



A G E N D A
SACRAMENTO TRANSPORTATION AUTHORITY
SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY
700 "H" STREET — SUITE 1450
SACRAMENTO, CALIFORNIA 95814

THURSDAY

APRIL 10, 2014

1:30 PM

MEMBERS: STEVE COHN, CURT CAMPION (Vice-Chair), GARY DAVIS, DARRELL FONG, SUE FROST, KERRI HOWELL, PATRICK HUME, ROBERTA MacGLASHAN, KEVIN McCARTY, ROBERT McGARVEY, DON NOTTOLI, BONNIE PANNELL, SUSAN PETERS (Chair), JAY SCHENIRER, PHIL SERNA, JIMMIE YEE

Alternates: Angelique Ashby, Nick Avdis, Mark Crews, Steve Hansen, Kevin Johnson, Steve Miller, Andy Morin, Teresa Stanley, Donald Terry, Robert Trigg, Allen Warren

This meeting of the Sacramento Transportation Authority will be videotaped in its entirety and will be cablecast without interruption on Metrocable Channel 14—the Government Affairs channel—on the Comcast and SureWest Cable Systems, and will be webcast at www.sacmetro.cable.tv. Today's meeting is being shown live, and will be repeated on Sunday at 2:00 p.m. on Channel 14. This meeting is being closed captioned. A video copy is also available for check-out from any library branch.

Assistive listening devices are available for use by the public. See the Clerk of the Board for information.

Members of the audience wishing to address the Board should complete a speaker identification form located at the back of the room and give it to the Clerk. Please speak into the microphones when addressing the Board, and state your name for the record.

The Governing Boards of the Sacramento Transportation Authority and the Sacramento Abandoned Vehicle Service Authority meet concurrently.

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. Comments from the Public Regarding Matters Not on the Agenda (All)
2. Executive Director's Report (Brian Williams)

CONSENT ITEMS

3. Action Summary – Governing Board Meeting of March 13, 2014 ◀ (Brian Williams)
4. Cumulative FY 2013-14 Measure A Revenue Report (Lisa Valine)
5. Sacramento County Transportation Mitigation Fee Program: Adjustments to Fee Rate Schedule ◀ (Brian Williams)
6. Assessment of Measure A Program Performance During FY 2012-13 Relative to Adopted Performance Standards (Brian Williams)



AGENDA
SACRAMENTO TRANSPORTATION AUTHORITY
SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY

April 10, 2014

Page 2

SEPARATE ITEMS

- | | | |
|-----|---|------------------|
| 7. | Preliminary FY 2014-15 Measure A Revenue Forecast | (Brian Williams) |
| 8. | Public Hearing: Draft FY 2014-15 STA Budget | (Lisa Valine) |
| 9. | Informational Presentation on Upcoming Freeway Construction Projects | (Norman Hom) |
| 10. | Cooperative Agreement with Caltrans for Enhanced Freeway Service Patrol Operations During Construction Projects ◀ | (Norman Hom) |
| 11. | Amendments to Contracts with Tow Companies for Construction-Related Freeway Service Patrol Operations ◀ | (Norman Hom) |
| 12. | Comments of Authority Members | (All) |

◀ - Denotes matters requiring Board action

- - - - -

Staff reports and associated materials can be viewed or downloaded at www.sacta.org
For a paper copy of the agenda packet or any staff report, please contact Jennifer Doll: 916-323-0080; jennifer@sacta.org



APRIL 10, 2014

AGENDA ITEM # **2**

EXECUTIVE DIRECTOR'S REPORT

Action Requested: Receive and file

Key Staff: Brian Williams, Executive Director

Recommendation

Receive and file this summary report of current STA activities.

Discussion

A. Measure A Transportation Sales Tax Program

FY 2014 Measure A Sales Tax Revenues

The monthly Measure A sales tax revenue and distribution report is enclosed herein (**Item #4**). It shows the March 2013 distribution and the nine-month cumulative distribution to each eligible expenditure category since July 1. Staff has forecast that FY 2013-14 sales tax revenue will exceed the prior year actuals by 5.0%. To date, we are running about 4.8 percent above last year's pace. The March figure of \$9,505,327 represents a 9.1 percent increase from the same month one year ago.

FY 2015 Revenue Forecast and Budget

Staff has prepared a preliminary estimate of revenues for FY 2015 (**Item #7**). Current-year (FY 2014) revenues (budget-basis) will likely come in at about \$100,915,000. We estimate that the upward revenue trend of the past four years will continue into FY 2014-15 at an annualized rate of about five percent. As such, the Measure A sales tax will generate \$105,961,000. We also forecast that land development will continue to revive such that revenues from the Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) will increase by about ten percent to \$3,630,000.

These forecasted Measure A revenue amounts, along with estimated Freeway Service Patrol and SAVSA revenues, have been plugged into our budgeting model to prepare a Draft FY 2015 agency budget (**Item #8**). Based on review and discussion of the revenue forecasts and budget sheets at today's meeting, staff will prepare a final budget in user-friendly booklet format for adoption in June.

Measure A Sacramento County Transportation Mitigation Fee Program

The **New** Measure A Ordinance created the Sacramento County Transportation Mitigation Fee Program (SCTMFP) to help fund the Measure A capital program. Your Board adopted the original fee schedule in December 2008, and the SCTMFP took effect on April 1, 2009 at the commencement of the **New** Measure A term. The program is implemented by the County and cities, and associated fee revenues are passed

A. Measure A Transportation Sales Tax Program (continued)

through to the STA. The Ordinance requires that the SCTMFP fee schedule be updated annually consistent with the change in the McGraw-Hill *Engineering News Record (ENR)* 20-City Construction Cost Index (CCI). The change in the average 20-City CCI from 2012 to 2013 was +2.57%. The proposed fee schedule update is presented in **Item #5**.

Measure A Performance Standards

Your Board has adopted baseline performance standards for the Measure A sales tax program. The standards are organized into three themes: Maintenance of Effort; Planning & Programming; and Reporting. In **Item #6**, staff assesses the implementation of the Measure A program during FY 2012-13 relative to the adopted performance standards. All of the affected entities have satisfied both the Planning/Programming and the Reporting standards. Two of the Measure A entities (City of Sacramento; unincorporated County) have technical findings related to the Maintenance of Effort standard for discretionary annual local transportation spending. This is not a program violation, however, because your Board temporarily suspended this standard to account for the severe fiscal stress experienced by some local transportation agencies during the recent economic recession.

B. Sacramento Abandoned Vehicle Service Authority (SAVSA)

The draft FY 2014-15 SAVSA budget figures are included with the overall STA budget presented in **Item #8**.

C. Sacramento Metropolitan Freeway Service Patrol (FSP)

Caltrans will soon have three significant highway construction projects underway in the Sacramento area: W-X freeway viaduct rehabilitation; Pioneer Bridge pavement rehabilitation; and I-80 carpool lane construction. At today's meeting (**Item #9**), Caltrans staff will explain the agency's plan to mitigate the substantial impacts that these simultaneous projects will have on traffic flow.

One of the traffic management tools will be an enhancement to Freeway Service Patrol operations. Staff proposes to execute a Cooperative Agreement with Caltrans for the provision of three additional tow trucks during the W-X freeway construction period, along with a similar agreement for 1-2 additional tow trucks related to the I-80 carpool lanes project (**Item #10**). We will also need to amend our existing contract agreements with the FSP tow contractors (**Item #11**).

The draft FY 2014-15 FSP budget figures are included with the overall STA budget presented in **Item #8**.

D. Administrative Matters

We congratulate STA Board member **Pat Hume** for being selected as a 2014 RT Transit Action Excellence Award recipient. He was recognized as "Elected Official of the Year" at the recent Metro Chamber "State of RT" event. In addition to his positions on the STA Board and the Elk Grove City Council, Mr. Hume serves on both the Regional Transit and Paratransit, Inc. governing boards.

E. Upcoming Events 2014

Date	Event	Comments
May 3-7	Metro Chamber <i>Capitol-to-Capitol</i> event	
May 29	Measure A Taxpayers Oversight Committee	
June 12	STA Board	
July 24	STA Board	

Attachment: County Pooled Investment Fund – Monthly Review



APRIL 10, 2014

AGENDA ITEM # 3

**ACTION SUMMARY –
GOVERNING BOARD MEETING OF MARCH 13, 2014**

Action Requested: Approve action summary

Key Staff: Brian Williams, Executive Director

Recommendation

Approve the attached Action Summary of the March 13, 2014 meeting of the STA Governing Board.

Attachment



APRIL 10, 2014

AGENDA ITEM # 4

CUMULATIVE FY 2013-14 MEASURE A REVENUE REPORT

Action Requested: Receive and file

Key Staff: Lisa Valine, Accounting Manager

Recommendation

Receive and file a summary report of cumulative FY 2013-14 Measure A sales tax revenues.

Discussion

The monthly Measure A sales tax revenue and distribution report for March is attached. This report also provides cumulative revenue and distribution figures for the first 9 months of FY 2014. At the top half of the page, the first two columns show the proportional allocation of sales tax revenue to each Measure A program. The first two columns at the bottom half of the page break out the allocations among the County and cities for the *Traffic Control & Safety*; *Streetscaping, Bike, Ped*; and *Road Maintenance* programs. The far right column shows the distribution of Measure A revenues for the month of March, while the second column from the right depicts cumulative distributions through the end of the prior month. Lastly, cumulative FY 2014 Measure A distributions to date are shown in the middle column.

In summary, the March sales tax revenues of **\$9,505,327** were 9.1 percent above the same month last year, and cumulative sales tax revenues through nine months of FY 2014 are running about 4.8% above the prior year.

Attachment



APRIL 10, 2014

AGENDA ITEM # 5

SACRAMENTO COUNTY TRANSPORTATION MITIGATION FEE PROGRAM: ADJUSTMENTS TO FEE RATE SCHEDULE

Action Requested: Adopt updated impact fee rate schedule

Key Staff: Brian Williams, Executive Director

Recommendation

Adjust the Measure A Sacramento County Transportation Mitigation Fee Program rate schedule to account for changes in construction costs.

Discussion

The **New** Measure A Ordinance requires the County and each incorporated city to implement the Sacramento County Transportation Mitigation Fee Program (SCTMFP). The SCTMFP is a Countywide development impact fee. Associated revenues are used mostly to deliver and construct Measure A *capital* projects. Consistent with relevant provisions of the Ordinance, your Board adopted an original fee rate schedule in December 2008 for the period April 1, 2009 to June 30, 2010. All affected jurisdictions are implementing the fee program and submitting semi-annual reports and payments to STA.

The Ordinance requires that the SCTMFP fee schedule be updated annually consistent with the change to the McGraw-Hill *Engineering News Record (ENR)* 20-City Construction Cost Index (CCI). The change in the average 20-City CCI from 2012 to 2013 was 2.57%. As such, staff recommends that your Board adjust the fee rate schedule as follows:

Land Use	Current Rate (\$)	New Rate (\$) (July 1, 2014 – June 30, 2015)
Single-Family Residential	1,100 <i>per unit</i>	1,128
Single-Family Residential, <i>Senior</i>	879 <i>per unit</i>	902
Multi-family Residential	770 <i>per unit</i>	790
Multi-family Residential, <i>Senior</i>	660 <i>per unit</i>	677
Office Use	1,321 <i>per 1000 sq ft</i>	1,355
Retail Use	4,075 <i>per 1000 sq ft</i>	4,180
Industrial Use	879 <i>per 1000 sq ft</i>	902
Hotel/Motel	638 <i>per sleeping room</i>	654
Golf Course	916 <i>per acre</i>	940
Movie Theater	2,094 <i>per screen</i>	2,148
Religious Center	1,024 <i>per 1000 sq ft</i>	1,050
Hospital	1,846 <i>per 1000 sq ft</i>	1,893
Service Station	1,431 <i>per fueling pump</i>	1,468
Supermarket	2,321 <i>per 1000 sq ft</i>	2,381
Warehouse / Self Storage	275 <i>per 1000 sq ft</i>	282

The new rates will apply to affected building permits issued from July 1, 2014 to June 30, 2015. STA is required to distribute this adjusted fee rate schedule to the County and cities at least 60 days prior to the effective date.

Please note that staff continues to work with a committee of County and cities fee-program managers to expand the SCTMFP land use listing to better accommodate unique land development applications that do not fit into the current scheme. The objective is to provide heightened certainty to applicants and local agency staff by minimizing the degree of professional interpretation required to implement the SCTMFP program. That effort is proceeding. We anticipate submitting an expanded listing to your Board for consideration this summer. The existing land use categories and fee rates will be retained.



APRIL 10, 2014

AGENDA ITEM # **6**

**ASSESSMENT OF MEASURE A PROGRAM PERFORMANCE DURING FY 2012-13
RELATIVE TO ADOPTED PERFORMANCE STANDARDS**

Action Requested: Receive and file performance report

Key Staff: Brian Williams, Executive Director

Recommendation

Receive and file the attached report on the implementation of the Measure A program during FY 2012-13 relative to adopted program performance standards.

Discussion

The **New** Measure A Ordinance requires that the STA Board adopt and implement performance standards to guide the expenditure of transportation sales tax funds. In 2010, the Board adopted a set of “baseline” performance standards. The baseline standards are organized into three themes: Maintenance of Effort; Planning and Programming; and Reporting. The **Maintenance of Effort** (MOE) standards address several provisions in the Measure A ordinance that require local jurisdictions to maintain their existing commitments of discretionary local transportation funds. The Ordinance prohibits recipient entities from using Measure A funds to displace other discretionary local transportation revenues. The MOE standards ensure that Measure A funds are used solely for transportation projects and services that local jurisdictions could not otherwise provide if the transportation sales tax program were not in place. These standards only apply to discretionary *local* transportation revenues, because the cyclical nature of federal and state transportation subventions and local development impact fee collections is beyond the control of local policymakers. *Please note that the MOE performance standard for discretionary local transportation spending has been temporarily suspended by the STA Board to account for the severe fiscal stress experienced by local transportation agencies during the recent economic recession.* An MOE standard also applies to the local transportation impact fee rate schedule imposed on new development by the County and each city.

The **Planning and Programming** standards ensure that Measure A funds are expended solely on eligible projects and services as set forth in the Measure A expenditure plan, as interpreted by the STA Board. These standards also facilitate an understanding by local transportation providers and the interested public as to when—and how much—Measure A funds are expected to be available for transportation services and specific capital improvements.

The **Reporting** standards ensure that the progress in delivering Measure A-funded transportation services and projects is clearly documented. This allows policy makers and the general public to track the improvements promised in the Measure A Expenditure Plan, and, working with the local project sponsors, to adjust the delivery strategy in portions of the program where insufficient progress is being made.

For your information, staff has compiled the attached report to assess the performance of the STA and the Measure A entities during FY 2012-13 relative to the baseline performance standards. All of the affected entities have satisfied both the Planning & Programming and the Reporting standards. There is one finding each for the City of Sacramento and the County of Sacramento related to the Maintenance of Effort standard (page 1 of attachment). *As mentioned above, the Board has temporarily suspended this standard.* This report was previously distributed to the Measure A Independent Taxpayer Oversight Committee (ITOC), which is charged with conducting performance audits and reporting on progress in meeting the performance standards.

Please note that *program* performance standards differ from *accounting and auditing* standards. Staff has implemented accounting, auditing, and reporting processes to comply with generally accepted accounting practices (GAAP) and Government Accounting Standards Board (GASB) protocols. These accounting and auditing processes also satisfy new financial reporting requirements associated with the STA's bond issues. The practices of all Measure A entities, except the City of Isleton, currently conform to STA's accounting and auditing standards.

Attachment

I. MAINTENANCE OF EFFORT

A. Local Transportation Funding

Each year, the County and each City must commit discretionary **local** funds (excluding Measure A) for street/road maintenance and cumulatively for street/road maintenance, operations, and construction in amounts at least equal to the average annual amount that each respective jurisdiction committed to such purposes during the five years (2005-2009) immediately preceding the commencement of the **New Measure A** program. The following tables compare affected FY 2013 expenditures with the adopted standard for these performance criteria. *Please note that this performance requirement was suspended by the STA Governing Board in light of the extreme stress on local agency finances during the recent economic downturn. These data are provided here for information purposes only.*

Street/Road Maintenance

	Adopted Standard	FY 2013 Expenditures
Citrus Heights	\$0	\$2,414,549
Elk Grove	\$4,060	\$2,664,568
Folsom	\$1,640,003	\$1,780,318
Galt	\$0	\$0
Isleton	\$0	\$0
Rancho Cordova	\$29,173	\$1,558,516
Sacramento	\$1,334,174	\$930,914
Unincorporated County	\$6,046,668	\$7,707,634

Seven jurisdictions met the threshold for local (non-Measure A) maintenance expenditures during FY 2013. The City of Sacramento spent considerably less than its adopted standard, but its cumulative FY 2013 expenditures substantially exceeded the standard, as shown in the table below.

Street/Road Maintenance, Operations, & Construction

	Adopted Standard	FY 2013 Expenditures
Citrus Heights	\$0	\$2,478,094
Elk Grove	\$4,060	\$7,175,456
Folsom	\$1,640,003	\$1,780,318
Galt	\$0	\$0
Isleton	\$0	\$0
Rancho Cordova	\$157,265	\$1,558,516
Sacramento	\$1,602,867	\$2,806,403
Unincorporated County	\$10,225,152	\$9,515,535

Seven jurisdictions achieved the performance threshold for cumulative local (non-Measure A) expenditures for maintenance, operations, and construction during FY 2013. Related expenditures in the unincorporated County were about seven percent below the adopted standard.

B. Local Transportation Impact Fee Rate Schedule

The County and each City is required to impose a **local** transportation impact fee program on new property development. The local fee program is separate and in addition to the Measure A Countywide impact fee program (Sacramento County Transportation Mitigation Fee Program). The local impact fee rates must remain at least equal to the impact fee rates imposed by each respective jurisdiction at the time the **New** Measure A program commenced on April 1, 2009. A jurisdiction can only reduce its local transportation impact fee rate schedule relative to the adopted standard if such a reduction is supported by an impact fee study approved by the affected policy board. The following tables compare FY 2013 transportation impact fee rates for each jurisdiction with the adopted standards for this performance criterion:

City of Citrus Heights Road & Transit Fee

Land Use	Adopted Standard		FY 2013 Rate Schedule	
	District 1 <i>W of I-80</i>	District 3 <i>E of I-80</i>	District 1 <i>W of I-80</i>	District 3 <i>E of I-80</i>
Single-family residential (unit)	\$790.50	\$1,434.12	\$790.50	\$1,434.12
Multi-family residential (unit)	715.02	1,312.74	715.02	1,312.74
Commercial (sq ft)	2.44	4.45	2.44	4.45
Office – bus/prof (sq ft)	2.00	3.64	2.00	3.64
Church (sq ft)	0.80	1.44	0.80	1.44
Private School (sq ft)	139.74	253.98	139.74	253.98
Gas Station (pump)	3,190.56	5,729.34	3,190.56	5,729.34
Child Care Center (sq ft)	0.40	0.72	0.40	0.72
Care Facility (room)	358.02	656.88	358.02	656.88
Utility Building (sq ft)	0.07	0.12	0.07	0.12

The Citrus Heights impact fee schedule is unchanged and remains consistent with the adopted performance standard.

City of Folsom Road & Light Rail Transit Fee

Land Use	Adopted Standard		FY 2013 Rate Schedule	
	Road Fee	Light Rail Fee	Road Fee	Light Rail Fee
Single-family residential (unit)	\$7,153	\$634	\$7,153	\$634
Multi-family residential (unit)	5,007	436	5,007	436
Mobile Home (unit)	5,007	436	5,007	436
South Lexington Hills (unit)	6,336		6,336	
Office (sq ft)	4.67	0.084	4.67	0.084
Commercial / Retail (sq ft)	10.74	0.202	10.74	0.202
Hospital (sq ft)	10.74		10.74	
Hotel / Motel (sq ft)	10.74		10.74	
Industrial (sq ft)	4.67	0.084	4.67	0.084

The Folsom impact fee schedule is unchanged and is thus consistent with the adopted performance standard. The “Hospital” and “Hotel/Motel” classification are folded into “Commercial/Retail.”

City of Elk Grove Roadway Impact Fee

Land Use	Roadway Fee Adopted Standard (as amended, 2009)				
	1-Elk Grove	2-Laguna	3-LagunaWest	4-Lakeside	5-Stonelake
Single-family residential (unit)	7,551	6,346	5,539	3,932	7,382
Multi-family residential (unit)	5,247	4,296	3,859	2,750	5,130
Age Restricted residential (unit)	2,787	2,412	2,240	1,804	2,741
Shopping Center / General Commercial (sq ft)	5.51	3.61	3.42	0.86	5.31
Restaurant w/o drive-thru (sq ft)	18.94	14.52	14.11	8.18	18.45
Restaurant w/ drive-thru (sq ft)	30.06	23.22	22.59	13.41	30.06
Car Sales (sq ft)	8.56	6.51	6.33	3.59	8.34
Gas Station (fueling position)	9,132	7,059	6,864	4,084	10,851
Office (sq ft)	6.50	4.68	5.12	2.42	6.32
Industrial (sq ft)	4.66	3.73	3.70	2.57	4.54
Hotel (room)	3,305	3,160	2,299	1,070	3,202

Land Use	FY 2013 Rate Schedule (Roadway Fees)				
	1-Elk Grove	2-Laguna	3-LagunaWest	4-Lakeside	5-Stonelake
Single-family residential (unit)	5,992	5,035	4,395	3,120	5,857
Multi-family residential (unit)	4,163	3,409	3,062	2,183	4,070
Age Restricted residential (unit)	2,323	1,994	1,844	1,461	2,283
Shopping Center / General Commercial (sq ft)	4.37	2.86	2.58	0.65	4.01
Restaurant w/o drive-thru (sq ft)	15.03	11.52	11.19	6.49	14.64
Restaurant w/ drive-thru (sq ft)	23.85	18.42	17.92	10.64	23.85
Car Sales (sq ft)	6.79	5.17	5.02	2.85	6.62
Gas Station (fueling position)	7,246	5,602	5,446	3,241	7,061
Office (sq ft)	5.16	3.71	4.06	1.92	5.01
Industrial (sq ft)	3.70	2.96	2.94	2.04	3.60
Hotel (room)	2,623	2,507	1,824	849	2,541

The adopted standard (top table) has been adjusted to accommodate a reduced fee structure that was the product of a formal impact fee study performed by an experienced infrastructure financing consultant and adopted by City Council resolution in 2009. All of Elk Grove's current fee rates are lower than the adopted standards. This is the result of a provision in the City's municipal code that adjusts the rate schedule periodically according to changes in the Caltrans Construction Cost Index (three-year rolling average). That index has declined in recent years. The City is in compliance with the Measure A maintenance of effort performance standard, however, because the annual adjustment provision is set forth in its municipal code.

City of Galt Traffic Circulation Fee

Land Use	Adopted Standard		FY 2010 Rate Schedule	
	Citywide	NE Specific Plan	Citywide	NE Specific Plan
Single-family residential (unit)	\$11,743	\$7,703	\$11,743	\$10,405
Multi-family residential (unit)	8,136	5,753	8,136	7,517
Retail Store (sq ft)	15.42	7.11	15.42	14.48
Office (sq ft)	8.20	1.30	8.20	7.47
Industrial (sq ft)	3.73	2.89	3.73	3.00
Institutional (trip)	877	680	877	680

The adopted “Citywide” fee standard has been adjusted to accommodate a reduced fee structure that was the product of a formal impact fee study performed by an experienced infrastructure financing consultant and adopted by the City Council in March 2010. The current Galt traffic circulation fee schedule is consistent with the adjusted maintenance of effort performance standard.

City of Isleton

Land Use	Adopted Standard	FY 2013 Fee Rate Schedule
	Single-family residential (unit)	4,000.00
Multi-family residential (unit)	3,000.00	3,000.00
Mobile Home (unit)	3,000.00	3,000.00
Commercial (sq ft)	5.00	5.00
Industrial (sq ft)	2.50	2.50
Office (sq ft)	5.00	5.00
Gas Station (fueling position)	4,000.00	4,000.00

The City of Isleton adopted its first local transportation impact fee schedule in 2012. That schedule serves as the adopted standard for determining Measure A maintenance of effort. The fee schedule has not been changed since adoption, so the City of Isleton is currently in compliance with this maintenance of effort standard.

City of Rancho Cordova Transportation Impact Fee

Land Use	Adopted Standard		FY 2013 Rate Schedule	
	Area 1	Area 2	Area 1	Area 2
Detached Dwelling > 1200 (unit)	8,900	14,996	9,077	14,996
Detached Dwelling ≤ 1200 (unit)	6,060	13,196	6,060	13,196
SF Attached Dwelling (unit)	5,941	12,629	6,060	13,196
Multi-family Dwelling (unit)	5,909	10,497	5,909	10,497
Mobile Home in park (unit)	4,655.50	9,895.41	4,655.50	9,895.41
Commercial Lodging (unit)	4,681.77	5,896.53	4,681.77	5,896.53
Commercial (sq ft)	8.36	11.00	8.53	11.00
Office (sq ft)	8.10	8.26	8.26	8.45
Industrial/Manufacturing (sq ft)	4.30	4.30	4.30	4.30

The adopted standard for Rancho Cordova (left side of table) has been adjusted to accommodate a reduced fee structure that was the product of a formal impact fee study performed by an experienced infrastructure financing consultant and adopted by the City Council in December 2013. "Mobile Home" and "Commercial Lodging" have been folded into other applicable categories. The current Rancho Cordova transportation impact fee schedule is consistent with the adjusted maintenance of effort performance standard.

City of Sacramento Transportation Fee Programs

North Natomas

Land Use	Adopted Standard			FY 2013 Fee Rate Schedule		
	Major Street Constr Tax (% of const value)	N. Natomas Public Financing Fee	N. Natomas Transit	Major Street Constr Tax (% of const value)	N. Natomas Public Financing Fee	N. Natomas Transit
Single Family res (unit)	0.8%	4,740	325	0.8%	5,845	375
Multi-family res (unit)	0.8%	4,740	325	0.8%	5,845	375
Retail (net acre), <i>Comm</i>	0.8%	111,732	13,800	0.8%	140,361	15,947
Office (net acre), <i>EC-30</i>	0.8%	58,249	5,276	0.8%	75,669	6,097

Downtown

Land Use	Adopted Standard		FY 2013 Fee Rate Schedule			
	Major Street Constr Tax (% of const value)	Richards / Railyards/ Downtown	Major Street Constr Tax (% of const value)	Downtown	Richards	Railyards
Single-family res (unit)	0.8%	810	0.8%	918	3,647	4,308
Multi-family res (unit)	0.8%	811	0.8%	918	3,647	4,308
Retail (sq ft)	0.8%	1.70	0.8%	1.92	7.64	9.13
Office (sq ft)	0.8%	1.54	0.8%	1.75	6.94	8.19

The current Sacramento transportation impact fee rates exceed the adopted Measure A standard in every category. The City is in compliance with the adopted maintenance of effort performance standard.

County of Sacramento Transportation Development Fee

The local transportation impact fee rate schedule for the unincorporated County area is shown on the following two pages. Table B-1 depicts the Measure A performance standard, which is the rate schedule that was in effect at the commencement of the **New** Measure A program on April 1, 2009. Table B-2 depicts the current impact fee rate schedule. For all land use categories in all of the County fee district areas, the current rates exceed the adopted standard. The County remains in compliance with the Measure A maintenance of effort performance standard.

II. PLANNING & PROGRAMMING

Five-Year Programming

The Measure A planning and programming standard requires that affected local transportation agencies submit five-year programs of anticipated expenditures within the following Measure A program components:

- Transit Congestion Relief Program
- Local Arterial Program
- Traffic Control & Safety Program
- Safety, Streetscaping, Pedestrian & Bicycle Facilities Program
- Senior & Disabled Transportation Services Program
- Transportation-Related Air Quality Program

The stated level of expenditures during the programming period is based on STA revenue estimates for each Measure A program component. For FY 2013, all of the affected local entities submitted their required 5-year programs, which were subsequently reviewed by the Measure A Independent Taxpayers Oversight Committee (ITOC) and approved by the STA Governing Board.

III. REPORTING

A. Quarterly Status Report – Capital Projects

Each recipient transportation agency is required to submit a quarterly status report of its progress delivering and constructing Measure A Capital projects. The reports are due to STA within 30 days after the end of each calendar quarter, and must include the following information:

- General description of project
- Total anticipated project cost and proportional contribution from Measure A
- Amount of Measure A funds expended during the reporting period and cumulatively to date
- Amount of Measure A funds earmarked for the project still unexpended
- Current project implementation phase
- Statement of how the project's design and construction will accommodate bicyclists and pedestrians

All of the entities receiving Measure A capital funds submitted the required quarterly status reports during FY 2013. The reports were subsequently reviewed by the ITOC and the STA Governing Board.

B. Quarterly Status Reports – On-going Operations & Maintenance Programs

Each recipient entity is required to submit a quarterly status report of its progress delivering the on-going annual (*non-capital*) Measure A programs. The reports are due within 30 days after the end of each calendar quarter, and must include the following information for each affected Measure A program during the reporting period:

- Amount of Measure A funds received
- Amount of interest earned
- Amount of Measure A funds expended
- Listing of specific expenditures (type of expenditure and location, if applicable)

All of the local entities receiving Measure A funding for on-going annual programs submitted the required quarterly status reports during FY 2013. The reports were subsequently reviewed by the ITOC and presented to the STA Governing Board. The City of Isleton did not receive Measure A distributions during FY 2013, and thus did not submit quarterly status reports.



APRIL 10, 2014

AGENDA ITEM # 7

PRELIMINARY FY 2014-15 MEASURE A REVENUE FORECAST

Action Requested: Review preliminary FY 2014-15 Measure A revenue forecast.

Key Staff: Brian Williams, Executive Director

Recommendation

Review preliminary FY 2014-15 revenue forecast for the Measure A transportation sales tax program.

Discussion

Staff has generated a preliminary estimate of Measure A revenues for FY 2014-15. During the past two years, taxable retail sales in Sacramento County have rebounded after the 4-year incremental decline between FY 2006 and FY 2010. On a budgetary basis, FY 2011 Measure A sales tax revenues were up 4.5%, followed by a 6.7% jump in FY 2012, and a 4.8% increase in FY 2013. During the first nine months of FY 2014, the upward trend is continuing, with Measure A sales tax receipts running 4.8 percent above the same period last year. Staff forecasts that the upward trend will generally continue through June. We estimate that cumulative revenues *this year* (FY 2014) will come in at about **\$100,915,000**. This increment is consistent with the budgeted sales tax growth for this year.

Consumer confidence in the Sacramento region continues to slowly improve, although somewhat haphazardly. The published unemployment rate has decreased to below 9%. Property values are rising in the Sacramento region, and the housing market is much more active than just two years ago. Property development activity is arising from its deep slumber during the economic recession. These data bode well for a continuation of recent sales tax revenue trends and a bump in transportation impact fee revenues. One concern is that motor fuel prices in the Sacramento region have risen markedly in recent weeks, in some instances to over \$4.00 per gallon. High oil prices inhibit consumer demand for other retail goods and services.

Staff recommends that the STA Board assume a 5.0 percent increase in Measure A sales tax revenues during FY 2014-15 for a cumulative total of **\$105,961,000**. We also recommend that the Board assume a 10% increase in estimated revenues from the Measure A countywide transportation impact fee during FY 2014-15 to **\$3,630,000**.

A preliminary five-year Measure A sales tax revenue allocation schedule is attached hereto. The first data column shows the current-year forecast. If approved, the FY 2014-15 schedule (2nd column) will be incorporated into the STA Budget. The remaining columns represent staff's preliminary estimate of annual Measure A revenues from FY 2016 to FY 2018. We continue to assume average long-term annual growth of 5.0%. When a final revenue forecast is adopted in June, the Measure A entities will use this table to update their 5-year Measure A spending plans, which will be presented for consideration by the taxpayers oversight committee and STA Board during the summer.

New Measure A On-going Annual Programs, 5-Year Estimate of Allocations (3-20-2014)

		<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Measure A Gross Revenue		\$ 100,914,907	\$ 105,960,652	\$ 111,258,685	\$ 116,821,619	\$ 122,662,700
<i>From the Total Gross Revenue</i>						
Isleton	0.04%	\$ 40,366	\$ 42,384	\$ 44,503	\$ 46,729	\$ 49,065
Galt	1.00%	\$ 1,009,149	\$ 1,059,607	\$ 1,112,587	\$ 1,168,216	\$ 1,226,627
Neighborhood Shuttle	<u>\$1,000,000</u>	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<i>From the Remaining</i>						
Program Administration	0.75%	\$ 741,490	\$ 778,940	\$ 818,262	\$ 859,550	\$ 902,903
SMAQMD	1.50%	\$ 1,482,981	\$ 1,557,880	\$ 1,636,524	\$ 1,719,100	\$ 1,805,805
Traffic Control & Safety	3.00%	\$ 2,965,962	\$ 3,115,760	\$ 3,273,048	\$ 3,438,200	\$ 3,611,610
CTSA	3.50%	\$ 3,460,289	\$ 3,635,053	\$ 3,818,556	\$ 4,011,234	\$ 4,213,545
CTSA Reserve	1.00%	\$ 988,654	\$ 1,038,587	\$ 1,091,016	\$ 1,146,067	\$ 1,203,870
Sac Cnty Regl Parks Dept	\$1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Safety, Stscape, Ped&Bike Facilities	5.00%	\$ 3,943,270	\$ 4,192,933	\$ 4,455,080	\$ 4,730,334	\$ 5,019,350
Street & Road Maintenance	30.00%	\$ 29,659,618	\$ 31,157,598	\$ 32,730,478	\$ 34,382,002	\$ 36,116,102
SRTD	34.50%	\$ 34,108,560	\$ 35,831,238	\$ 37,640,050	\$ 39,539,303	\$ 41,533,518
Capital Projects	<u>20.75%</u>	\$ 20,514,569	\$ 21,550,672	\$ 22,638,581	\$ 23,780,885	\$ 24,980,304

<u>Traffic Control & Safety</u>		<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Citrus Heights	5.45%	\$ 161,660	\$ 169,824	\$ 178,397	\$ 187,399	\$ 196,851
Elk Grove	10.80%	\$ 320,466	\$ 336,651	\$ 353,646	\$ 371,490	\$ 390,227
Folsom	5.44%	\$ 161,480	\$ 169,636	\$ 178,199	\$ 187,191	\$ 196,632
Rancho Cordova	4.96%	\$ 147,169	\$ 154,602	\$ 162,407	\$ 170,601	\$ 179,206
Sacramento	31.72%	\$ 940,878	\$ 988,398	\$ 1,038,294	\$ 1,090,684	\$ 1,145,694
County	41.62%	\$ 1,234,309	\$ 1,296,648	\$ 1,362,105	\$ 1,430,835	\$ 1,503,000
Total	100.00%	\$ 2,965,962	\$ 3,115,760	\$ 3,273,048	\$ 3,438,200	\$ 3,611,610
<u>Safety, Streetscaping, Pedestrian & Bike Facilities</u>		<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Citrus Heights	5.45%	\$ 214,928	\$ 228,536	\$ 242,824	\$ 257,827	\$ 273,579
Elk Grove	10.80%	\$ 426,062	\$ 453,038	\$ 481,362	\$ 511,103	\$ 542,330
Folsom	5.44%	\$ 214,689	\$ 228,282	\$ 242,555	\$ 257,541	\$ 273,276
Rancho Cordova	4.96%	\$ 195,663	\$ 208,051	\$ 221,058	\$ 234,716	\$ 249,057
Sacramento	31.72%	\$ 1,250,905	\$ 1,330,104	\$ 1,413,264	\$ 1,500,581	\$ 1,592,265
County	41.62%	\$ 1,641,023	\$ 1,744,923	\$ 1,854,017	\$ 1,968,566	\$ 2,088,843
Total	100.00%	\$ 3,943,270	\$ 4,192,933	\$ 4,455,080	\$ 4,730,334	\$ 5,019,350
<u>Street & Road Maintenance</u>		<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Citrus Heights	5.45%	\$ 1,616,596	\$ 1,698,244	\$ 1,783,973	\$ 1,873,990	\$ 1,968,507
Elk Grove	10.80%	\$ 3,204,659	\$ 3,366,513	\$ 3,536,459	\$ 3,714,903	\$ 3,902,269
Folsom	5.44%	\$ 1,614,803	\$ 1,696,359	\$ 1,781,994	\$ 1,871,910	\$ 1,966,323
Rancho Cordova	4.96%	\$ 1,471,692	\$ 1,546,021	\$ 1,624,066	\$ 1,706,014	\$ 1,792,059
Sacramento	31.72%	\$ 9,408,781	\$ 9,883,978	\$ 10,382,935	\$ 10,906,841	\$ 11,456,941
County	41.62%	\$ 12,343,087	\$ 12,966,484	\$ 13,621,050	\$ 14,308,345	\$ 15,030,005
Total	100.00%	\$ 29,659,618	\$ 31,157,598	\$ 32,730,478	\$ 34,382,002	\$ 36,116,102



APRIL 10, 2014

AGENDA ITEM # 8

PUBLIC HEARING: DRAFT FY 2014-15 STA BUDGET

Action Requested: Review and discuss draft budget figures

Key Staff: Lisa Valine, Accounting Manager

Recommendation

Receive staff presentation on the Draft FY 2014-15 STA budget. Continue to June 12th for adoption.

Discussion

Staff will present the preliminary draft FY 2014-15 STA budget for review and discussion. Associated budget elements include Measure A/Administration Operating Detail; STA Administration Operating Detail; Contributions to Measure A Entities; Freeway Service Patrol (FSP) Operating Detail; and the Sacramento Abandoned Vehicle Service Authority (SAVSA) Operating Detail.

A final budget document in user-friendly booklet form will be presented to your Board for adoption in June.

Attachment

**SACRAMENTO TRANSPORTATION AUTHORITY
MEASURE A/ADMINISTRATION OPERATING DETAIL
PROPOSED
2014-15**

	Actual 2012-13	Budgeted 2013-14	Estimated Actual 2013-14	Proposed Budget 2014-15
BEGINNING FUND BALANCE AVAILABLE				
Bonded Capital Funds (2009 Series/Reserve)	26,309,298	26,345,000	26,355,433	26,373,769
Bonded Capital Funds (2012 Series)	-	39,760,933	48,225,103	26,868,850
Mitigation Fees	1,204,207	4,204,207	4,390,110	7,690,110
Operating Fund Excess	4,084,118	9,904,884	5,943,753	9,909,321
TOTAL BEGINNING FUND BALANCE AVAILABLE	31,597,623	80,215,024	84,914,399	70,842,050
AVAILABLE REVENUES				
Sales Tax	95,899,477	100,914,907	100,914,907	105,960,652
Mitigation Fees	3,176,382	3,300,000	3,300,000	3,630,000
Interest	660,339	600,000	487,500	487,500
Total Revenues	99,736,198	104,814,907	104,702,407	110,078,152
OTHER SOURCES				
Bond issuance	64,681,155	-	-	-
Transfer from SAVSA	33,958	34,000	34,000	34,000
	-	-	-	-
Total Other Sources	64,715,113	34,000	34,000	34,000
TOTAL ESTIMATED AVAILABLE FUNDS	196,048,934	185,063,931	189,650,806	180,954,202
APPROPRIATIONS				
Administration	745,552	775,490	775,490	812,940
Community Outreach Research Program	-	500,000	352,000	325,000
Debt Issue Costs	458,358	-	-	-
Contributions to Measure A Entities	93,013,926	105,359,849	101,061,266	95,799,040
Total Appropriations	94,217,836	106,635,339	102,188,756	96,936,980
OTHER USES				
Transfer to debt service (2009 & 2012 Series)	16,916,699	16,620,000	16,620,000	16,620,000
TOTAL ESTIMATED OUTFLOWS	111,134,535	123,255,339	118,808,756	113,556,980
ESTIMATED ENDING AVAILABLE FUND BALANCE	84,914,399	61,808,592	70,842,050	67,397,222

**SACRAMENTO TRANSPORTATION AUTHORITY
ADMINISTRATION OPERATING DETAIL
PROPOSED
2014-15**

	Actual	Budgeted	Estimated	Proposed
	2012-13	2013-14	2013-14	Budget
			2013-14	2014-15
Revenues				
Measure A	719,246	741,490	741,490	778,940
Transfer from SAVSA	33,958	34,000	34,000	34,000
Total revenues	753,204	775,490	775,490	812,940
APPROPRIATIONS				
Administration				
Salaries and Benefits	373,988	390,000	390,000	380,000
General Office	3,907	6,000	6,000	6,000
Rent	35,431	36,277	36,272	37,122
Utilities	2,764	5,000	2,700	3,500
Conferences and Travel	9,811	13,000	13,000	13,000
Insurance - Liability / Property	28,469	30,000	31,487	32,000
Professional Services	273,618	170,000	170,000	190,000
New Measure A Oversight Committee	-	57,000	57,000	65,000
Other Operating Expenditures	17,564	68,213	69,031	86,318
Total Administration	745,552	775,490	775,490	812,940
Excess revenues over				
Expenditures	\$ 7,652	\$ -	\$ 0	\$ (0)

SACRAMENTO TRANSPORTATION AUTHORITY
Contributions to Measure A Entities
PROPOSED
2014-15

	Actual	Budgeted	Estimated	Proposed
	2012-13	2013-14	2013-14	Budget
Contributions to Measure A Entities				2014-15
On-Going Measure A				
Isleton	38,327	40,366	40,366	42,384
Galt	958,170	1,009,149	1,009,149	1,059,607
Neighborhood Shuttle Set Aside	1,000,000	1,000,000	1,000,000	1,000,000
SMAQMD	1,407,308	1,482,981	1,482,981	1,557,880
Traffic Control & Safety	2,814,615	2,965,962	2,965,962	3,115,760
Paratransit (CTSA)_	3,283,718	3,460,289	3,460,289	3,635,053
CTSA Set Aside	938,205	988,654	988,654	1,038,587
Sac Cnty Regl Parks Dept	1,000,000	1,000,000	1,000,000	1,000,000
Safety, Streetscaping				
Pedestrian & Bike Facilities	3,691,025	3,943,270	3,943,270	4,192,933
Street & Road Maintenance	28,146,151	29,659,618	29,659,618	31,157,598
SRTD	32,368,073	34,108,560	34,108,560	35,831,238
Capital Projects	17,368,334	25,701,000	21,402,417	12,168,000
New Measure A	93,013,926	105,359,849	101,061,266	95,799,040
Original Measure A				
Folsom	1,683,467			
City of Rancho Cordova	364,538			
Galt	-			
Isleton	-			
Regional Transit	811,270			
City of Citrus Heights	725,587			
City of Elk Grove	617,663			
City of Sacramento	10,836,948			
County of Sacramento	1,010,513			
JPA Connector	232,501			
Original Contributions to Measure A Entities	16,282,487			
Total Contributions to Measure A Entities				
	109,296,413	105,359,849	101,061,266	95,799,040

**SACRAMENTO TRANSPORTATION AUTHORITY
 FREEWAY SERVICE PATROL OPERATING DETAIL
 PROPOSED
 2014-15**

	Actual 2012-13	Budgeted 2013-14	Estimated Actual 2013-14	Proposed Budget 2014-15
BEGINNING FUND BALANCE AVAILABLE	550,709	607,974	699,906	846,269
AVAILABLE REVENUES				
State Grant - FSP	1,167,759	1,168,729	1,168,729	1,100,000
SHOPP* (US 50)	-	-	300,000	-
SHOPP* (I-80)	-	-	30,000	180,000
SAFE	747,000	747,000	747,000	747,000
	1,914,759	1,915,729	2,245,729	2,027,000
 Total Available Funds	 2,465,468	 2,523,703	 2,945,635	 2,873,269
APPROPRIATIONS				
Administration				
Salaries and Benefits	140,053	140,100	140,100	140,100
General Office	67	1,000	1,000	1,000
Rent	14,472	14,817	14,817	14,817
Conferences and Travel	842	1,000	1,000	1,000
Uniform Patches / Signs	0	1,000	770	1,000
Communications	60,364	55,000	55,000	55,000
Driver Incentive Program	995	1,000	1,280	1,500
Professional and Legal Services	136,000	149,000	149,000	149,000
Public Relations	800	10,000	11,349	10,000
Other Operating Expenditures	32	1,000	50	1,000
Total Administration	353,625	373,917	374,366	374,417
 Operations				
Contractors	1,411,937	1,650,000	1,725,000	1,830,000
Total Operations	1,411,937	1,650,000	1,725,000	1,830,000
 TOTAL APPROPRIATIONS	 1,765,562	 2,023,917	 2,099,366	 2,204,417
 ESTIMATED ENDING FUND BALANCE	 699,906	 499,786	 846,269	 668,852

*State Highway Operation and Protection Program (SHOPP)

SACRAMENTO TRANSPORTATION AUTHORITY
Sacramento Abandoned Vehicle Service Authority
OPERATING DETAIL
PROPOSED
2014/15

	Actual 2012-13	Budgeted 2013-14	Estimated Actual 2013-14	Proposed Budget 2014-15
BEGINNING FUND BALANCE AVAILABLE	85,616	73,092	93,817	133,817
AVAILABLE REVENUES				
Vehicle License Fees	1,130,254	1,100,000	1,100,000	1,100,000
Interest	1,651	1,000	1,000	1,000
TOTAL ESTIMATED AVAILABLE FUNDS	1,217,521	1,174,092	1,194,817	1,234,817
APPROPRIATIONS				
Contributions to SAVSA Entities				
County of Sacramento	297,504	300,000	300,000	302,000
City of Sacramento	504,800	500,000	500,000	504,000
City of Galt	36,588	40,000	40,000	80,000
City of Isleton	322	2,000	0	0
City of Folsom	53,958	48,000	42,000	42,000
City of Elk Grove	133,834	103,000	78,000	148,000
City of Citrus Heights	62,741	108,000	67,000	67,000
Total Contributions to SAVSA Entities	1,089,747	1,101,000	1,027,000	1,143,000
TOTAL APPROPRIATIONS	1,089,747	1,101,000	1,027,000	1,143,000
TRANSFER TO STA GENERAL FUND	33,958	34,000	34,000	34,000
ESTIMATED ENDING FUND BALANCE AVAILABLE	93,817	39,092	133,817	57,817



APRIL 10, 2014

AGENDA ITEM # 9

INFORMATIONAL PRESENTATION ON UPCOMING FREEWAY CONSTRUCTION PROJECTS

Action Requested: Receive and file

Key Staff: Norman Hom, Administrative Services Officer III

Recommendation

Receive and file an informational presentation on the W-X Viaduct Rehab Project and other Caltrans freeway construction projects.

Discussion

Caltrans will shortly begin rehabilitating a section of US Highway 50 through Sacramento known as the "W-X Freeway" or the "Camellia City Viaduct." Caltrans warns that associated lane closures during the 10-week construction period will result in substantial traffic delays. Simultaneously, pavement rehab work will be conducted a short distance to the west at the Pioneer Bridge. In addition, Caltrans will be starting Phase 2 of the Interstate 80 "Across the Top" carpool lanes project whereby the two outside lanes of the eastbound direction will be reconstructed. Caltrans has included Freeway Service Patrol in its Traffic Management Program for these projects to help mitigate impacts on traffic flow and congestion during construction.

At today's meeting, Caltrans Public Information Officer Dennis Keaton will explain the W-X Viaduct project and present Caltrans' plan for mitigating the inevitable impacts on traffic flow. Board members are encouraged to take today's information back and share it with your respective local governing bodies.

C: Dennis Keaton, Caltrans



APRIL 10, 2014

AGENDA ITEM # **10**

**COOPERATIVE AGREEMENTS WITH CALTRANS FOR ENHANCED
FREEWAY SERVICE PATROL OPERATIONS DURING CONSTRUCTION PROJECTS**

Action Requested: Approve agreements with Caltrans

Key Staff: Norman Hom, Administrative Services Officer III

Recommendation

Authorize the Executive Director to execute Cooperative Agreements with Caltrans for enhanced Freeway Service Patrol operations.

Discussion

Caltrans is undertaking two major freeway construction projects that have potentially severe impacts on area traffic flow and congestion. The Transportation Management Programs for Caltrans' W-X Viaduct project on US Highway 50 and the carpool lanes construction project on I-80 "Across the Top" both call for the deployment of enhanced Freeway Service Patrol (FSP) to help mitigate traffic impacts during construction.

The attached Cooperative Agreement between STA and Caltrans allows Caltrans to make provision for enhanced FSP operations through an existing contract STA has executed with a local tow provider for the SacMetro FSP program. The Agreement provides for the full reimbursement of costs to the STA for the enhanced FSP service utilizing up to three additional tow trucks. The attached Agreement is for the W-X Viaduct Rehab Project on US Highway 50 and has been reviewed by both Caltrans and STA legal counsel.

Staff also requests authorization to execute a substantially-similar agreement for the I-80 "Across the Top" Project, subject to STA legal counsel review. This project has undergone many recent changes, including a new project manager, and so the exact cooperative agreement has not been finalized as of today's Board meeting. Your authorization today allows staff to enter into a similar agreement with Caltrans in time to provide FSP for the start of Phase 2 of the I-80 project carpool lanes this spring/early summer.

Attachment

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO AND EFFECTIVE on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the SACRAMENTO TRANSPORTATION AUTHORITY, a California public agency, referred to herein as "STA".

RECITALS

1. Under Streets and Highways Code Section 114, CALTRANS and STA are authorized to enter into a cooperative agreement for improvements and maintenance of the state highway system (SHS) and for that purpose develop and implement a Freeway Service Patrol (FSP) in the county of Sacramento.
2. CALTRANS is constructing a viaduct project on Highway 50 called the Camellia City Viaduct Rehabilitation Project referred to as "REHAB PROJECT".
3. The REHAB PROJECT is located in close proximity to connectors from Highway 50 I-5, Highway 99, and Interstate Business 80 (a.k.a. SR 51). This project will impact traffic on all these segments.
4. CALTRANS acknowledges the need to expeditiously remove disabled vehicles in an effort to relieve traffic congestion in and around the REHAB PROJECT construction area. Specifically, FSP is necessary to service the following locations, referred to as PROJECT LOCATIONS:
 - a. US 50 – From Jefferson Blvd (YOL PM 2.50) Interchange to the Howe Avenue Interchange (SAC PM 9.31);
 - b. I-5 – From Sutterville Interchange (SAC PM 20.53) to Richard Blvd Interchange (SAC PM 24.65),
 - c. SR 99 – From 12th Avenue Interchange (SAC PM 23.13) to interchange of SR 99 and Highway 50 (SAC PM 24.35)
 - d. SR 51 (Bus 80) – From interchange of SR 99 and Highway 50 (SAC PM 24.35) to H Street (SAC PM 1.20) and surface streets in the area of PROJECT.
5. STA is willing to administer a FSP for the above described PROJECT LOCATIONS and CALTRANS is willing to fund said FSP using State Highway Operation and Protection Program (SHOPP) funds.

6. FSP will assist in transportation system management efforts by assisting and/or removal of freeway impediments during construction of REHAB PROJECT, in order to provide traffic congestion relief, and, all of which will have the added benefit of reducing accidents and improving air quality.
7. All services performed by STA pursuant to this Agreement are intended to be performed in accordance with all applicable STA, Federal, and State laws, ordinances, regulations, published manuals, polices, and procedures.
8. The parties mutually desire to cooperate in the implementation of FSP and define herein below the terms and conditions under which FSP is to be implemented and financed in the PROJECT LOCATIONS.

SECTION I

CALTRANS AGREES:

1. To define or specify, in cooperation with STA, the level of service, as well as equipment, if any, that will be funded under the FSP.
2. At no cost to STA, to provide oversight over the FSP work done by or behalf of STA, including but not limited to resident engineer (RE) signing in and signing out tow providers.
3. To have a RE available to determine FSP's level of service, either roaming or a response time within ten (10) minutes and for communication in developing the traffic management plan.
4. To reimburse STA for all FSP service costs, including administrative costs of providing FSP tow services for PROJECT LOCATIONS.
5. To deposit with STA, using SHOPP funds, within thirty (30) days of receipt of STA's invoice, which invoice will be sent within thirty (30) days after execution of this Agreement, an initial deposit of \$5,000 toward the cost of FSP. Thereafter, to reimburse STA, within thirty (30) days after receipt of each monthly billing, for all actual and verifiable expenses. The total amount payable by CALTRANS to STA under this Agreement shall not exceed \$425,000.

SECTION II

STA AGREES:

1. To provide FSP services in excess of those routinely provided for congestion relief in the Sacramento Metropolitan Area, pursuant to the Memorandum of Understanding between California Highway Patrol, STA, and CALTRANS.

2. To develop, at STA's expense, a written plan describing FSP to be provided in support of the Traffic Management Plan. Said plan will be submitted to CALTRANS for CALTRANS' concurrence prior to STA's work change order to existing FSP tow contracts to accommodate the supplemental FSP in the plan. FSP plan must be pre-approved by CALTRANS before any reimbursable services may commence.
3. To issue a work change order to the existing FSP contract(s), to provide supplemental FSP coverage of up to four (4) additional tow trucks in and around the PROJECT LOCATIONS per the provisions for extended or special coverage in the tow contracts in accordance to the approved written work plan.
4. To provide the necessary communications system and related equipment, which may include voice, data, and Automatic Vehicle Location (AVL) terminal and affiliated software.
5. To have PROJECT FSP contract(s) in by April 10, 2014.
6. To be responsible for FSP during construction of REHAB PROJECT and maintain FSP to a level of service determined by CALTRANS' RE, either roaming or a response time within ten (10) minutes during rush hour traffic. STA shall not, however, be required to provide for or contract for FSP services in excess of the \$425,000 reimbursement limitation established under this Agreement without an amendment of said Agreement signed by both parties.
7. To submit an invoice to CALTRANS', within thirty (30) days upon execution of this Agreement, in the amount of \$5,000. Said invoice represents CALTRANS' initial payment toward FSP's cost.
8. To provide a primary contact person, including phone number, available to CALTRANS' RE. STA will notify CALTRANS of any personnel changes and/or contact information changes.
9. To thereafter submit monthly FSP invoices from the contracted operators to CALTRANS for review and approval before payment by STA. The contracted operators shall be paid at the hourly rate agreed to by CALTRANS under 11-FSP-01.
10. Upon completion of the FSP services under this Agreement, and all work incidental thereto, to furnish CALTRANS with a detailed statement of the total direct costs to be borne by CALTRANS. In no event shall invoices totaling more than the amount of \$425,000 be sent to CALTRANS, pursuant to this agreement. STA shall refund CALTRANS (promptly after completion of STA's final accounting), any amount of CALTRANS' funds remaining, if any, after actual final costs to be borne by CALTRANS have been deducted.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. It is understood and agreed that CALTRANS and STA, including Subcontractors maintain Comprehensive General Liability Insurance (CGL) and Automobile Liability Insurance, including any other insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, agents, and employees. Evidence of Insurance, Certificates of Insurance or other similar documents shall not be required of either party under this Agreement, except as otherwise expressly required herein to be provided by STA regarding Worker's Compensation Insurance.
3. Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open to public traffic, STA shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. STA shall take all necessary precautions for safe operations of the STA's equipment and the protection of the public from injury and damage from such property.
4. In the event FSP costs are anticipated to exceed \$425,000, STA may cease its obligations under this Agreement, until additional funding is secured by CALTRANS. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal Amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
5. Each of the contracting parties shall be subject to examination and audit for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. In addition, STA and CALTRANS may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract.
6. The actual cost of the FSP referred to in this Agreement shall include all direct costs attributable to such work and applied in accordance with CALTRANS' standard accounting procedures.
7. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

8. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STA and/or its contractors, agents under or in connection with any work, authority or jurisdiction conferred upon STA under this Agreement. It is understood and agreed that STA, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STA and/or its contractors agents under this Agreement.
9. Neither STA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless STA and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
10. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.
11. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
13. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal written amendment executed by parties to this Agreement hereto and no oral understanding or agreement not incorporated herein shall be binding.

14. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of terminating. In the event that CALTRANS terminates this Agreement, CALTRANS shall reimburse STA for all mutually agreed upon costs associated with this Agreement for services already performed. Unused and uncommitted funds shall be refunded to CALTRANS.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	SACRAMENTO TRANSPORTATION AUTHORITY
<p>By: _____ THOMAS L. BRANNON, Deputy District Director D3 Programming & Project Management</p> <p>Approved as to form and procedure:</p> <p>_____</p> <p>Attorney Department of Transportation</p> <p>Certified as to funds:</p> <p>_____</p> <p>District Project Control Officer</p> <p>Certified as to financial terms and policies:</p> <p>_____</p> <p>Accounting Administrator</p>	<p>By: _____ BRIAN WILLIAMS, Executive Director</p> <p>Approved as to form and procedure:</p> <p>_____</p> <p>WILLIAM BURKE, Legal Counsel</p>



APRIL 10, 2014

AGENDA ITEM # **11**

**AMENDMENTS TO CONTRACTS WITH TOW COMPANIES FOR
CONSTRUCTION-RELATED FREEWAY SERVICE PATROL OPERATIONS**

Action Requested: Authorize Executive Director to execute contract amendments

Key Staff: Norman Hom, Administrative Services Officer III

Recommendation

Authorize the Executive Director to execute the attached contract amendments with Sierra Hart, Inc. and Mike's Towing Service, Inc.

Discussion

Caltrans will shortly begin two major freeway projects that have potentially significant impacts on traffic flow and congestion. Both projects are relying on enhanced Freeway Service Patrol (FSP) to help mitigate traffic delays during construction. The SacMetro FSP continues to run its normal 17 trucks during the peak commute periods. Caltrans is calling for up to three additional trucks for the W-X Viaduct project and 1-2 additional trucks for the I-80 carpool lanes project.

Current FSP contracts contain provisions for the contractors to perform extra work related to their assigned beats, including enhanced FSP for construction projects, with a written change order. However, the current contracts only allow new flatbed trucks to enter the FSP fleet. Given the short duration of the two Caltrans projects—60 days total for the WX Viaduct project and 10 months for the I-80 project—buying new trucks to provide this coverage is not economically feasible for the tow companies. The attached contract amendments allow the contractors to add *used* tow trucks, including both flatbeds *and* wreckers, to their FSP fleets to accommodate the construction projects. The re-introduction of wreckers to the fleet gives FSP greater flexibility to meet the unique needs that might be encountered on the freeways due to the planned lane closures, traffic diversions, and temporary concrete barriers. Some of the truck specifications have also been slightly eased to reflect recent changes in standards in the CHP Handbook. The first contract amendment attached is for Contract 11-FSP-01 with Sierra Hart, Inc.—which is the FSP contractor on Highway 50—regarding the W-X Viaduct project. The second is for Contract 09-FSP-01 with Mike's Towing Service, Inc.—which is the FSP contractor on I-80—for Caltrans' I-80 carpool lanes project. (Note: this latter contract amendment also extends the contract term for two additional months to March 31, 2015 to accommodate the completion of the current I-80 work phase).

Attachments

CHANGE ORDER TO CONTRACT 11-FSP-01

REGARDING ENHANCED FREEWAY SERVICE PATROL DURING WX VIADUCT CONSTRUCTION PROJECT

Pursuant to Section 3.0(l) of Contract 11-FSP-01 between the Sacramento Transportation Authority (STA) and Sierra Hart, Inc. (Contractor) regarding extended or special Freeway Service Patrol (FSP), this written change order authorizes Contractor to provide enhanced FSP coverage in and around U.S. Highway 50 during Caltrans' WX Viaduct Reconstruction Project (Project) as follows:

- 1) Contractor shall provide three (3) additional tow trucks dedicated to mitigating traffic impacts resulting directly or indirectly from the WX Viaduct Reconstruction Project.
- 2) Dedicated tow trucks shall be generally assigned to the following areas:
 - a. US Highway 50 – From Jefferson Blvd Interchange to the Howe Avenue Interchange;
 - b. Interstate 5 – From Sutterville Interchange to Richards Blvd Interchange;
 - c. State Route 99 – From 12th Avenue Interchange to interchange of SR 99 and Highway 50; and
 - d. State Route 51 (Interstate Business 80) – From interchange of SR 99 and Highway 50 to H Street and surface streets in the area of Project.
- 3) Tow truck drivers shall be in constant radio communication with CHP dispatch using additional radios provided by STA.
- 4) Tow trucks shall normally be parked at locations identified by and directed by the CHP incident commander, Caltrans' District Traffic Management (DTM) and the Caltrans' Resident Engineer (RE).
- 5) Tow truck drivers shall respond immediately when dispatched by CHP with the primary goal of reaching the reported incident within ten minutes.
- 6) Hours and specific number of trucks shall be as follows unless redirected by Caltrans' RE or subsequently approved written work plan:

Stage/Phase	Start Date	End Date	Tow Trucks	Hours/Days
Stage 1, Phase 1	April 22, 2014	May 6, 2014	3	24/7
Stage 1, Phase 2	May 7, 2014	May 21, 2014	2	24/7
Stage 2, Phase 1	May 27, 2014	June 10, 2014	3	24/7
Stage 2, Phase 2	June 11, 2014	June 25, 2014	2	24/7

- 7) Per the Section 3.0(H) of the above-cited contract, the expanded coverage shall be compensated at the contracted hourly overtime rates.
- 8) At incident scenes, tow truck drivers shall work as directed by the CHP officer on scene, the CHP incident commander, Caltrans' District Traffic Management (DTM) or the Caltrans' Resident Engineer (RE), as applicable.
- 9) The FSPTacker smartphone app shall be enabled and logged in at all times while on duty. Tow truck drivers shall continue to enter all assist data into the electronic system.
- 10) All other provisions of the contract and Scopes of Services remains intact and in force.

<hr/> Norman Hom Program Manager SacMetro Freeway Service Patrol	<hr/> Rick Hart President Sierra Hart, Inc.
<hr/> Date	<hr/> Date

Contract Agreement No. 11-FSP-01 Amendment # 2

This Amendment Number Two to Contract No. 11-FSP-01 is made and entered into this _____ day of April 2014 by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority") and Sierra Hart, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Authority, a California local transportation authority, exists under the authority of Section §1800000 et seq. of the California Public Utilities Code;

WHEREAS, Authority and Contractor are currently parties to Contract Agreement No. 11-FSP-01, dated March 16, 2011 and subsequently amended July 1, 2013, for Freeway Service Patrol (FSP) services;

WHEREAS, upcoming freeway construction projects on Interstate 80 and US Highway 50 will severely impact local traffic congestion and the California Department of Transportation desires enhanced FSP support; and

WHEREAS, amendments contained herein provide for the continued maximum effectiveness of the SacMetro Freeway Service Patrol program to reduce congestion during freeway construction work;

NOW THEREFORE, in consideration of the conditions herein contained, Authority and Contractor do hereby agree as follows:

AGREEMENT

1.0 AMENDMENTS TO THE CONTRACT

Contract 11-FSP-01 is hereby amended as follows:

5.0 TERMINATION

5.1 Termination by Authority

5.2 Termination by Contractor

- A. Contractor may, with minimum 60 days written notice to Authority, terminate this Contract in whole or in part. Upon termination, Contractor shall immediately discontinue all affected services and deliver to Authority all records relating to services provided before termination.**
- B. If the entire contract is terminated by Contractor, Contractor shall forfeit any and all performance guaranties remaining on deposit with the Authority.**
- C. Authority may award remaining term of contracted work to another FSP contractor already under contract with Authority under the same terms of this contract, or may solicit new low bids for a new, replacement contract,**

whichever is determined to best meet the immediate and long-term needs of the Authority and the local commuting public.

- D. Termination by contractor, including special circumstances, may be a consideration in future determinations of qualifications to perform FSP contracts.

2.0 AMENDMENTS TO THE SCOPE OF WORK

The Scope of Services for Contract 11-FSP-01 is hereby amended as follows:

3.0 VEHICLES

~~3.3 Tow Trucks. Requirements and specifications for tow trucks are as follows:~~

- ~~A. Flat-bed carriers only~~
- ~~B. Body painted white in color~~
- ~~C. Model year 2008 or newer (meeting 2007 emissions standards or later)~~
- ~~D. Not previously registered prior to the award of contract~~
- ~~E. Less than 3,500 miles on the odometer at the start of contract service~~
- ~~F. Minimum Gross Vehicle Weight Rating (GVWR) of 21,000 lbs.~~
- ~~G. Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings~~
- ~~H. Rear axle minimum weight rating of 15,000 lbs.~~
- ~~I. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place~~
- ~~J. Carrier bed shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction.~~
- ~~K. Equipped at a minimum with the materials identified below:~~
 - ~~▪ Winch rated at minimum of 8,000 lbs. on first layer of cable~~
 - ~~▪ Winch cable—50 feet, 3/8" diameter, 6x9 cable or OEM specification with a working limit of 3,500 lbs.~~
 - ~~▪ Bed and winch controls on both sides of the vehicle~~
 - ~~▪ Minimum eight (8) tie-down locations, one near each corner of bed and two distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block.~~
 - ~~▪ Wheel lift with a minimum rating of 2,500 lbs.~~
 - ~~▪ Set of four (4) axle straps~~
 - ~~▪ Set of four (4) tie-down chains~~
 - ~~▪ Motorcycle tie-down straps~~

- ~~• One (1) 20 foot recovery type chain with hooks on both ends~~
- ~~• One (1) four ton snatch block with hook.~~
- ~~• Vertical push bumper, 22 inch minimum length~~
- ~~• Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification~~
- ~~• Two (2) 4" x 6" x 12" wood blocks~~
- ~~• Two (2) 4" x 4" wooden cross beams, 48" and 60" in length~~

~~Any equipment not placed in a storage compartment shall be secured to the truck.~~

3.3 Color. Body of trucks used for FSP shall be white in color.

3.64 Vehicle Markings and Logos. Markings and logos on all FSP vehicles must conform to the requirements below. It is Contractor's responsibility to ensure that all FSP markings/logos are displayed properly during FSP service hours. Said markings must either be removed or covered immediately upon the completion of each FSP shift. The method of attachment or cover of FSP required markings/logos must be approved by CHP.

- ~~F. STA will supply Contractor with the appropriate number of FSP logos and vehicle roof markings for his/her vehicles. If a marking/logo is lost, damaged, or excessively worn, Contractor shall be responsible for the cost of the replacement markings/logos. Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation. All FSP markings/logos shall be **either** returned to the STA **Authority or removed and destroyed** at the expiration or termination of the contract.~~
- G. The cost of any STA or Caltrans or CHP-supplied item or equipment damaged or not returned shall be deducted from Contractor's final payment.

3.5 Tow Trucks. Requirements and specifications for tow trucks are as follows:

- A. Flatbed carriers only or a combination of flatbed carriers and conventional wreckers where wreckers may comprise up to 50 percent of the total number of tow vehicles specified in Section 8.1 of the Scope of Services of this contract plus any additional vehicles specified in written Change Orders per Section 3.0(I).**
- B. Tow trucks at the start of this contract shall be model year 2008 or newer and meet 2007 emissions standards or later, have no more than 3,500 miles on the odometer, and not previously registered prior to the award of contract.**
- C. Tow trucks original to the start of this contract may only be replaced prior to the third anniversary of this contract due to the significant or total loss of the vehicle. After the third anniversary of this contract, tow trucks may be replaced at the contractor's discretion. Replacement tow trucks shall be model year 2008 or newer and meet 2007 emissions standards or later, pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition.**

- D. Additional tow trucks entering service to provide extended or special FSP coverage per Section 3.0(l) for an anticipated total period of 12 months or less shall pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition. Trucks added for extended or special FSP coverage for an anticipated total period lasting between 12 and 36 months shall be model year 2008 or newer and meet 2007 emissions standards or later, have no more than 250,000 miles on the odometer at the time it enters FSP service, pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition. Trucks added for extended or special FSP coverage for an anticipated total period lasting longer than 36 months shall meet the same criteria as for new trucks at the start of the contract.
- E. Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings.
- F. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place.
- G. Carrier beds, where used on flatbed tow trucks at the start of contract, shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction.
- H. Flatbed carrier specifications and required equipment:
- Minimum Gross Vehicle Weight Rating (GVWR) of 19,500 lbs.
 - Rear axle minimum weight rating of 13,500 lbs.
 - Carrier beds shall be a minimum of 21 feet in length and of steel or aluminum construction
 - Winch rated at minimum of 8,000 lbs. on first layer of cable
 - Winch cable – 50 feet, 3/8" diameter, 6x9 cable or OEM specifications with a working limit of 3,500 lbs.
 - Bed and winch controls on both sides of the vehicle
 - Minimum eight (8) tie-down locations, one near each corner of bed and two distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block
 - Wheel lift with a minimum rating of 2,500 lbs.
 - Set of four (4) axle straps
 - Set of four (4) tie-down chains
 - Motorcycle tie-down straps
 - One (1) 20 foot recovery-type chain with hooks on both ends
 - One (1) four ton snatch block with hook.
 - ~~Vertical push bumper, 22-inch minimum length~~

- **Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification**
- **Two (2) 4" x 6" x 12" wood blocks**
- **Two (2) 4" x 4" wooden cross beams, 48" and 60" in length**

Any equipment not placed in a storage compartment shall be secured to the truck.

I. Conventional wrecker specifications and required equipment:

- **Minimum Gross Vehicle Weight Rating (GVWR) of 14,500 lbs., dual-wheel chassis**
- **Four (4) ton recovery equipment rating**
- **Wheel lift towing equipment with minimum lift rating of 3,000 lbs.**
- **Boom with minimum static rating of 8,000 lbs.**
- **Winch rated at minimum of 8,000 lbs. on first layer of cable**
- **Winch cable – 100 feet, 3/8" diameter, 6x9 cable or OEM specifications with a working limit of 3,500 lbs.**
- **Towing slings rated at 3,000 lbs. minimum**
- **Tow chains – 3/8' alloy or OEM specifications with J.T. hook assembly**
- **Portable tow dolly for removing otherwise untowable vehicles**
- **Safety chain D-ring or eyelet mounted on rear of truck**
- **Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification**
- **Two (2) 4" x 6" x 12" wood blocks**
- **Two (2) 4" x 4" wooden cross beams, 48" and 60" in length**
- **Proper safety straps for all tow equipment**

Any equipment not placed in a storage compartment shall be secured to the truck.

3.46 Service Trucks. Specifications for service trucks are as follows:

- A. Pickup-style truck with standard, extended or crew cab
- B. ~~Painted white in color~~
- C. ~~Half-ton, three-quarter ton, or one-ton~~
- C. Service trucks at the start of this contract shall be model year 2008 or newer, and have no more than 25,000 miles on the odometer.**
- D. ~~Model year 2008 or newer~~

~~E. Less than 25,000 miles on the odometer at the start of contract service~~
Service trucks original to the start of this contract may only be replaced prior to the third anniversary of this contract due to the significant or total loss of the vehicle. After the third anniversary of this contract, tow trucks may be replaced at the contractor's discretion. Replacement tow trucks shall be model year 2008 or newer and meet 2007 emissions standards or later, and be approved by CHP for acceptable appearance and condition.

3.57 Equipment Requirements for All Trucks.

3.78 Back-Up Trucks.

A. A back-up truck may be used for when a regular truck is unavailable. Back-up trucks must meet all of the specification and equipment requirements set forth above for regular FSP tow trucks and service trucks and may be substituted for a regular truck without limit. Back-up trucks **are** for temporary use—meaning 60 days or less—**and** must meet the normal specification and equipment requirements except that the age and mileage requirements are waived in lieu of CHP approval of each individual truck on a case-by-case basis on the determination that the temporary back-up truck will be able to maintain high standards of appearance and performance for the FSP program.

3.0 OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT

Except as specifically amended herein, all other terms and conditions of Contract Agreement No. 11-FSP-01 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date indicated below.

SIERRA HART, INC.

SACRAMENTO TRANSPORTATION AUTHORITY

Rick Hart, President

Brian A. Williams, Executive Director

Date

Date

Tax I.D. Number: 68-0343954

Contract Agreement No. 09-FSP-01 Amendment # 2

This Amendment Number Two to Contract No. 09-FSP-01 is made and entered into this _____ day of April 2014 by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority") and Mike's Towing Service, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Authority, a California local transportation authority, exists under the authority of Section §1800000 et seq. of the California Public Utilities Code;

WHEREAS, Authority and Contractor are currently parties to Contract Agreement No. 09-FSP-01, dated November 12, 2009 and subsequently amended July 1, 2013, for Freeway Service Patrol (FSP) services;

WHEREAS, upcoming freeway construction projects on Interstate 80 and US Highway 50 will severely impact local traffic congestion and the California Department of Transportation desires enhanced FSP support; and

WHEREAS, amendments contained herein provide for the continued maximum effectiveness of the SacMetro Freeway Service Patrol program to reduce congestion during freeway construction work;

NOW THEREFORE, in consideration of the conditions herein contained, Authority and Contractor do hereby agree as follows:

AGREEMENT

1.0 AMENDMENTS TO THE CONTRACT

Contract 09-FSP-01 is hereby amended as follows:

2.0 PERIOD OF PERFORMANCE

The period of performance shall be from February 1, 2010 through ~~January~~ **March** 31, 2016.

5.0 TERMINATION

5.1 Termination by Authority

5.2 Termination by Contractor

- A. Contractor may, with minimum 60 days written notice to Authority, terminate this Contract in whole or in part. Upon termination, Contractor shall immediately discontinue all affected services and deliver to Authority all records relating to services provided before termination.**
- B. If the entire contract is terminated by Contractor, Contractor shall forfeit any and all performance guaranties remaining on deposit with the Authority.**

- C. Authority may award remaining term of contracted work to another FSP contractor already under contract with Authority under the same terms of this contract, or may solicit new low bids for a new, replacement contract, whichever is determined to best meet the immediate and long-term needs of the Authority and the local commuting public.
- D. Termination by contractor, including special circumstances, may be a consideration in future determinations of qualifications to perform FSP contracts.

2.0 AMENDMENTS TO THE SCOPE OF WORK

The Scope of Services for Contract 09-FSP-01 is hereby amended as follows:

3.0 VEHICLES

~~3.3 Tow Trucks. Requirements and specifications for tow trucks are as follows:~~

- ~~A. Flat bed carriers only~~
- ~~B. Body painted white in color~~
- ~~C. Model year 2008 or newer (meeting 2007 emissions standards or later)~~
- ~~D. Not previously registered prior to the award of contract~~
- ~~E. Less than 3,500 miles on the odometer at the start of contract service~~
- ~~F. Minimum Gross Vehicle Weight Rating (GVWR) of 21,000 lbs.~~
- ~~G. Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings~~
- ~~H. Rear axle minimum weight rating of 15,000 lbs.~~
- ~~I. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place~~
- ~~J. Carrier bed shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction.~~
- ~~K. Equipped at a minimum with the materials identified below:~~
 - ~~▪ Winch rated at minimum of 8,000 lbs. on first layer of cable~~
 - ~~▪ Winch cable — 50 feet, 3/8" diameter, 6x9 cable or OEM specification with a working limit of 3,500 lbs.~~
 - ~~▪ Bed and winch controls on both sides of the vehicle~~
 - ~~▪ Minimum eight (8) tie-down locations, one near each corner of bed and two distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block.~~

- ~~• Wheel lift with a minimum rating of 2,500 lbs.~~
- ~~• Set of four (4) axle straps~~
- ~~• Set of four (4) tie-down chains~~
- ~~• Motorcycle tie-down straps~~
- ~~• One (1) 20 foot recovery type chain with hooks on both ends~~
- ~~• One (1) four ton snatch block with hook.~~
- ~~• Vertical push bumper, 22-inch minimum length~~
- ~~• Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification~~
- ~~• Two (2) 4" x 6" x 12" wood blocks~~
- ~~• Two (2) 4" x 4" wooden cross beams, 48" and 60" in length~~

Any equipment not placed in a storage compartment shall be secured to the truck.

3.3 Color. Body of trucks used for FSP shall be white in color.

3.64 Vehicle Markings and Logos. Markings and logos on all FSP vehicles must conform to the requirements below. It is Contractor's responsibility to ensure that all FSP markings/logos are displayed properly during FSP service hours. Said markings must either be removed or covered immediately upon the completion of each FSP shift. The method of attachment or cover of FSP required markings/logos must be approved by CHP.

- ~~F. STA will supply Contractor with the appropriate number of FSP logos and vehicle roof markings for his/her vehicles. If a marking/logo is lost, damaged, or excessively worn, Contractor shall be responsible for the cost of the replacement markings/logos. Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation. All FSP markings/logos shall be **either** returned to the STA **Authority or removed and destroyed** at the expiration or termination of the contract.~~
- G. The cost of any STA or Caltrans or CHP-supplied item or equipment damaged or not returned shall be deducted from Contractor's final payment.

3.5 Tow Trucks. Requirements and specifications for tow trucks are as follows:

- A. **Flatbed carriers only or a combination of flatbed carriers and conventional wreckers where wreckers may comprise up to 50 percent of the total number of tow vehicles specified in Section 8.1 of the Scope of Services of this contract plus any additional vehicles specified in written Change Orders per Section 3.0(l).**
- B. **Tow trucks at the start of this contract shall be model year 2008 or newer and meet 2007 emissions standards or later, have no more than 3,500 miles on the odometer, and not previously registered prior to the award of contract.**
- C. **Tow trucks original to the start of this contract may only be replaced prior to the third anniversary of this contract due to the significant or total loss of the vehicle. After the third anniversary of this contract, tow trucks may be replaced at the contractor's discretion. Replacement tow trucks shall**

be model year 2008 or newer and meet 2007 emissions standards or later, pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition.

- D. **Additional tow trucks entering service to provide extended or special FSP coverage per Section 3.0(l) for an anticipated total period of 12 months or less shall pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition. Trucks added for extended or special FSP coverage for an anticipated total period lasting between 12 and 36 months shall be model year 2008 or newer and meet 2007 emissions standards or later, have no more than 250,000 miles on the odometer at the time it enters FSP service, pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition. Trucks added for extended or special FSP coverage for an anticipated total period lasting longer than 36 months shall meet the same criteria as for new trucks at the start of the contract.**
- E. **Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings.**
- F. **Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place.**
- G. **Carrier beds, where used on flatbed tow trucks at the start of contract, shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction.**
- H. **Flatbed carrier specifications and required equipment:**
 - **Minimum Gross Vehicle Weight Rating (GVWR) of 19,500 lbs.**
 - **Rear axle minimum weight rating of 13,500 lbs.**
 - **Carrier beds shall be a minimum of 21 feet in length and of steel or aluminum construction**
 - **Winch rated at minimum of 8,000 lbs. on first layer of cable**
 - **Winch cable – 50 feet, 3/8" diameter, 6x9 cable or OEM specifications with a working limit of 3,500 lbs.**
 - **Bed and winch controls on both sides of the vehicle**
 - **Minimum eight (8) tie-down locations, one near each corner of bed and two distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block**
 - **Wheel lift with a minimum rating of 2,500 lbs.**
 - **Set of four (4) axle straps**
 - **Set of four (4) tie-down chains**
 - **Motorcycle tie-down straps**

- One (1) 20 foot recovery-type chain with hooks on both ends
- One (1) four ton snatch block with hook.
- ~~Vertical push bumper, 22-inch minimum length~~
- Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification
- Two (2) 4" x 6" x 12" wood blocks
- Two (2) 4" x 4" wooden cross beams, 48" and 60" in length

Any equipment not placed in a storage compartment shall be secured to the truck.

I. Conventional wrecker specifications and required equipment:

- Minimum Gross Vehicle Weight Rating (GVWR) of 14,500 lbs., dual-wheel chassis
- Four (4) ton recovery equipment rating
- Wheel lift towing equipment with minimum lift rating of 3,000 lbs.
- Boom with minimum static rating of 8,000 lbs.
- Winch rated at minimum of 8,000 lbs. on first layer of cable
- Winch cable – 100 feet, 3/8" diameter, 6x9 cable or OEM specifications with a working limit of 3,500 lbs.
- Towing slings rated at 3,000 lbs. minimum
- Tow chains – 3/8' alloy or OEM specifications with J.T. hook assembly
- Portable tow dolly for removing otherwise untowable vehicles
- Safety chain D-ring or eyelet mounted on rear of truck
- Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification
- Two (2) 4" x 6" x 12" wood blocks
- Two (2) 4" x 4" wooden cross beams, 48" and 60" in length
- Proper safety straps for all tow equipment

Any equipment not placed in a storage compartment shall be secured to the truck.

3.46 Service Trucks. Specifications for service trucks are as follows:

- A. Pickup-style truck with standard, extended or crew cab
- B. ~~Painted white in color~~
- C. ~~Half-ton, three-quarter ton, or one-ton~~
- C. Service trucks at the start of this contract shall be model year 2008 or newer, and have no more than 25,000 miles on the odometer.

D. ~~Model year 2008 or newer~~

E. ~~Less than 25,000 miles on the odometer at the start of contract service~~

Service trucks original to the start of this contract may only be replaced prior to the third anniversary of this contract due to the significant or total loss of the vehicle. After the third anniversary of this contract, tow trucks may be replaced at the contractor's discretion. Replacement tow trucks shall be model year 2008 or newer and meet 2007 emissions standards or later, and be approved by CHP for acceptable appearance and condition.

3.57 Equipment Requirements for All Trucks.

3.78 Back-Up Trucks.

A. A back-up truck may be used for when a regular truck is unavailable. Back-up trucks must meet all of the specification and equipment requirements set forth above for regular FSP tow trucks and service trucks and may be substituted for a regular truck without limit. Back-up trucks **are** for temporary use—meaning 60 days or less—**and** must meet the normal specification and equipment requirements except that the age and mileage requirements are waived in lieu of CHP approval of each individual truck on a case-by-case basis on the determination that the temporary back-up truck will be able to maintain high standards of appearance and performance for the FSP program.

3.0 OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT

Except as specifically amended herein, all other terms and conditions of Contract Agreement No. 09-FSP-01 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date indicated below.

MIKE'S TOWING SERVICE, INC.

SACRAMENTO TRANSPORTATION AUTHORITY

Andrea Olivarez, Secretary/Treasurer

Brian A. Williams, Executive Director

Date

Date