy Briefs/Updates	Brief(s) (est. 1-8)	Concise briefings, as needed, to expand on policy matters such as toll rates, operations, equity, and other evolving aspects throughout the Project
Technology and Contracting	Contracting Strategy and Procurement Needs	Memo(s) or Presentation(s) (est. 1-6)	Identifies contracting strategy and procurement needs for vendors and technology as needed over time
	Technology and Pilot Strategy	Memo(s) or Presentation(s) (est. 1-6)	Technology evaluation, recommendations, and potential pilot strategy delivered periodically as new developments arise
Operational Support, Pre-Launch, and Post-Launch Activities	Organizational Readiness Needs	Memo or Presentation	Identifies organizational and staffing needs for pre-launch and long-term operations
	Scalability Needs	Memo or Presentation	Identifies strategies for scaling the project, including future phases, with lessons learned from Phase 1
	Risk Management Needs	Memo or Excel Workbook	Identifies needs for risk tracking and mitigation plans specifically related to pre-and post-launch
Cross-Task Support and Stakeholder Engagement	Board Presentation Decks	Presentations (est. 1-6)	PowerPoint presentations for board meetings summarizing key technical, policy, and operational decisions delivered semi-annually
	Workshop Materials	Presentations or Report (est. 1-4)	Materials to support stakeholder engagement and workshops focusing on policy, governance, and technical discussions
	QA/QC Reviews	Variable	QA/QC reviews of design, operational documents, and other documents over the course of the project

Deliverable 8: Project-specific Equity Plan

We will work with YoloTD to determine what role the agency would like to have in shaping equitable outcomes for the region. Our approach to this big and important question is to coordinate iterative discussions using the Strengths, Weaknesses, Threats, and Opportunities (SWOT) framework. The outcome will be a feasible set of equity goals and objectives that YoloTD can socialize with CARTA, Caltrans, and SACOG and, with their support, use to adjust the project scope of work as needed.



Figure 8: Equity Plan Development Process

The opportunities to integrate equity into toll implementation include, but are not limited to:

- Income-based pricing programs
- Reducing customer administrative burden to qualify for income-based programs
- Retail partnerships for accessible transponders
- Policy to guide how toll revenue is reinvested
- Partnerships with transit agencies for express bus service in toll facilities
- Guidelines and training for equitable enforcement of toll and managing toll evasion

Task 8.1 Data Analysis, Literature Review, and CARTA Coordination

The Project Team's equity staff will begin with a literature review to capture industry case studies for equitable tolling strategies and develop a menu of equity policies and programs organized by the scale of benefits and level of effort to implement. We will coordinate with CARTA staff on any efforts or initiatives they may formulate for the region, as well as CARTA and YoloTD public engagement staff to collect input on equity community priorities or preferences from the menu. However, note that the focus of this work will be on creating a YoloTD specific Equity Plan with regional considerations. Finally, we will support next steps for those selections, which can range from socializing the concepts in focus groups with stakeholders to creating a blueprint for implementation.

Task 8.2: Equity Analysis, Public Engagement, and Recommendations

Our approach is to conduct equity analysis and public engagement to identify and prioritize the best equity opportunities for the context of I-80. With that people-first perspective in place, we can discuss the cost, operational, and administrative considerations of implementing the priority recommendations. A series of focus groups with YoloTD staff and key stakeholders will ensure a comprehensive understanding of these considerations.

Task 8.3: Implementation Evaluation

Ultimately, our team will provide priority recommendations with a business case and next steps for implementation. Once implementation is completed, it will be reviewed, and adjustments will be recommended if necessary, to achieve the desired goals and outcomes.

Detailed Budget for YoloTD Tolling Advance Planning for the Yolo 80 Managed Lanes Project

Deliverable	Rates ¹	Hours	Proposed Budget	Actual Budget
1 Project Management			\$ 45,000.00	\$ 44,939.28
STC			\$ 45,000.00	
Jef Nazareno	\$ 285.52	100		\$ 28,552.00
Patrick Vu	\$ 285.52	44		\$ 12,562.88
Sarah Smith	\$ 95.61	40		\$ 3,824.40
Process Mapping and General				
2 Technical Advisory Services			\$ 165,000.00	\$ 164,771.44
STC			\$ 90,000.00	
Jef Nazareno	\$ 285.52	124		\$ 35,404.48
Patrick Vu	\$ 285.52	70		\$ 19,986.40
Robert Kopelk	\$ 196.05	70		\$ 13,723.50
David Pope	\$ 244.69	20		\$ 4,893.80
Randy Viellenave	\$ 244.69	20		\$ 4,893.80
Jennifer Frankl	\$ 244.69	30		\$ 7,340.70
Consultant	\$ 183.82	20		\$ 3,676.40
WSP			\$ 45,000.00	
Ning Zhang	\$ 243.10	60		\$ 14,586.00
Andrew Nelson	\$ 200.58	60		\$ 12,034.80
Lauren Stafford	\$ 160.31	60		\$ 9,618.60
Carlos Campo	\$ 303.14	16		\$ 4,850.24
Matthew Woodhouse	\$ 237.28	16		\$ 3,796.48
Kimley-Horn			\$ 30,000.00	
Chadi Chazbek	\$ 433.19	50	\$ 21,659.50	\$ 21,659.50
Darya Shtykalo	\$ 193.18	43	\$ 8,306.74	\$ 8,306.74
Roadside Toll System Procurement:				
3 RFP			\$ 440,000.00	\$ 439,746.14
STC			\$ 310,000.00	
Patrick Vu	\$ 285.52	450		\$ 128,484.00
Robert Kopelk	\$ 196.05	460		\$ 90,183.00
Jef Nazareno	\$ 285.52	150		\$ 42,828.00
Randy Viellenave	\$ 244.69	100		\$ 24,469.00
Consultant	\$ 183.82	130		\$ 23,896.60
WSP			\$ 80,000.00	
Carlos Campo	\$ 303.14	140		\$ 42,439.60
Matthew Woodhouse	\$ 237.28	120		\$ 28,473.60
Lauren Stafford	\$ 160.31	56		\$ 8,977.36
Kimley -Horn			\$ 50,000.00	
Chadi Chazbek	\$ 433.19	36	\$ 15,594.84	\$ 15,594.84
Darya Shtykalo	\$ 193.18	20	\$ 3,863.60	\$ 3,863.60
Edwin Xie	\$ 237.56	24	\$ 5,701.44	\$ 5,701.44
Sherina Lam	\$ 295.02	20	\$ 5,900.40	\$ 5,900.40
Kevin Aguigui	\$ 433.19	30	\$ 12,995.70	\$ 12,995.70
Joe Arroyo	\$ 237.56	25	\$ 5,939.00	\$ 5,939.00

Deliverable	Rates¹	Hours	Proposed Budget	Actual Budget
4 Level 2 Traffic & Revenue Study			\$ 303,000.00	\$ 302,917.16
WSP			\$ 3,000.00	
Ning Zhang	\$ 243.10	12		\$ 2,917.20
C&M Associates			\$ 300,000.00	
Carlos Contreras	\$ 479.16	88		\$ 42,166.08
Alex Herrman	\$ 271.54	236		\$ 64,083.44
Rui Zhang	\$ 130.61	470		\$ 61,386.70
James Liddle	\$ 148.20	70		\$ 10,374.00
Saeedeh Farivar ²	\$ 130.61	470		\$ 61,386.70
Xiao Xiao	\$ 130.61	464		\$ 60,603.04
5 Community Outreach & Engagement			\$ 130,000.00	\$ 129,127.97
Kimley -Horn			\$ 90,000.00	
Brandi Childress	\$ 338.03	225		\$ 76,056.75
Professional I	\$ 193.18	45		\$ 8,693.10
Professional II	\$ 237.56	22		\$ 5,226.32
WSP			\$ 40,000.00	
Ryan Adamson	\$ 135.19	100		\$ 13,519.00
Yosef Yip	\$ 186.92	80		\$ 14,953.60
Juliana Rodriguez	\$ 133.49	80		\$ 10,679.20
6 Legal Advisory Services			\$ 280,000.00	\$ 279,900.00
Kirk Trost	\$ 450.00	622		\$ 279,900.00
7 Countywide TDM Org. Study			\$ 150,000.00	\$ 149,141.84
WSP			\$ 150,000.00	
Eryca Dinsdale	\$ 339.60	95		\$ 32,262.00
Valentina D'Empaire	\$ 158.04	16		\$ 2,528.64
Lauren Tsoi	\$ 271.47	95		\$ 25,789.65
Parin Patel	\$ 121.56	250		\$ 30,390.00
Andrew Nelson	\$ 200.58	65		\$ 13,037.70
Ryan Adamson	\$ 135.19	65		\$ 8,787.35
Dylan Sellars	\$ 117.90	140		\$ 16,506.00
Alicia Leite	\$ 220.45	90		\$ 19,840.50
8 Project-Specific Equity Plan (Option)			\$ 215,000.00	\$ 214,443.89
STC			\$ 10,000.00	
Robert Kopelk	\$ 196.05	15		\$ 2,940.75
Jennifer Frankl	\$ 244.69	12		\$ 2,936.28
Consultant	\$ 183.82	10		\$ 1,838.20
Jef Nazareno	\$ 285.52	8		\$ 2,284.16
C&M Associates			\$ 5,000.00	
Carlos Contreras	\$ 479.16	10		\$ 4,791.60
WSP			\$ 200,000.00	
Gabi Brazzil	\$ 208.21	220		\$ 45,806.20
Andrew Nelson	\$ 200.58	200		\$ 40,116.00
Juliana Rodriguez	\$ 133.49	430		\$ 57,400.70
MJ Jackson	\$ 131.00	430		\$ 56,330.00
Labor Total			\$ 1,728,000.00	\$ 1,724,987.72

Miscellaneous ODC				Proposed Budget	Actual Budget
	STC: Travel and miscellaneous expenses			\$ 2,000.00	\$ 2,000.00
	WSP: Travel and miscellaneous expenses			\$ 5,000.00	\$ 5,000.00
	KH: Travel and miscellaneous expenses			\$ 2,000.00	\$ 2,000.00
	C&M: StreetLight OD Data Purchase, Socioeconomic Data Purchase			\$ 30,000.00	\$ 30,000.00
	Trost: Additional support from specialized legal counsel for unique items			\$ 3,000.00	\$ 3,000.00
ODC Total				\$ 42,000.00	\$ 42,000.00
Grand Total				\$ 1,770,000.00	\$ 1,766,987.72

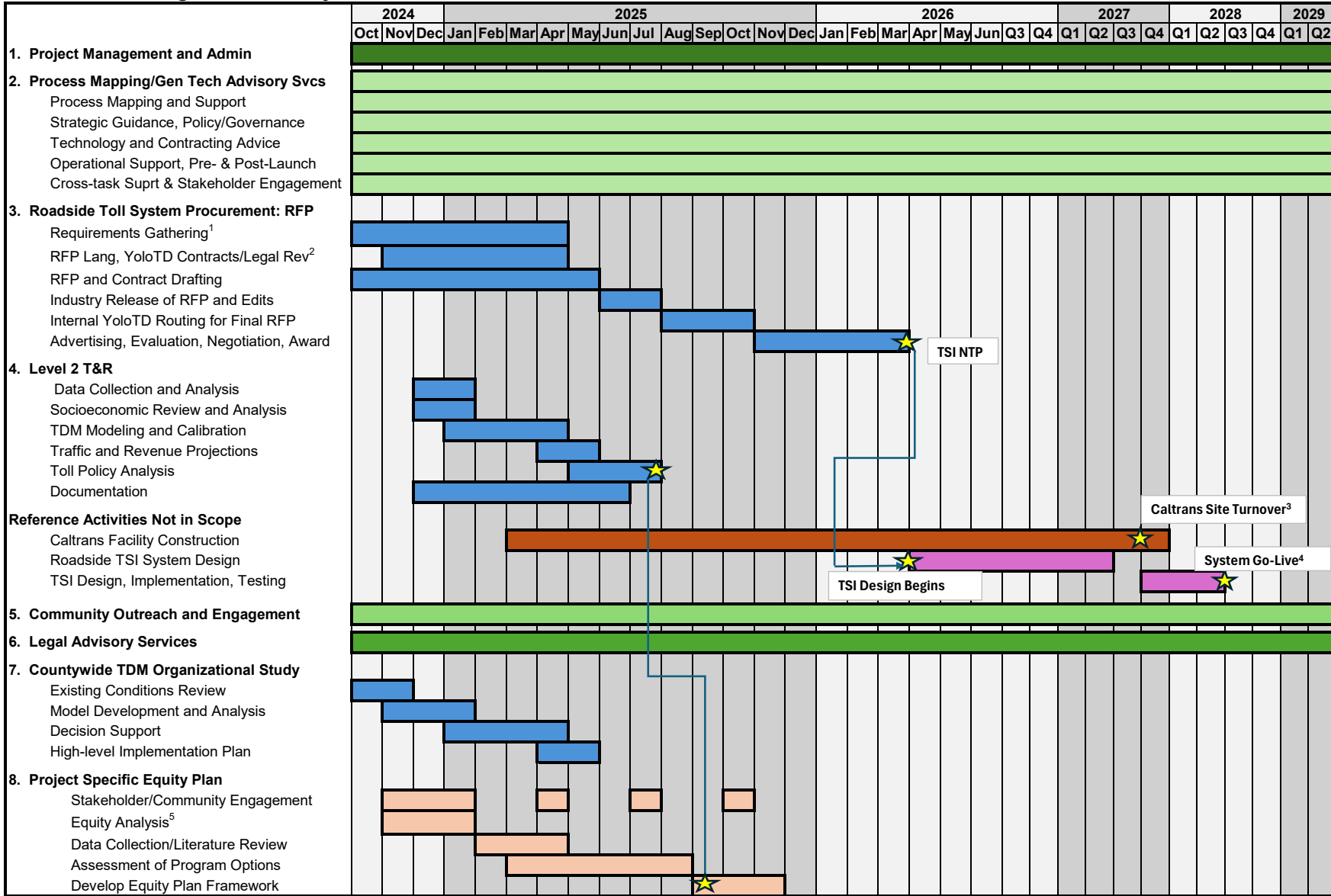
Notes

¹Budget is prepared using FY24/25 rates. Work performed in subsequent years as assigned are subject to escalation as noted in the previously submitted pricing sheets.

²Saeedeh Farivar replaces Julian Mendoza in the staffing table, providing the same services at the same rate.



II. Yolo 80 Managed Lanes Project Schedule



¹Includes Needs Assessment, Business Rules finalization, Financial Reconciliation requirements, KPIs, and Caltrans Coordination of baseline conditions/facility design

²Assumes commercial back-office contracting approach is complete and an Interface Control Document (ICD) is available for RFP inclusion

³Assumes construction schedule has no delays

⁴Earliest potential Go-live, dependent on commercial back-office readiness

⁵Analysis of equity concerns identified in EIR

Appendix A: Verification of Profit Margins

Appendix A contains each Project Teams' staff rate sheets, providing base rates, overhead, and fee levels (all below 15%).

1. STC
2. WSP
3. Kimley-Horn
4. C&M Associates

Note, the Law Office of Kirk E. Trost does not utilize a rate sheet as per the previous proposal, it is not applicable for him as he bills only direct labor.

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Patrick Vu, Partner/PM	\$285.52		N/C	7/1/2024	6/30/2025	--	\$112.02	N/A
	\$299.79		N/C	7/1/2025	6/30/2026	5.0%	\$117.62	N/A
	\$314.78		N/C	7/1/2026	6/30/2027	5.0%	\$123.50	N/A
	\$330.52		N/C	7/1/2027	6/30/2028	5.0%	\$129.68	N/A
	\$347.05		N/C	7/1/2028	6/30/2029	5.0%	\$136.16	N/A
Jef Nazareno, Principal Consultant	\$285.52		N/C	7/1/2024	6/30/2025	--	\$112.02	N/A
	\$299.79		N/C	7/1/2025	6/30/2026	5.0%	\$117.62	N/A
	\$314.78		N/C	7/1/2026	6/30/2027	5.0%	\$123.50	N/A
	\$330.52		N/C	7/1/2027	6/30/2028	5.0%	\$129.68	N/A
	\$347.05		N/C	7/1/2028	6/30/2029	5.0%	\$136.16	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
David Pope, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Randy Viellenave, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Jennifer Frankl, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Robert Kopelk, Senior Consultant	\$196.05		N/C	7/1/2024	6/30/2025	--	\$76.92	N/A
	\$205.86		N/C	7/1/2025	6/30/2026	5.0%	\$80.77	N/A
	\$216.15		N/C	7/1/2026	6/30/2027	5.0%	\$84.80	N/A
	\$226.96		N/C	7/1/2027	6/30/2028	5.0%	\$89.04	N/A
	\$238.31		N/C	7/1/2028	6/30/2029	5.0%	\$93.50	N/A
Consultant	\$183.82		N/C	7/1/2024	6/30/2025	--	\$72.12	N/A
	\$193.01		N/C	7/1/2025	6/30/2026	5.0%	\$75.73	N/A
	\$202.66		N/C	7/1/2026	6/30/2027	5.0%	\$79.51	N/A
	\$212.79		N/C	7/1/2027	6/30/2028	5.0%	\$83.49	N/A
	\$223.43		N/C	7/1/2028	6/30/2029	5.0%	\$87.66	N/A
Mohammad Mir, Analyst	\$161.47		N/C	7/1/2024	6/30/2025	--	\$63.35	N/A
	\$169.54		N/C	7/1/2025	6/30/2026	5.0%	\$66.52	N/A
	\$178.02		N/C	7/1/2026	6/30/2027	5.0%	\$69.84	N/A
	\$186.92		N/C	7/1/2027	6/30/2028	5.0%	\$73.34	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$196.26	N/C	7/1/2028	6/30/2029	5.0%	\$77.00	N/A
Sarah Smith, Administrator	\$95.61	N/C	7/1/2024	6/30/2025	--	\$37.51	N/A
	\$100.39	N/C	7/1/2025	6/30/2026	5.0%	\$39.39	N/A
	\$105.41	N/C	7/1/2026	6/30/2027	5.0%	\$41.35	N/A
	\$110.68	N/C	7/1/2027	6/30/2028	5.0%	\$43.42	N/A
	\$116.21	N/C	7/1/2028	6/30/2029	5.0%	\$45.59	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Ning Zhang, VP Project Management	\$243.10		N/C	7/1/2024	6/30/2025	--	\$91.35	N/A
	\$255.26		N/C	7/1/2025	6/30/2026	5.0%	\$95.92	N/A
	\$268.02		N/C	7/1/2026	6/30/2027	5.0%	\$100.71	N/A
	\$281.42		N/C	7/1/2027	6/30/2028	5.0%	\$105.75	N/A
	\$295.49		N/C	7/1/2028	6/30/2029	5.0%	\$111.04	N/A
Andrew Nelson, Lead Consultant	\$200.58		N/C	7/1/2024	6/30/2025	--	\$75.37	N/A
	\$210.61		N/C	7/1/2025	6/30/2026	5.0%	\$79.14	N/A
	\$221.14		N/C	7/1/2026	6/30/2027	5.0%	\$83.10	N/A
	\$232.19		N/C	7/1/2027	6/30/2028	5.0%	\$87.25	N/A
	\$243.80		N/C	7/1/2028	6/30/2029	5.0%	\$91.61	N/A
Lauren Stafford, Senior Consultant	\$160.31		N/C	7/1/2024	6/30/2025	--	\$60.24	N/A
	\$168.33		N/C	7/1/2025	6/30/2026	5.0%	\$63.25	N/A
	\$176.74		N/C	7/1/2026	6/30/2027	5.0%	\$66.41	N/A
	\$185.58		N/C	7/1/2027	6/30/2028	5.0%	\$69.74	N/A
	\$194.86		N/C	7/1/2028	6/30/2029	5.0%	\$73.22	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Carlos Campo, Sr VP, Project Management	\$303.14	N/C	7/1/2024	6/30/2025	--	\$113.91	N/A
	\$318.30	N/C	7/1/2025	6/30/2026	5.0%	\$119.61	N/A
	\$334.21	N/C	7/1/2026	6/30/2027	5.0%	\$125.59	N/A
	\$350.92	N/C	7/1/2027	6/30/2028	5.0%	\$131.87	N/A
	\$368.47	N/C	7/1/2028	6/30/2029	5.0%	\$138.46	N/A
Ryan Adamson, Senior Consultant	\$135.19	N/C	7/1/2024	6/30/2025	--	\$50.80	N/A
	\$141.95	N/C	7/1/2025	6/30/2026	5.0%	\$53.34	N/A
	\$149.05	N/C	7/1/2026	6/30/2027	5.0%	\$56.01	N/A
	\$156.50	N/C	7/1/2027	6/30/2028	5.0%	\$58.81	N/A
	\$164.32	N/C	7/1/2028	6/30/2029	5.0%	\$61.75	N/A
Yosef Yip, Asst VP Communications	\$186.92	N/C	7/1/2024	6/30/2025	--	\$70.24	N/A
	\$196.27	N/C	7/1/2025	6/30/2026	5.0%	\$73.75	N/A
	\$206.08	N/C	7/1/2026	6/30/2027	5.0%	\$77.44	N/A
	\$216.39	N/C	7/1/2027	6/30/2028	5.0%	\$81.31	N/A
	\$227.21	N/C	7/1/2028	6/30/2029	5.0%	\$85.38	N/A
Eryca Dinsdale, Sr VP, Management Consultancy	\$339.60	N/C	7/1/2024	6/30/2025	--	\$127.61	N/A
	\$356.58	N/C	7/1/2025	6/30/2026	5.0%	\$133.99	N/A
	\$374.41	N/C	7/1/2026	6/30/2027	5.0%	\$140.69	N/A
	\$393.13	N/C	7/1/2027	6/30/2028	5.0%	\$147.72	N/A
	\$412.79	N/C	7/1/2028	6/30/2029	5.0%	\$155.11	N/A
Gabi Brazzil, Asst VP, Management Consultancy	\$208.21	N/C	7/1/2024	6/30/2025	--	\$78.24	N/A
	\$218.63	N/C	7/1/2025	6/30/2026	5.0%	\$82.15	N/A
	\$229.56	N/C	7/1/2026	6/30/2027	5.0%	\$86.26	N/A
	\$241.03	N/C	7/1/2027	6/30/2028	5.0%	\$90.57	N/A
	\$253.09	N/C	7/1/2028	6/30/2029	5.0%	\$95.10	N/A
Matthew Woodhouse, Asst VP, Management Consultancy	\$237.28	N/C	7/1/2024	6/30/2025	--	\$89.16	N/A
	\$249.14	N/C	7/1/2025	6/30/2026	5.0%	\$93.62	N/A
	\$261.60	N/C	7/1/2026	6/30/2027	5.0%	\$98.30	N/A
	\$274.68	N/C	7/1/2027	6/30/2028	5.0%	\$103.21	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
	\$288.41		N/C	7/1/2028	6/30/2029	5.0%	\$108.37	N/A
Juliana Rodriguez, Associate Consultant	\$133.49		N/C	7/1/2024	6/30/2025	--	\$50.16	N/A
	\$140.16		N/C	7/1/2025	6/30/2026	5.0%	\$52.67	N/A
	\$147.17		N/C	7/1/2026	6/30/2027	5.0%	\$55.30	N/A
	\$154.53		N/C	7/1/2027	6/30/2028	5.0%	\$58.07	N/A
	\$162.25		N/C	7/1/2028	6/30/2029	5.0%	\$60.97	N/A
Lauren Tsoi, VP DB Line Leader	\$271.47		N/C	7/1/2024	6/30/2025	--	\$102.01	N/A
	\$285.05		N/C	7/1/2025	6/30/2026	5.0%	\$107.11	N/A
	\$299.30		N/C	7/1/2026	6/30/2027	5.0%	\$112.47	N/A
	\$314.26		N/C	7/1/2027	6/30/2028	5.0%	\$118.09	N/A
	\$329.98		N/C	7/1/2028	6/30/2029	5.0%	\$123.99	N/A
Valentina D'Empaire Medici, Senior Consultant	\$155.79		N/C	7/1/2024	6/30/2025	--	\$58.54	N/A
	\$163.58		N/C	7/1/2025	6/30/2026	5.0%	\$61.47	N/A
	\$171.76		N/C	7/1/2026	6/30/2027	5.0%	\$64.54	N/A
	\$180.34		N/C	7/1/2027	6/30/2028	5.0%	\$67.77	N/A
	\$189.36		N/C	7/1/2028	6/30/2029	5.0%	\$71.16	N/A
Parin Patel, Transportation Planner	\$121.56		N/C	7/1/2024	6/30/2025	--	\$45.68	N/A
	\$127.64		N/C	7/1/2025	6/30/2026	5.0%	\$47.96	N/A
	\$134.03		N/C	7/1/2026	6/30/2027	5.0%	\$50.36	N/A
	\$140.73		N/C	7/1/2027	6/30/2028	5.0%	\$52.88	N/A
	\$147.76		N/C	7/1/2028	6/30/2029	5.0%	\$55.52	N/A
Fabian Campos, Consultant	\$137.08		N/C	7/1/2024	6/30/2025	--	\$51.51	N/A
	\$143.93		N/C	7/1/2025	6/30/2026	5.0%	\$54.09	N/A
	\$151.13		N/C	7/1/2026	6/30/2027	5.0%	\$56.79	N/A
	\$158.69		N/C	7/1/2027	6/30/2028	5.0%	\$59.63	N/A
	\$166.62		N/C	7/1/2028	6/30/2029	5.0%	\$62.61	N/A
MJ Jackson, Senior Consultant	\$130.48		N/C	7/1/2024	6/30/2025	--	\$49.03	N/A
	\$137.00		N/C	7/1/2025	6/30/2026	5.0%	\$51.48	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$143.85	N/C	7/1/2026	6/30/2027	5.0%	\$54.06	N/A
	\$151.05	N/C	7/1/2027	6/30/2028	5.0%	\$56.76	N/A
	\$158.60	N/C	7/1/2028	6/30/2029	5.0%	\$59.60	N/A
Sarah Zhang, Consultant	\$121.56	N/C	7/1/2024	6/30/2025	--	\$45.68	N/A
	\$127.64	N/C	7/1/2025	6/30/2026	5.0%	\$47.96	N/A
	\$134.03	N/C	7/1/2026	6/30/2027	5.0%	\$50.36	N/A
	\$140.73	N/C	7/1/2027	6/30/2028	5.0%	\$52.88	N/A
	\$147.76	N/C	7/1/2028	6/30/2029	5.0%	\$55.52	N/A
Alicia Leite, Asst VP, Advisory Services	\$223.92	N/C	7/1/2024	6/30/2025	--	\$84.14	N/A
	\$235.11	N/C	7/1/2025	6/30/2026	5.0%	\$88.35	N/A
	\$246.87	N/C	7/1/2026	6/30/2027	5.0%	\$92.76	N/A
	\$259.21	N/C	7/1/2027	6/30/2028	5.0%	\$97.40	N/A
	\$272.17	N/C	7/1/2028	6/30/2029	5.0%	\$102.27	N/A
Hazel Trimer, Asst VP, Management Consultancy	\$230.28	N/C	7/1/2024	6/30/2025	--	\$86.53	N/A
	\$241.79	N/C	7/1/2025	6/30/2026	5.0%	\$90.86	N/A
	\$253.88	N/C	7/1/2026	6/30/2027	5.0%	\$95.40	N/A
	\$266.57	N/C	7/1/2027	6/30/2028	5.0%	\$100.17	N/A
	\$279.90	N/C	7/1/2028	6/30/2029	5.0%	\$105.18	N/A
Gabby Lopez, Consultant	\$113.74	N/C	7/1/2024	6/30/2025	--	\$42.74	N/A
	\$119.43	N/C	7/1/2025	6/30/2026	5.0%	\$44.88	N/A
	\$125.40	N/C	7/1/2026	6/30/2027	5.0%	\$47.12	N/A
	\$131.67	N/C	7/1/2027	6/30/2028	5.0%	\$49.48	N/A
	\$138.25	N/C	7/1/2028	6/30/2029	5.0%	\$51.95	N/A
Mikaela Sword, Senior Consultant	\$130.53	N/C	7/1/2024	6/30/2025	--	\$49.05	N/A
	\$137.06	N/C	7/1/2025	6/30/2026	5.0%	\$51.50	N/A
	\$143.91	N/C	7/1/2026	6/30/2027	5.0%	\$54.08	N/A
	\$151.11	N/C	7/1/2027	6/30/2028	5.0%	\$56.78	N/A
	\$158.66	N/C	7/1/2028	6/30/2029	5.0%	\$59.62	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Eric Hou, Senior Consultant	\$179.13		N/C	7/1/2024	6/30/2025	--	\$67.31	N/A
	\$188.08		N/C	7/1/2025	6/30/2026	5.0%	\$70.68	N/A
	\$197.49		N/C	7/1/2026	6/30/2027	5.0%	\$74.21	N/A
	\$207.36		N/C	7/1/2027	6/30/2028	5.0%	\$77.92	N/A
	\$217.73		N/C	7/1/2028	6/30/2029	5.0%	\$81.82	N/A

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ TBD Date 7/26/2024

For Combined Rate		195.57%		195.57%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%
FCCM ²				= 0.97%
			Fee	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight ³	OT(1.5x)	OT(2x)	From	To	Hourly Rate ⁴	Increase	for Classifications
Analyst I –	\$128.25			7/1/2024	6/30/2025	\$39.33		\$37.50 - \$41.16
	\$134.67			7/1/2025	6/30/2026	\$41.30	5.00%	\$39.38 - \$43.22
	\$141.40			7/1/2026	6/30/2027	\$43.36	5.00%	\$41.34 - \$45.38
	\$148.47			7/1/2027	6/30/2028	\$45.53	5.00%	\$43.41 - \$47.65
	\$155.89			7/1/2028	6/30/2029	\$47.81	5.00%	\$45.58 - \$50.03
Analyst II –	\$144.27			7/1/2024	6/30/2025	\$44.24		\$41.84 - \$46.64
	\$151.48			7/1/2025	6/30/2026	\$46.45	5.00%	\$43.93 - \$48.97
	\$159.05			7/1/2026	6/30/2027	\$48.77	5.00%	\$46.13 - \$51.42
	\$167.01			7/1/2027	6/30/2028	\$51.21	5.00%	\$48.44 - \$53.99
	\$175.36			7/1/2028	6/30/2029	\$53.77	5.00%	\$50.86 - \$56.69
Analyst III –	\$162.53			7/1/2024	6/30/2025	\$49.84		\$46.88 - \$52.80
	\$170.65			7/1/2025	6/30/2026	\$52.33	5.00%	\$49.22 - \$55.44
	\$179.19			7/1/2026	6/30/2027	\$54.95	5.00%	\$51.69 - \$58.21
	\$188.15			7/1/2027	6/30/2028	\$57.70	5.00%	\$54.27 - \$61.12
	\$197.55			7/1/2028	6/30/2029	\$60.58	5.00%	\$56.98 - \$64.18
Professional I –	\$193.18			7/1/2024	6/30/2025	\$59.24		\$52.90 - \$65.58
	\$202.84			7/1/2025	6/30/2026	\$62.20	5.00%	\$55.55 - \$68.86
	\$212.98			7/1/2026	6/30/2027	\$65.31	5.00%	\$58.32 - \$72.30
	\$223.63			7/1/2027	6/30/2028	\$68.58	5.00%	\$61.24 - \$75.92
	\$234.81			7/1/2028	6/30/2029	\$72.01	5.00%	\$64.30 - \$79.71
Professional II –	\$237.56			7/1/2024	6/30/2025	\$72.85		\$66.02 - \$79.68
	\$249.44			7/1/2025	6/30/2026	\$76.49	5.00%	\$69.32 - \$83.66
	\$261.91			7/1/2026	6/30/2027	\$80.32	5.00%	\$72.79 - \$87.85
	\$275.01			7/1/2027	6/30/2028	\$84.33	5.00%	\$76.43 - \$92.24
	\$288.76			7/1/2028	6/30/2029	\$88.55	5.00%	\$80.25 - \$96.85
Sr. Professional I –	\$295.02			7/1/2024	6/30/2025	\$90.47		\$83.28 - \$97.66
	\$309.77			7/1/2025	6/30/2026	\$94.99	5.00%	\$87.44 - \$102.54
	\$325.26			7/1/2026	6/30/2027	\$99.74	5.00%	\$91.82 - \$107.67
	\$341.52			7/1/2027	6/30/2028	\$104.73	5.00%	\$96.41 - \$113.05
	\$358.60			7/1/2028	6/30/2029	\$109.97	5.00%	\$101.23 - \$118.71
Sr. Professional II –	\$338.03			7/1/2024	6/30/2025	\$103.66		\$98.62 - \$108.70
	\$354.93			7/1/2025	6/30/2026	\$108.84	5.00%	\$103.55 - \$114.14
	\$372.68			7/1/2026	6/30/2027	\$114.29	5.00%	\$108.73 - \$119.84
	\$391.31			7/1/2027	6/30/2028	\$120.00	5.00%	\$114.16 - \$125.83
	\$410.88			7/1/2028	6/30/2029	\$126.00	5.00%	\$119.87 - \$132.13
Sr. Professional III –	\$385.67			7/1/2024	6/30/2025	\$118.27		\$108.90 - \$127.64
	\$404.96			7/1/2025	6/30/2026	\$124.18	5.00%	\$114.35 - \$134.02
	\$425.21			7/1/2026	6/30/2027	\$130.39	5.00%	\$120.06 - \$140.72
	\$446.47			7/1/2027	6/30/2028	\$136.91	5.00%	\$126.07 - \$147.76
	\$468.79			7/1/2028	6/30/2029	\$143.76	5.00%	\$132.37 - \$155.15
Sr. Professional IV –	\$433.19			7/1/2024	6/30/2025	\$132.84		\$128.04 - \$137.64
	\$454.85			7/1/2025	6/30/2026	\$139.48	5.00%	\$134.44 - \$144.52
	\$477.59			7/1/2026	6/30/2027	\$146.46	5.00%	\$141.16 - \$151.75
	\$501.47			7/1/2027	6/30/2028	\$153.78	5.00%	\$148.22 - \$159.34
	\$526.54			7/1/2028	6/30/2029	\$161.47	5.00%	\$155.63 - \$167.30

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ TBD Date 7/26/2024

For Combined Rate		195.57%		195.57%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%
FCCM ²				= 0.97%
			Fee	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Project Support -	\$127.73	\$147.32	\$166.90	7/1/2024	6/30/2025	\$39.17		\$32.94 - \$45.40
	\$134.12	\$154.68	\$175.25	7/1/2025	6/30/2026	\$41.13	5.00%	\$34.59 - \$47.67
	\$140.82	\$162.42	\$184.01	7/1/2026	6/30/2027	\$43.18	5.00%	\$36.32 - \$50.05
	\$147.87	\$170.54	\$193.21	7/1/2027	6/30/2028	\$45.34	5.00%	\$38.13 - \$52.56
	\$155.26	\$177.93	\$200.60	7/1/2028	6/30/2029	\$45.34	5.00%	\$40.04 - \$55.18

- NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal shall not be amended
 3. **Billing rate = ((actual hourly rate * (1+ (Combined ICR+FCCM))) + (actual hourly rate *(1+Combined ICR)* Fee)). Profit/Fee is not applied to FCCM.** Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 3. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kimley-Horn and Associates, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 07/26/24

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	Federal Rate	\$ -
Travel (Airfare, Rental Car, Tolls, etc.)			Actual	\$ -
Per Diem		per day	\$60.00	\$ -
Outside Printing and Reproduction			Actual	\$ -
Courier / Fed Ex / USPS, etc.			Actual	\$ -
Misc. Field Equipment / Supplies			Actual	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title *: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 7/26/2024
 Email: anthony.podegracz@kimley-horn.com Phone Number: 916-858-5800
 Address: 555 Capitol Mall, Suite 300, Sacramento, CA 95814

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering services

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Consultant: C&M Associates
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Carlos Contreras, T&R Director	\$479.16	N/C	7/1/2024	6/30/2025	--	\$158.75	N/A
	\$503.12	N/C	7/1/2025	6/30/2026	5.0%	\$166.68	N/A
	\$528.27	N/C	7/1/2026	6/30/2027	5.0%	\$175.02	N/A
	\$554.69	N/C	7/1/2027	6/30/2028	5.0%	\$183.77	N/A
	\$582.42	N/C	7/1/2028	6/30/2029	5.0%	\$192.96	N/A
Axel Hermann, T&R Task Lead	\$271.54	N/C	7/1/2024	6/30/2025	--	\$89.96	N/A
	\$285.11	N/C	7/1/2025	6/30/2026	5.0%	\$94.46	N/A
	\$299.37	N/C	7/1/2026	6/30/2027	5.0%	\$99.18	N/A
	\$314.34	N/C	7/1/2027	6/30/2028	5.0%	\$104.14	N/A
	\$330.05	N/C	7/1/2028	6/30/2029	5.0%	\$109.35	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: C&M Associates

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Manuel Sanchez, Socioeconomist	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Griffin Harris, Microstimulation Lead	\$290.22	N/C	7/1/2024	6/30/2025	--	\$96.15	N/A
	\$304.73	N/C	7/1/2025	6/30/2026	5.0%	\$100.96	N/A
	\$319.97	N/C	7/1/2026	6/30/2027	5.0%	\$106.01	N/A
	\$335.96	N/C	7/1/2027	6/30/2028	5.0%	\$111.31	N/A
	\$352.76	N/C	7/1/2028	6/30/2029	5.0%	\$116.87	N/A
Rui Zhang, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
James Liddle, Technical Writer	\$148.20	N/C	7/1/2024	6/30/2025	--	\$49.10	N/A
	\$155.61	N/C	7/1/2025	6/30/2026	5.0%	\$51.56	N/A
	\$163.39	N/C	7/1/2026	6/30/2027	5.0%	\$54.13	N/A
	\$171.56	N/C	7/1/2027	6/30/2028	5.0%	\$56.84	N/A
	\$180.14	N/C	7/1/2028	6/30/2029	5.0%	\$59.68	N/A
Juan Pablo Zimbron, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Julian Mendoza, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Consultant: C&M Associates
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Xiao Xiao, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A

Appendix B: Exceptions to Contract Terms

STC requests the following changes to the contract, with proposed language additions included in red text below. In both cases, the intent is for the Law Office of Kirk E. Trost to retain responsibility for any legal services Mr. Trost provides, and to bypass STC and other subcontractors from any liability arising from the performance of Mr. Trost's legal services.

Article I.H of the sample agreement:

H. With the exception of services provided by the Law Office of Kirk E. Trost (TROST), 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. TROST shall be solely responsible for any services provided by TROST and there shall be no recourse against either CONSULTANT or any other subcontractor or subconsultant.

Article X.A of the sample agreement:

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. With the exception of the services provided by TROST, 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.

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

Topic: Long-Range Calendar	Agenda Item#: Agenda Type:	<h1>10d</h1> <h2>Informational</h2>	
		Attachments:	Yes <input checked="" type="radio"/> No
Prepared By: A. Bernstein		Meeting Date: October 14, 2024	

RECOMMENDATION:

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

Long Range Calendar Agenda Items

November 2024

- Close Public Hearing and Approve Restoration of Route 44 and Schedule Changes to Routes 43, 43R and 230 (Davis Express Routes)
- Discuss Goals and Format for Special Workshop(s) on YoloTD Budget and Funding Sources
- Caltrans Letter of Commitment to the Capitol Area Regional Tolling Authority

December 2024

- Woodland Transit Center: Authorize Contract Amendment with Kimley Horn for 100% Design of Court Street Location
- Update on Internal Controls
- Update on Short Range Transit Plan
- Adopt 2025 Meeting Schedule
- Adopt 2025 Holiday Schedule

January 2025

- Appoint Chair and Vice Chair for 2025
- Public Hearing and Possible Action on BeeLine Service Changes in Winters
- Possible Action to Renew Youth Ride Free and other free fare programs
- Yolo Active Transportation Corridors (YATC) Expenditure Authorization Request for Design
- Update on Service to Sutter Health Park for Rivercats and A's 2025 Baseball Season