



## **A G E N D A**

### **Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority**

700 H Street, Suite 1450 • Sacramento, California • 95814

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#### Telephone Conference

The Alexander Hotel • 333 Delaware Street • Indianapolis, Indiana • 46204

(916) 876-4100 (Conference ID No. 5022361)

**THURSDAY**

**SEPTEMBER 12, 2019**

**1:30 PM — 3:00 PM (PDT)**

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**Members:** Larry Carr, Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Rich Lozano, Steve Miller, Don Nottoli, Susan Peters (Chair), Jay Schenirer, Phil Serna, Darren Suen (Vice-Chair)

**Alternates:** Nick Avdis, Steven Detrick, Mike Kozlowski, Porsche Middleton, Paul Sandhu, Donald Terry

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This meeting of the Sacramento Transportation Authority is cablecast live on Metro Cable 14, the local government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems. The meeting is closed-captioned and webcast at [www.sacmetro.cable.tv](http://www.sacmetro.cable.tv). Today's meeting will replay this Saturday at 2:00 p.m. and Sunday at 9:00 a.m. on Channel 14. Please check your local listings for more information.

Members of the audience wishing to address the Board may sign up electronically at the kiosk located in the back of the room. Please speak into the microphone when addressing the Board and state your name for the record.

Members of the public at today's remote location may also participate via the phone link from (317) 624-8200. When called upon, please speak into the phone and state your name for the record.

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

#### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

#### COMMENT ITEMS

1. Comments from the public regarding matters not on the agenda
2. Executive Director's Report

*Norman Hom*

*Continued on back side →*

# AGENDA

## Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority

September 12, 2019

Page 2

### CONSENT ITEMS

3. Action Summary: August 8, 2019 STA Governing Board Meeting ◀ *Norman Hom*
4. Sacramento Abandoned Vehicle Abatement Program  
FY 2018/19 4<sup>th</sup> Quarter Status Report *Jennifer Doll*
5. SacMetro Freeway Service Patrol Request for Bids, Zones 1, 2 and 7 ◀ *Jennifer Doll*
6. FSP Field Supervision Contract (California Highway Patrol) ◀ *Jennifer Doll*
7. Measure A Fiscal Year 2018/19 Budget-to-Actual Report *Timothy Jones*
8. Measure A FY 2018/19 4<sup>th</sup> Quarter Capital Projects Status Reports *Timothy Jones*
9. Measure A Annual Ongoing Programs Report *Timothy Jones*

### SEPARATE ITEMS

10. Measure A Transportation Expenditure Plan Development *David Townsend & Team, TCT*
11. Comments of Authority Members *All*

### CLOSED SESSION

12. California Government Code 54957(b)(1) ◀ *Susan Peters*  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Executive Director

◀ *Denotes items that require Board action*

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Staff reports and associated materials are available online at [www.sacta.org](http://www.sacta.org). For assistance with agenda packets, please contact our office at (916) 323-0080 or [info@sacta.org](mailto:info@sacta.org). For questions regarding the agenda or any of the agenda items, please contact Norman Hom at (916) 323-0080 or [norm@sacta.org](mailto:norm@sacta.org).



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 2**

**EXECUTIVE DIRECTOR'S REPORT**

Action Requested: Receive and File

Prepared By: Norman Hom, Executive Director

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**Measure A**

**Measure A Total FY 2018/19 Revenues.** Total Measure A Sales Tax revenue received in FY 2018/19 were \$131.757 million, including an undetermined amount that was collected in the last quarter of FY 2017/18 but remitted to us in FY 2018/19. There is not enough information available from the California Department of Fee and Tax Administration for us to determine how close we came to our \$129.373 million projection.

**Cosumnes River Permanent Open Space Preserve Fund.** Following the STA Governing Board's August 8 action to establish the Cosumnes River Permanent Open Space Preserve Fund, the Capital SouthEast Connector Authority voted unanimously to use the Measure A funds to purchase mitigation credits through the South Sacramento Habitat Conservation Plan (SSHCP), satisfying a portion of the Connector Expressway's overall mitigation requirements and bringing the Connector Expressway one step closer to construction.

**FAA Rulemaking.** In 2014, the Federal Aviation Administration (FAA) made a policy change that reinterpreted the application of non-excise taxes on aviation fuel. If upheld, general taxes collected on aviation fuel—including Measure A half-percent sales taxes—would have to be dedicated “for airport purposes” instead of the voter-approved local transportation projects and programs contained in the Expenditure Plan. Since the California Department of Tax and Fee Administration does not presently have sufficient data to determine aviation fuel sales by taxing entity, we do not know the exact impact of the policy change but staff estimates it would shift approximately \$1.5 million per year away from Measure A projects and programs. U.S. Representative Grace Napolitano's HR 2939, The State and Local General Sales Tax Protection Act, which would overturn the 2014 FAA policy change is still in the first stage of the legislative process and is waiting for consideration by committee.

**Measure A Project Updates.** Caltrans' Interstate 5 High-Occupancy Vehicle (HOV) Lanes Project is underway as evidenced by the lane diversions, new signs, and growing amount of heavy equipment. Construction is expected to be completed by December 2022.

Caltrans' U.S. Highway 50 HOV Lanes Project is also moving ahead and is now in the contract acquisition process. The design-build contractor is expected to be onboard by April 2020.

Construction is expected to get underway in late 2020. Sound walls along the southern boundary from Stockton Boulevard to 65th Street will be constructed as part of the first steps of the project.

### **Independent Taxpayer Oversight Committee**

The Measure A Independent Taxpayer Oversight Committee (ITOC) is currently overseeing the Measure A performance audit. The ITOC next meets September 19. The public is encouraged to attend.

### **Senate Bill (SB) 1**

California Senator Jim Beall's Senate Bill (SB) 277—which would distribute 100 percent of Local Partnership Program (LPP) funds by formula—was sent out of the Assembly Appropriations Committee August 30 with direction to continue dialogue with the California Transportation Commission (CTC) which prefers splitting the \$200 million/year program 50/50, with only half distributed formulaically and the other half through statewide competition as was done in the first cycle. Tomorrow (September 13) is the last day for the state legislature to pass bills this session; I will report back at the October Board meeting what, if anything, happened regarding SB 277.

### **SacMetro Freeway Service Patrol (FSP)**

The FY 2019/20 FSP Fund Transfer Agreement (FTA) was received from Caltrans August 13. SacMetro FSP will receive \$1,169,398, which is slightly less than prior years due to San Luis Obispo recently starting a Freeway Service Patrol program. The timely delivery of the FTA allows us to proceed with new three new contracts for regular FSP service on Highway 99 and Interstate 80 (see Item 5).

### **Items Tentatively Planned for Upcoming STA Governing Board Meetings**

#### October 10, 2019

- Measure A Performance Audit Report
- Measure A Decennial Report
- Series 2014A Bonds Mode Change
- Transportation Expenditure Plan Development Process (continued)

#### November 14, 2019

- Transportation Expenditure Plan Discussion Draft(s)
- SB 1 Local Partnership Program Formulaic Program, Cycle 3 Project Applications

#### December 12, 2019

- FY 2018/19 Financial Audit and Comprehensive Annual Financial Report (CAFR)
- Transportation Expenditure Plan Adoption
- SB 1 Local Partnership Program Competitive Program, Cycle 2 Project Presentations



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 3**

**ACTION SUMMARY: AUGUST 8 STA GOVERNING BOARD MEETING**

Action Requested: Approve

Key Staff: Norman Hom, Executive Director

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**Recommendation**

Approve the attached Action Summary of the August 8, 2019 meeting of the STA Governing Board.

*Attachment*



ACTION SUMMARY  
**SACRAMENTO TRANSPORTATION AUTHORITY**  
**SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY**  
**700 "H" STREET - SUITE 1450**  
**SACRAMENTO, CALIFORNIA 95814**

THURSDAY August 08, 2019 1:30 PM

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**MEMBERS:** LARRY CARR, SUE FROST, GARRETT GATEWOOD, ERIC GUERRA, STEVE HANSEN, JEFF HARRIS, KERRI HOWELL, PATRICK HUME, PATRICK KENNEDY, RICH LOZANO, STEVE MILLER, DON NOTTOLI, JAY SCHENIRER, PHIL SERNA, DARREN SUEN, SUSAN PETERS (Chair)  
(Members Eric Guerra and Rich Lozano were not present)

**Alternates:** Nick Avdis, Steven Detrick, Mike Kozlowski, Porsche Middleton, Paul Sandhu, Donald Terry

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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.

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PLEDGE OF ALLEGIANCE

## COMMENT ITEMS

### 1. Comments From The Public Regarding Matters Not On The Posted Agenda

1:35 PM Board Action: No comments were made.

### 2. Executive Director's Report

1:36 PM Board Action: Executive Director Hom provided updates regarding Paratransit, Federal Administration Rule Making Project, Measure A, Independent Taxpayer Oversight-Committee (ITOC), Senate Bill (SB 1), SacMetro Freeway Service Patrol (FSP) and the Sacramento Vehicle Abatement Program.

## CONSENT ITEMS

1:18 PM Board Action: Kerri Howell/ Patrick Kennedy - Approved the Consent Matters, Items 3 through 13, as recommended.

AYES: Larry Carr, Sue Frost, Garrett Gatewood, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Steve Miller, Jay Schenirer, Phil Serna, Darren Suen, Susan Peters

NOES: (None)

ABSTAIN: (None)

ABSENT: Eric Guerra, Steve Hansen, Rich Lozano, Don Nottoli,

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

### 3. Action Summary: May 9, 2019 STA Governing Board Meeting

1:39 PM Board Action: Approved the May 9, 2019 Action Summary.

### 4. Sacramento Abandoned Vehicle Abatement Program, FY 2018/19 3rd Quarter Status Report

1:39 PM Board Action: Update was provided. No Board action.

### 5. SacMetro Freeway Service Patrol FY 2018/19 4thQuarter Status Report

1:39 PM Board Action: Update was provided. No Board action.

### 6. FSP Field Supervision Contract Amendment (California Highway Patrol)

1:39 PM Board Action: Approved as recommended.

### 7. SacMetro Freeway Service Patrol Construction FSP Authorization

1:39 PM Board Action: Approved as recommended.

8. STA Investment Policy

1:39 PM Board Action: Adopted the updated Investment Policy.

9. STA FY 2018/19 3rd Quarter Budget-to Actual Report

1:39 PM Board Action: Received and Filed. No Board action.

10. STA FY 2019/20 Pay Rate Schedule

1:09 PM Board Action: Approved the pay rate schedule for STA for FY 2019/20.

11. Cosunnes River Permanent Open Space Preserve Guidelines

1:39 PM Board Action: Approved as recommended.

12. Allocation and Expenditure Contract with Capital SouthEast Connector Authority for Environmental Mitigation Funding Of The Cosumnes River Permanent Open Space Preserve

1:39 PM Board Action: Approved as recommended.

13. Measure A Five-Year Expenditure Plans

- \*Sacramento Metropolitan Air Quality Management District
- \*Paratransit, Inc
- \*Sacramento Regional Transit District

1:39 PM Board Action: Approved as recommended.

SEPARATE ITEMS

14. Unmet Transportation Needs Presentations

- \* Sacramento Metropolitan Air Quality Management District
- \*Paratransit, Inc.
- \*Sacramento Regional Transit District
- \*Sacramento Regional Rail Working Group

1:43 PM Board Action: Presentations were made. No Board action.

15. Comments Of Authority Members

1:42 PM Board Action: Director Peters offered condolences to the family of an off duty FSP worker, Julian Solis, who was killed in a pedestrian accident.

CLOSED SESSION

16. California Government Code 54957(b)(1):  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Executive Director

2:48 PM Board Action: A committee was formed to start the process to select a new Executive Director.

Adjourned at 3:05

Respectfully Submitted,

Renaë McClain-White, Deputy Clerk



SEPTEMBER 12, 2019

AGENDA ITEM # 4

SACRAMENTO ABANDONED VEHICLE ABATEMENT PROGRAM
FY 2019 4TH QUARTER STATUS REPORT

Action Requested: Receive and File

Key Staff: Jennifer Doll, Special Programs Manager

Background Information

A \$1 vehicle registration fee is collected in Sacramento County to fund the Abandoned Vehicle Abatement Program. The Sacramento Abandoned Vehicle Service Authority (SAVSA) funds the program by distributing approximately \$1.1 million collected per year to the County and participating cities based on a formula of population and relative number of abatements performed.

Discussion

Fourth quarter receipts from the State Controller were \$346,597.79. Member agencies reported a total of 5,124 abandoned vehicle abatements. Of the quarterly receipts, \$5,536.66 went to program administration and the remainder distributed to the member agencies. The formula-based quarterly distributions for each member agency are detailed in the following table.

Table with 8 columns: DISTRIBUTION, 2018 Population, 50% alloc. based on population, Eligible Reported Abatements, 50% alloc. based on abatements, Total Quarterly Distribution. Rows include Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, Sacramento, Sacramento County, and Totals.



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 5**

**SACMETRO FREEWAY SERVICE PATROL REQUEST FOR BIDS FOR ZONES 1, 2, AND 7**

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

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**Recommendation**

1. Authorize the release of the Request for Bids to the existing pool of qualified bidders for FSP Zones 1, 2 and 7;
2. Authorize the Executive Director to execute a contract with Low Bidder for each zone; and
3. Authorize the release of a supplemental Request for Qualifications for FSP motorist assistance and tow services.

**Background**

The contract for SacMetro Freeway Service Patrol (FSP) Zones 1 (State Highway 99) and 2 (Interstate 80) expires November 30, 2019 and the contract for Zone 7 (Interstate 80 between Yolo and Sacramento Counties) was terminated earlier this year.

Staff did not seek replacement contracts earlier due to significant uncertainties regarding state FSP funding. Now that we have received the FY 2019/20 Fund Transfer Agreement (FTA) from Caltrans and assurances that future FTAs will be issued in a timely matter, we are ready to proceed once again.

**Discussion**

From the November 13, 2018 Request for Qualifications (RFQ), four tow providers were deemed qualified to bid on FSP contracts. However, only two of the four have expressed interest in the three available contracts. Additionally, with the availability of new Senate Bill (SB) 1 funds for new FSP service, we are taking steps to add another FSP zone in Yolo County that would cover Interstate 5 between the Sacramento/Yolo County Line in north Sacramento to State Route 113 in Woodland with one tow truck and one service truck.

Staff seeks the Board's authorization to issue a subsequent RFQ to establish a larger pool of qualified bidders to ensure the lowest qualified bid prices and the highest quality of bidders.

*Attachments*

# SACMETRO FREEWAY SERVICE PATROL PROGRAM



## REQUEST FOR BIDS: ZONES 1, 2 and 7 For Freeway Service Patrol Roadside Assistance and Tow Services

Issued By

**Sacramento Transportation Authority**  
801 12<sup>th</sup> Street, Fifth Floor  
Sacramento, California 95814

September 13, 2019

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## **I.0 BACKGROUND**

The Freeway Service Patrol (FSP) is a program designed to reduce congestion by rapidly removing disabled vehicles and vehicles involved in minor accidents from the freeway corridor. FSP truck operators do this by providing "quick fix" services such as changing flat tires, providing jump starts, providing a gallon of fuel, taping leaking or broken hoses, and performing other minor repairs as necessary. When an inoperative vehicle cannot be mobilized within a 10-minute timeframe, FSP will tow the vehicle to a designated drop location off the freeway. All FSP services are provided at no cost to the motorist.

The SacMetro FSP Program currently operates fifteen (15) trucks/beats in seven (7) zones covering the most-congested segments of major highways and freeways in Sacramento County and a portion of Yolo County. FSP contracts with private tow companies to provide the roadside assistance and towing services.

The SacMetro Freeway Service Patrol Program is a joint effort between the Sacramento Transportation Authority (STA), the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP). The STA administers the Program while Caltrans provides funding and CHP provides field supervision. The Capitol Valley Service Authority for Freeways and Expressways (SAFE) is also a partner in the Program by providing a significant portion of funding.

## **2.0 INTRODUCTION**

On November 19, 2018, the STA issued a Request for Qualifications (RFQ) to area tow providers and tow providers from outside the area that had previously requested to be included on the STA's FSP mailing list. The purpose of the RFQ was to establish a pool of tow companies interested in providing tow and motorist assistance services for FSP and that were reviewed and deemed at the time qualified to perform the work and bid on FSP contracts. The STA Governing Board authorized the STA Executive Director to establish the pool of qualified tow companies and issue a Request for Bids (RFB) on December 13, 2018.

The following four (4) tow companies submitted qualifications by the January 7, 2019, 3:00 p.m. submission deadline. No other RFQ submissions were received.

- All American Towing
- College Oak Towing
- Sierra Hart Auto Service, Inc.
- Stanislaus Towing Services

Between January 8 and January 22, submissions were reviewed by a committee comprised of staff members from the STA, the California Highway Patrol (CHP), and the Bay Area Metro Center. Additionally, site inspections and in-person interviews were conducted during the week of January 28.

On February 4, the review committee concluded that all four companies met the minimum requirements specified in the RFQ. On February 5, the STA Executive Director accepted the committee's recommendation and established the pool of qualified bidders which includes the four firms named above and listed in Appendix A. The firms in the pool of qualified bidders are hereby issued this Request for Bids and invited to submit their best bids.

Three contracts are available for bid:

**Contract 19-FSP-03.** This contract is for Zone 1 which is Highway 99 between Grant Line Rd. in Elk Grove and Exposition Blvd in Sacramento. Zone 1 contains three beats: 192 and 192, which are covered by flatbed trucks, and 191A which is covered by a pickup-style service truck.

**Contract 19-FSP-04.** This contract is for Zone 2 which is Interstate 80 between Exposition Blvd. and Riverside Ave. in Sacramento. Zone 2 contains three beats: 181 and 182, which are both covered by flatbed trucks, and 182A which is covered by a pickup-style service truck.

**Contract 19-FSP-07.** This contract is for Zone 7 which is Interstate 80 between Jefferson Blvd. in West Sacramento and Richards Blvd. in Davis. Zone 7 contains two beats: 10, which are is covered by a flatbed truck, and 10A which is covered by a pickup-style service truck.

From the Bids received, the STA will award the contract to the three Lowest Responsible Bidders in accordance with Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).

### 3.0 INSTRUCTIONS TO BIDDERS

- 3.1 Examination of RFB Documents. Bidder shall be solely responsible for examining, with appropriate care, the RFB documents, including any Addenda issued during the Bid period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of Bid or the performance of the work in the event Bidder is selected. Failure of a Bidder to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.
- 3.2 Interpretation of RFB Documents. Bidders may request of the STA in writing via email prior to 4:00 p.m. on September 18, 2019 clarification or interpretation of the RFB documents. All queries received by the STA prior to the deadline will be

answered with a reply copied to all Bidders. Where such interpretation or clarification requires a change in the RFB documents, the STA will issue an Addendum. Bidder shall acknowledge receipt of any and all Addenda in its Bid cover letter. The STA shall not be bound by, and Bidder shall not rely on, any oral interpretation or clarification of the RFB documents.

**3.3 Type of Contract to be Awarded.** The STA will enter into an all-inclusive hourly rate contract with a performance period of four (4) years. An optional one (1) year extension may be offered based upon satisfactory performance of the contract terms. A sample of the Contract Agreement to be utilized is attached as Appendix D.

**3.4 Confidentiality.** All Bids will be subject to public disclosure as required by the California Public Records Act

**3.5 Authority Rights.** The STA reserves the right to:

- Reject any or all of the Bids if it deems such action is in the public interest
- Reject any bid that is non-responsive
- Reject any bid from a bidder that is determined to be non-responsible or otherwise does not meet the standards and criteria of the November 13, 2018 Request for Qualifications (18-FSP-01)
- Renegotiate contract terms with the lowest bidder when such action is deemed to be in the public interest
- Issue subsequent Requests for Bids
- Cancel the entire Request for Bids
- Remedy technical errors in the Request for Bids process
- Award a contract to one or more bidders
- Waive informalities and irregularities in Bids and the Bid process

This RFB does not commit the STA to enter into a contract, nor does it obligate the STA to pay for any costs incurred in preparation and submission of Bids in anticipation of a contract.

**3.7 Protests.** A Bidder may object to a provision of this RFB on the grounds that STA procedures, the provisions of this RFB, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting to the STA a written explanation of the basis for the protest. Deadline for protest submittal is no later than 10 days prior to the date Bids are due.

**3.8 Valid Bid Term.** Bids shall be valid for one hundred eighty (180) days after the Bid due date of March 23, 2020.

#### **4.0 PREPARATION AND SUBMITTAL OF BIDS**

- 4.1 Use of Bid Forms.** The Bid must be prepared on the forms provided in Appendix B. Additional information, sheets or pages not specifically requested on the Bid forms shall not be considered and may render the Bid non-responsive and cause its rejection.
- 4.2 Signing of Bid/Authorization to Negotiate.** Each Bid shall be signed by the bidding firm's authorized representative as listed in Appendix A. The authorized representative is the person authorized to negotiate on the bidding firm's behalf with the STA in connection with this RFB.
- 4.3 Modifications and Alternative Bids.** Bidder shall submit a Bid in strict conformity with the requirements of the RFB documents. The Bid shall be complete in and of itself. Unauthorized conditions, limitations, or provisions attached to a Bid may render it non-responsive and cause its rejection. Oral, telegraphic, or telephonic bids or modifications will not be considered.
- 4.4 Submission of Bids.** Bids accepted at 11:00 a.m. on Wednesday, September 25, 2019 at:

Sacramento Transportation Authority  
801 12<sup>th</sup> Street, Fifth Floor  
Sacramento, California 95814

No early or late Bids will be accepted. Bids are limited to one Bid per contract per firm. Bids are to be sealed in an envelope and delivered in person by an authorized representative. Bids shall remain in the Bidder's possession until collected and opened by STA staff in the presence of all bidders.

#### **5.0 SELECTION PROCESS AND AWARD OF CONTRACT**

- 5.1 Basis of Award.** The STA will award the contracts to the Low Bidder in accordance with Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).
- 5.2 Determination of Low Bid.** Bids will be opened in the presence of all bidders at the Bid due date and time. The Low Bid for each of the two contracts shall be determined separately. The firm submitting the lowest responsive, responsible Bid—as defined in Sections 5.3-4—shall be deemed the Low Bidder, one for each contract. A single firm may be awarded both contracts as the Low Bidder up to the beat limits in Section 5.4. Where a single firm is Low Bidder on both contracts but only has the capacity to take on one of the contracts, that firm may have its choice between them, with the non-chosen contract awarded to the second lowest bidder. In the event of a tie, the award of contract shall be determined by a single coin toss conducted by the FSP Program Manager with the earliest-arriving bidder according

to the sign-in sheet calling heads or tails.

**5.3 Responsive Bids Defined.** Responsive bids are those that are prepared in strict accordance with this RFB and meet all the requirements contained herein.

**5.4 Responsible Bids Defined.** Responsible Bids meet all of the following criteria.

- Responsible Bids are viable and sustainable over the term of the contract meaning that the rate of compensation should be sufficient for the contractor to adequately meet its financial obligations for labor costs, equipment payments and other operating expenses. Each Bid shall include a one (1) page breakdown of the Hourly Bid proposal price attached to Form 3—Bid Proposal demonstrating the rate is viable and sustainable.
- Responsible Bids provide consistency and maximum service to the motoring public therefore STA implemented—beat/truck limits. The following beat limits ensure firms are able to meet the demands of the program.

Current Contractors:	15 beats maximum
Previous Contractors*:	10 beats maximum
New Firms:	5 beats maximum

\*SacMetro FSP contractor within 5 years

- Responsible bids also come from responsible bidders, meaning the bidder has a demonstrated ability to work effectively and cooperatively with STA, CHP and Caltrans, and is responsive in dealing with identified problems and issues related to contract management or performance. The minimum requirements for program participation contained in Request for Qualifications 18-FSP-01 must continue to be maintained, including the limitation on adverse actions contained in Section 3.0(g).

**5.5 Execution of Contract.** The three Low Bidders shall have fifteen (15) business days from written notification to accept and execute a contract. In the event a Low Bidder declines or fails to execute a contract within ten days, the contract may be offered to the next-lowest bidder(s) in the original order of finish.

## **6.0 CONTRACT DEFAULT/REPLACEMENT CONTRACTOR**

**6.1 Contractor Default Within First 12 Months.** In the event the contractor defaults or the contract is terminated within the first twelve (12) months of service and a replacement contractor is deemed necessary, the STA may offer a contract to the next-lowest Bidder(s) in the order of bid prices from lowest to highest. If the determination that a replacement contractor is needed occurs within the first 180 days during the term the original Bids are valid, the original Bid rates shall be incorporated into the new contract. If the determination occurs after 180 days, the STA may negotiate a mutually-acceptable contract rate with the next-lowest

bidder, provided that the negotiated total hourly rate does not exceed the total hourly rate of the next-lowest original bid. If an agreeable rate cannot be successfully negotiated, the STA may then negotiate with the next-lowest Bidder in the original order.

- 6.2 Contractor Default After 12 Months.** In the event the primary contractor defaults on the contract or the contract is terminated after the first twelve (12) months of service and a replacement contractor is deemed necessary, the STA may negotiate a contract with the next-lowest Bidder(s) or may issue a new Request for Bids to select a contractor.
- 6.3 Continuous Coverage.** If, at any time, there is an extended lapse, or an anticipated extended lapse, of FSP coverage due to a contractor default or contract termination, the STA may declare an emergency and negotiate and enter into a short-term (less than 1 year) contract with any tow provider of its choosing until a long-term replacement contractor can begin coverage as permitted by Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).

## **7.0 SELECTION PROTESTS**

A Bidder may object to the selection or non-selection of a particular firm for the award of contract on the grounds that STA procedures, the provisions of the RFB or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied in the selection process. Disputes may be filed by submitting to the Program Manager a written explanation of the basis for the protest no later than three (3) working days after the Low Bidder has been determined. Protests must clearly and specifically describe the basis for the protest in sufficient detail for the FSP Program Manager to recommend a resolution to the STA Executive Director. The STA Executive Director will respond to the protest in writing.

## **8.0 STA POINT OF CONTACT**

Inquiries relating to this RFB should be submitted to the FSP Program Manager at the contact information below:

Jennifer Doll, Program Manager  
SacMetro Freeway Service Patrol  
801 12<sup>th</sup> Street, Fifth Floor  
Sacramento, California 95814

(916) 323-0897  
[jennifer@sacta.org](mailto:jennifer@sacta.org)

## **APPENDIX A — QUALIFIED FIRMS**

The following firms responded to Request for Qualifications 18-FSP-01, dated November 19, 2018, and were preliminarily found to meet the requirements contained therein for providing contract services for the SacMetro Freeway Service Patrol Program. The Sacramento Transportation Authority Governing Board authorized the STA Executive Director to establish the pool of qualified tow companies (with a valid period of 24 months) and issue a Request for Bids (RFB) on December 13, 2018.

The Authorized Representative listed is the person identified in the Qualifications submitted by each firm as the person authorized to negotiate with the STA on the firm's behalf with regards to a contract resulting from this RFB.

Request for Bids 19-FSP-01 is exclusively directed to these four firms:

**All American Towing**

184 Teamtrack Road  
Auburn, CA 95603

*Authorized Representative:* Scott Sasser (Manager)

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**dba College Oak Towing  
George Little Investments, Inc.**

4125 Winters Street  
Sacramento, CA 95838

*Authorized Representative:* George W. Little (President)

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**Sierra Hart Auto Service, Inc.**

1050 Triangle Court  
West Sacramento, CA 95605

*Authorized Representative:* Aldo A. Tostado (President)

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**Stanislaus Towing Services**

1307 Angie Avenue  
Modesto, CA 95351

*Authorized Representative:* Ronald Hannink (President)

## **APPENDIX B — BID SUBMISSION FORMS**

Firms must use all of the following forms to complete and submit their Bids. The only form that will have an additional one (page) stapled to it is Form 3, do not staple any other forms. Additional information not specifically requested on the forms will not be considered. Each firm may submit one (1) Bid per contract. Firms do not have to bid on both contracts. No more than one bid per contract per firm.

」 **Form 1 — Bid Cover Letter**

」 **Form 2 — Vehicle List**

」 **Form 3 — Bid Proposal**

Bidders are responsible for carefully considering all aspects and requirements of the RFB in preparing the hourly price proposals in the Bid.

Bidders must ensure that all three (3) forms are completed in their entirety and are included in their submittal. Do not forget to fill in the contract and associated zone numbers on each form.

Bids must be sealed in an envelope and remain in the Bidder's possession until collected and opened in the presence of all bidders at the Bid due date and time.

**RFB #19-FSP-\_\_\_\_ (ZONE #\_\_\_\_) Bid Submission, Form 1 of 4 – Cover Letter**

To: JENNIFER DOLL  
SACRAMENTO TRANSPORTATION  
AUTHORITY 801 12<sup>TH</sup> STREET, FIFTH FLR.  
SACRAMENTO, CA 95814

In response to the Request for Bids (RFB) #19-FSP-\_\_\_\_ for the SacMetro Freeway Service Patrol, the undersigned hereby declares that he/she has carefully read and examined the RFB documents, including all requirements and specifications, and hereby proposes to perform and complete the Work as set forth in the Scope of Services and the sample Contract document.

The undersigned Contractor agrees to supply the services at the costs indicated in its Bid on Form 3, the Bid Proposal, if it is selected as the contractor within 180 days from the RFB bid due date of March 23, 2020.

Incorporated herein and made a part of this Bid is Form 2, the Vehicle List showing the specific vehicles that the Contractor proposes for use in the performance of the contract, and Form 3 with one (1) page attachment, the Bid Proposal.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents (leave blank if none):

Addenda No.: \_\_\_\_\_

If awarded a Contract, the undersigned agrees to execute formal Contract Documents which will be prepared by the STA for execution, within fifteen (15) business days following notice of selection.

The undersigned certifies that he/she is an Authorized Representative and has examined and is fully familiar with all of the provisions of the RFB Documents and is satisfied that they are accurate; that he/she has carefully checked all the words and figures and all statements made in the RFB; that he/she has satisfied himself/herself with respect to other matters pertaining to the Bid which in any way affect the work or the cost thereof. The undersigned hereby agrees that STA is not responsible for any errors or omissions in these RFB Documents.

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

<b>Print Name and Title:</b>	
<b>Firm Name and Address:</b>	

**RFB #19-FSP-\_\_\_\_ (Zone #\_\_\_\_) Bid Submission, Form 2 of 3 – Equipment List**

The undersigned Contractor agrees to provide the following for use in the performance of the contract if selected as the contractor. **Trucks must meet the minimum requirements listed in the Sample Contract and the Scope of Services or this Bid shall be rendered void. If the mileage and VIN are not available yet, you may leave those spaces blank.**

**Anticipated Trucks**

	Year	Make	Model	Current Mileage	Vehicle ID Number (VIN)	GVWR
<b>Flatbed Tow Truck</b>						
<b>Service Truck</b>						

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

<b>Print Name and Title:</b>	
<b>Firm Name and Address:</b>	

**RFB #19-FSP-\_\_\_\_ (Zone # \_\_\_\_ ) Bid Submission, Form 3 of 3 – Price Proposal**

The undersigned Contractor agrees to supply the services at the costs indicated below if it is selected as the Low Bidder within 180 days of March 23, 2020. The Total Per Hour Bid Price for all beats/trucks in all zones (shown in the light grey box) shall be the figure used in determining the Low Bidder. A one (1) page only breakdown of the Total Per Hour Bid Price must be attached to this form.

ZONE # \_\_\_\_\_

Beat # \_\_\_\_\_ (Tow Truck) Price Per Hour: \$ \_\_\_\_\_

Beat # \_\_\_\_\_ (Tow Truck) Price Per Hour: \$ \_\_\_\_\_ (if applicable)

Beat # \_\_\_\_\_ (Service Truck) Price Per Hour: \$ \_\_\_\_\_

Total Price Per Hour for Zone: \$ \_\_\_\_\_

**TOTAL PER HOUR  
BID PRICE:**

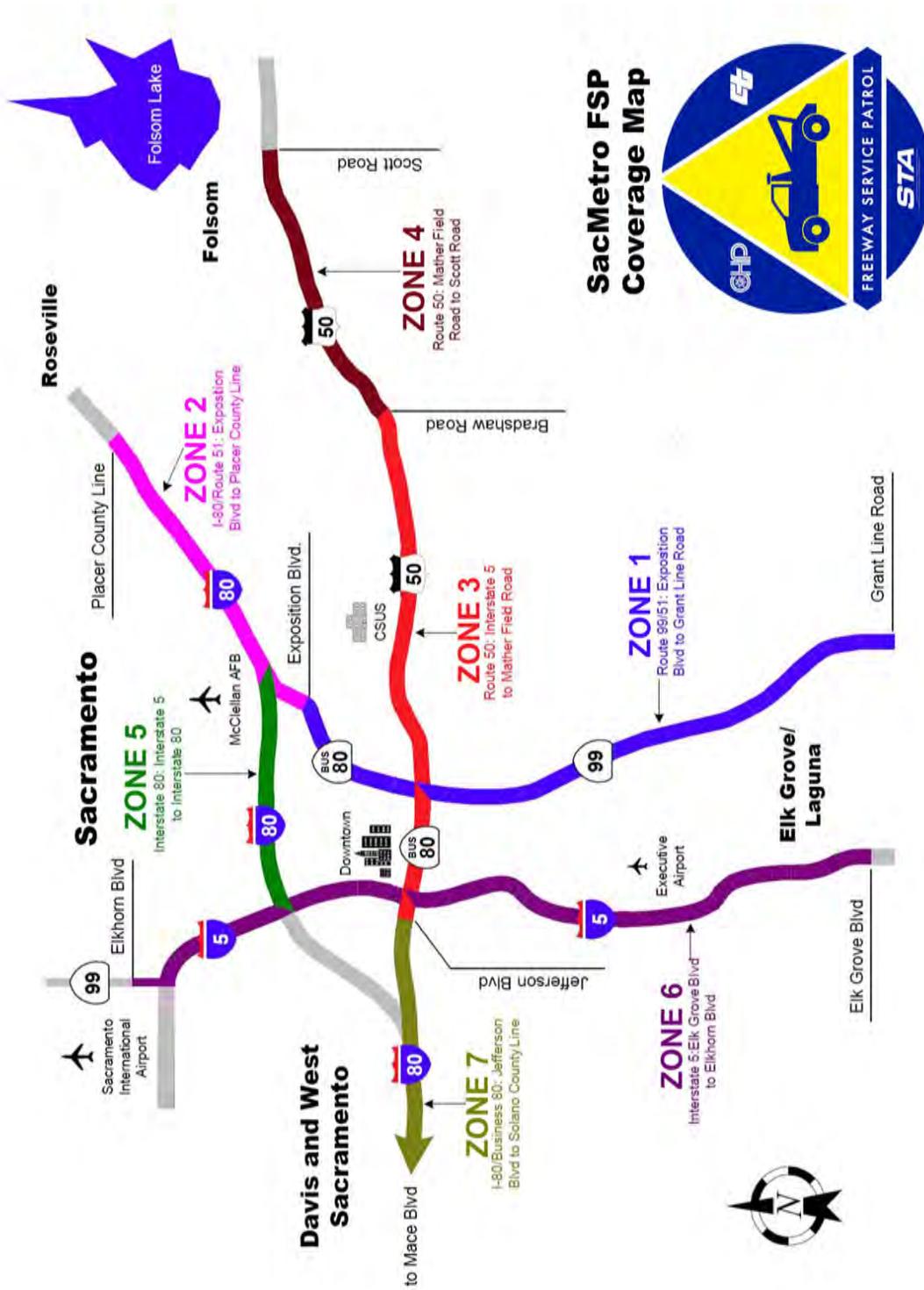
(Add the total price per hour of all the beats together.)

<b>\$</b>
-----------

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

<b>Print Name and Title:</b>	
<b>Firm Name and Address:</b>	

# APPENDIX C — SACMETRO FSP COVERAGE MAP



## **APPENDIX D — SAMPLE CONTRACT**

The awarded Contract will be substantially similar to the Sample Contract contained on the following pages. The Scope of Services comprises the second half of the Contract while the FSP Standard Operating Procedures (SOP) Manual (separately available by request) is a separate document that is incorporated into the Contract by reference.



This Agreement is made and entered into as of this ## day of MONTH YEAR by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter "Authority") and (hereinafter "Contractor").

**RECITALS**

WHEREAS, the Authority, a California local transportation authority, exists under the authority of Section 180000 et seq. of the California Public Utilities Code;

WHEREAS, the Authority requires the services of a Contractor to provide the Freeway Service Patrol (FSP) services described in the Scope of Services;

WHEREAS, the Authority has determined that Contractor is lowest responsible bidder to perform the required services;

WHEREAS, Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

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**1.0 SCOPE OF SERVICES AND STANDARD OPERATING PROCEDURES**

Contractor will perform Freeway Service Patrol (FSP) services as set forth in the Scope of Services of this Contract and the California Highway Patrol’s FSP Standard Operating Procedures Manual, dated January 2018 (or later).

**2.0 PERIOD OF PERFORMANCE**

The period of performance shall be from MONTH DAY, YEAR through MONTH DAY, YEAR. Authority and Contractor may execute a single, one (1) year extension of the Contract period based on satisfactory performance of the Contract services.

**3.0 PAYMENT**

- A. Subject to the provisions set forth below for services satisfactorily performed hereunder, Authority shall pay Contractor on an all-inclusive hourly rate basis.
- B. Authority shall not be obligated to pay costs that exceed the hourly rate as proposed herein.
- C. For its performance of services, Contractor shall be paid at the rate specified below.

FSP Services, per patrolling tow truck                      Hourly Rate: \$ #####

FSP Services, per patrolling service truck                      Hourly Rate: \$ #####

- D. Fuel Cost Adjustment. The normal range of the price of fuel for the purposes of this Contract is \$2.50 to \$3.50 per gallon of diesel. In the event the average retail price for diesel fuel in Northern California falls below \$2.50 per gallon or rises above \$3.50 per gallon, a fuel cost adjustment (FCA) shall be calculated into the hourly rate of compensation on a bi-monthly basis as follows:

In billing periods where the average price of diesel fuel is above \$3.50/gallon:

$$(A - \$3.50) * 3.75 = \text{FCA } \underline{\text{added}} \text{ to hourly rate specified above}$$

In months where the average price of diesel fuel is below \$2.50/gallon:

$$(\$2.50 - A) * 3.75 = \text{FCA } \underline{\text{subtracted}} \text{ from hourly rate specified above}$$

where A is the average monthly cash price for diesel fuel in Northern California, as reported weekly by the California Energy Commission and 3.75 is a factor approximating the average number of gallons of fuel consumed or used per hour of operation for one (1) truck.

- E. Overtime. Overtime hours of service, defined as service outside of the normal hours of this contracted specified in Section 9.1 of the Scope of Services shall be subject to prior approval by CHP and/or Caltrans. CHP shall document all extended hours requests in writing. Overtime shall be reimbursed at the hourly rate specified in Section 1.0(C) plus 62 percent of the minimum wage specified in Section 2.6 of the Scope of Services and paid in quarter-hour increments.
- F. Special Compensation Rate. Construction FSP, back-up coverage, and extended or special FSP as defined in Section 7.0 shall be paid at the overtime hourly rate specified in Section 3.0(E).
- G. The compensation set forth above will cover and include all applicable labor surcharges such as taxes, insurance, and fringe benefits, as well as equipment, supplies, tools, indirect costs, overhead, general and administrative expenses, and profit.
- H. Authority shall pay Contractor for the services satisfactorily performed hereunder an amount as calculated above and invoiced to the Authority not more often than bi-monthly. All invoices shall be submitted to Authority and be supported by documentation from CHP dispatch, completed timesheets or other proof as may be reasonably required by Authority. Payment of the approved portion of such invoice shall be made to Contractor by Authority within thirty (30) calendar days following receipt. Errors in billing will be resolved by CHP, Authority, Caltrans and/or Contractor within ten (10) working days of receipt of invoice.
- I. Records and Audit. Contractor shall permit authorized representatives of Authority and any other applicable government agency to inspect and audit all records of Contractor relating to its performance under this Contract from date of Contract through and until expiration of three (3) years after completion of Contract. For purposes of audit, the date of completion of the Contract shall be the date of Authority's payment for Contractor's final billing (so noted on the invoice) under this Contract, or a period of ninety (90) days from the date of Authority's Notice of Final Acceptance.

- J. Contractor shall not be compensated for any hours not worked, such as when the FSP driver is late coming on-shift or leaves the shift early, or when an FSP vehicle is removed from service and a suitable back-up vehicle is not deployed.
- K. Fines. Contractor shall be fined whenever a contracted FSP truck is not in service during scheduled work hours, removed from service or is otherwise unavailable for service and no suitable back-up truck is deployed. Fines for violations are listed in Section 8 of the Scope of Services and shall be subtracted from Contractor's payments.

#### **4.0 AUTHORITY REPRESENTATIVES**

Jennifer Doll shall be the Authority's designated representative for the Contract. Representative shall manage all technical aspects related to the performance of this Contract. Contractor shall make such oral or written reports to Authority's Representative as he may request in addition to those specifically required elsewhere by this Contract. Norman Hom shall be the alternate representative.

#### **5.0 TERMINATION**

##### **A. Termination by Authority**

1. Authority may, by thirty (30) days' advance written notice to Contractor, terminate this Contract in whole or in part at any time, either for Authority's convenience or because of the failure of Contractor to fulfill its Contract obligations. Upon receipt of such notice, Contractor shall immediately discontinue all services and deliver to Authority all records relating to services provided before termination.
2. If the termination is for the convenience of Authority, Authority shall pay Contractor the allowable costs incurred prior to effective date of termination.
3. If the termination is due to the failure of Contractor to fulfill its Contract obligations, Authority may award a contract to a back-up contractor. In such case, Contractor shall be liable to the Authority for any reasonable cost or damages occasioned to the Authority thereby. Termination under this provision will be considered an adverse action against Contractor that may be considered in future FSP contract procurements.
4. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Authority. In such event, adjustment shall be made as provided in Section A.2 of this Article.
5. The rights and remedies of the parties provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
6. Contractor, in executing this Contract, shall be deemed to have waived any and all claims for damages in the event of Authority's termination for convenience as provided in paragraph B of this Article.

B. Termination by Contractor

1. 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.
2. 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 replacement contract, whichever is determined to best meet the immediate and long-term needs of the Authority and the local commuting public.
3. Termination by contractor will be considered an adverse action that will disqualify contractor from all FSP contract procurements occurring in the sixty (60) months immediately following termination.

**6.0 INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (Form CG 001)
2. Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto)
3. Employer's Liability Insurance
4. On-Hook Insurance
5. Umbrella Insurance
6. Workers' Compensation insurance as required by the State of California, with a Waiver of Subrogation endorsement in favor of STA

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit.
2. Owned, Non-Owned, and Hired Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. On-Hook:

<u>Gross Weight #</u>	<u>Minimum Coverage Per Accident</u>
10,000 - 20,000	\$ 100,000
5. Umbrella Insurance: \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
6. Workers' Compensation insurance as required by the State of California, with a Waiver of Subrogation endorsement in favor of STA.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority and its subsidiaries, officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability are to contain, or be endorsed to contain, the following provisions:

1. Authority, CHP, Caltrans, State of California, and their officials, employees and volunteers are to be covered as insureds as respects:
  - a. Liability arising out of activities performed by or on behalf of the Contractor;
  - b. Products and completed operations of the Contractor;
  - c. Premises owned, occupied or used by the Contractor;
  - d. Automobiles owned, leased, hired, or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its subsidiaries, officers, officials, employees, or volunteers.

2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the Authority, its subsidiaries, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its subsidiaries, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its subsidiaries, officers, officials, employees, or volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority and its subsidiaries.

E. Acceptability of Insurers

All insurance, with the exception of workers' compensation coverage, is to be placed with insurers currently admitted in California, with a current A.M. Best's rating no less than A. Workers' compensation coverage is to be placed with insurers currently admitted in California.

F. Verification of Coverage

Contractor shall furnish Authority with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms approved by Authority. All endorsements are to be received and approved by Authority before work commences. Authority may at any time request written verification that insurance coverage is being maintained.

G. Liability and Indemnification

Contractor shall indemnify, hold harmless and defend Authority, CHP, Caltrans, State of California, Sacramento Area Council of Governments, Central Valley Service Authority for Freeway Emergencies, and their officers, officials, by law, from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Authority) arising out of or resulting from the acts or omissions to act of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone of whose acts any of them are liable in the performance of the Work, whether occurring during the course of the Contract or after its completion, unless caused solely by the negligence or willful misconduct of the parties to be indemnified.

This indemnity shall survive termination of the Contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which Authority may have under the law. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, Authority may in its sole discretion reserve, retain, or apply any monies due to Contractor under the Contract for the purpose of resolving such claims, provided, however, that Authority may release such funds if Contractor provides Authority with reasonable assurance of protection of Authority's interests. Authority shall in its sole discretion determine whether such assurances are reasonable.

Claims against the parties to be indemnified, by any employee of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not limit Contractor's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts or insurances.

## 7.0 REVISIONS IN SCOPE OF SERVICES

Authority may, from time to time, make changes in the Scope of Services of this Contract through a Change Order. A Change Order shall not modify the overall purpose of this Contract. Revisions in Scope of Services may include, but is not limited to, adding:

- A. Construction FSP. Construction FSP coverage is for the purposes of mitigating traffic congestion during highway construction projects within the Contractor's regular FSP beat boundaries or immediately adjacent areas where the traffic flow may be significantly affected by the highway construction, as ordered by the California Department of Transportation (Caltrans). Construction FSP is compensated at the overtime hourly rate specified in Section 3.0(E).
- B. Extended or Special Coverage. Extended coverage or special FSP coverage is for the purpose of mitigating potential or realized traffic congestion due to special events, emergencies or other out-of-the-ordinary circumstances within the Contractor's regular beat boundaries. Extended or special coverage is compensated at the overtime hourly rate specified in Section 3.0(E).
- C. Back-Up Coverage. Back-up coverage is defined as providing backup service for other FSP tow contractors in the SacMetro FSP program that are temporarily unable to fulfill their contracted service obligations. Back-up coverage is compensated at the overtime hourly rate specified in Section 3.0(E).
- D. Extra Work. Extra work is defined as any work that is not otherwise defined or contained in this Contract; is determined by the Authority to be necessary; and bears a reasonable relation to the work originally described in the Contract. Extra work is compensated at the standard hourly rate specified in Section 3.0(C) or at the overtime hourly rate specified in Section 3.0(E), depending on the unique circumstances of each extra work situation and as determined by Authority.

Upon receipt of a Change Order approved by Authority, Contractor shall continue performance of the Scope of Services as changed. Changes in the Scope of Services and equitable adjustments in compensation and schedule shall be incorporated in written amendments to this Contract either prior to or subsequent to Authority's issuance of a Change Order.

## 8.0 VIOLATIONS AND PENALTIES

- A. Standards. The SacMetro FSP program upholds high standards for professionalism, performance, appearance and conduct. Truck operators, being in direct contact with motorists, are the most-visible representatives of SacMetro FSP to the public. In order to enforce the program's high standards, an objective system of violations and penalties has been established in Chapter 12 of the FSP Standard Operating Procedures Manual (SOP), dated January 2018, and Section 8 of the Scope of Services.
- B. Notice of Violation. When a violation occurs, CHP and/or Authority shall issue a violation notice to Contractor, and to truck operator, if applicable. The violation notice shall indicate the type of and details of the violation. The Authority shall notify Contractor of disciplinary action to be taken on the truck operator and of any penalties imposed on the Contractor.

- C. Contractor Penalties. As the employer, Contractor is responsible for its truck operators. Violations incurred by truck operators, as well as by the Contractor, shall result in penalties assessed to Contractor in the form of monetary fines which shall be subtracted from Contractor payments. The Fine Schedule is contained in Section 8.5 of the Scope of Services.
- D. Repeated Violations. The purpose of fines and penalties is to get the Contractor to correct violations and to take proactive steps to prevent all violations. A pattern of repeated instances of the same violation by the same truck operators, or an increasing sum total of different outstanding or uncorrected violations will result in increased fines or termination of Contract.
- E. Appeals. Contractor may appeal any violation notice, penalty/fines, truck operator disciplinary suspension or Contract termination if Contractor can demonstrate that the determination of violation was made in error, or if Contractor can cite special or extenuating circumstances not the fault of the Contractor or the truck operator involved that should be considered.
  - 1. Process. Contractor may request an appeal of any penalty or termination of Contract by submitting a completed Request for Appeal available from Authority within ten (10) business days from the date of the Notice of Violation or Contract termination. Appeals regarding disqualification of truck operators from FSP must be submitted by the Contractor (not the FSP truck operator) within five (5) business days from disqualification.
  - 2. Review and Determination. The FSP Technical Advisory Committee (TAC), consisting of staff from Authority, CHP, and other FSP agencies in the Sacramento region, shall review appeal requests for merit and new information and render a determination and notify contractor within ten (10) business days of the appeal. Where an FSP truck operator is disqualified and the disqualification is related to a criminal conviction, the decision on the appeal will be made solely by CHP due to confidentiality of criminal histories.
  - 3. FSP Involvement During and After Appeal. In the period between an FSP truck operator suspension or disqualification and the determination on an appeal request, the FSP truck operator may not be involved in any manner with FSP. In the event the FSP truck operator disqualification is upheld after review of the appeal, the operator shall be indefinitely barred from participating in all FSP programs within CHP's Valley Division.

## 9.0 EQUAL EMPLOYMENT OPPORTUNITY/FAIR EMPLOYMENT & HOUSING ACT

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulation. Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."
- B. Compliance with FEHA. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the Contract by reference and made a part hereof as if set forth in full.

- C. Nondiscrimination. Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- E. Information and Reports. Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities a may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance. In the event of noncompliance by Contractor with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - I. Withholding of payments to Contractor under this Agreement until Contractor complies
  - II. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. Contractor shall include the provisions of subsections A through F, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Authority to enter such litigation to protect the interests of the Authority.

## **10.0 DRUG FREE POLICY**

Contractor shall provide a drug free workplace by adopting a drug free workplace policy as set forth in Attachment A.

## 11.0 INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided hereunder, Contractor's relationship to Authority shall be that of an independent contractor and not an employee, agent or other representative of Authority. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

## 12.0 PROHIBITED INTERESTS

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability.
- B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of Authority or of a local public agency during his/her employment and for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any interest, direct or indirect, in this Contract, or to any benefit arising thereof.
- C. The employment by Contractor of personnel on the payroll of the Authority will not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours. Further, the employment by the Contractor of personnel who have been on the Authority payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with Authority, is also prohibited.

## 13.0 NOTIFICATION

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

Sacramento Transportation Authority  
801 12<sup>th</sup> Street, Fifth Floor  
Sacramento, CA 95814  
Attn: Jennifer Doll

TOW COMPANY NAME  
STREET ADDRESS  
CITY, STATE ZIP CODE  
ATTN: COMPANY REPRESENTATIVE

## **14.0 COMPLIANCE WITH LAW**

Contractor shall familiarize him/herself with and perform the work required under this Contract in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by work under this Contract. Contractor shall also comply with all Federal, California, and local laws and ordinances applicable to any of the work involved in this Contract. This includes but is not limited to compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency regulations, and the State of California's Energy Policy and Conservation Act.

## **15.0 DISPUTES**

In the event of a disagreement or dispute arising between the parties under this Contract, Authority shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with pending judicial determination of the dispute. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with the Authority's decision or position concerning the disputed matter.

Damage Disputes. Upon receiving a damage complaint from a motorist that Contractor damaged his/her vehicle while lending assistance, Contractor shall immediately notify CHP verbally and provide a follow-up written statement from the involved operator within three (3) working days. Contractor must also notify CHP in writing within three (3) working days regarding the nature of the damage complaint and its disposition. Contractor shall reply to the motorist by telephone within 24 hours of receiving the damage complaint notification. If necessary, Contractor shall send his/her authorized representative and/or insurance company representative to inspect the subject vehicle and complete an incident report within 48 hours after receiving the damage complaint. If the investigation shows that the damage to the vehicle could have been caused by Contractor, Contractor shall negotiate in good faith to try and resolve the issue and shall report in writing to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

## **16.0 GOVERNING LAW**

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

## **17.0 ENTIRE AGREEMENT**

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between Authority and Contractor and supersedes any prior representations, understanding, communications, commitments, agreements, and proposals, oral or written.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below, but effective on the date first hereinabove written.

**CONTRACTOR**

**SACRAMENTO TRANSPORTATION AUTHORITY**

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PRINTED NAME, TITLE

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Norman Hom, Executive Director

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Date

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Date

# SCOPE OF SERVICES

## 1. GENERAL DESCRIPTION OF SERVICE

The Sacramento Transportation Authority (STA) is the administrative agency for the SacMetro Freeway Service Patrol (FSP).

FSP patrols the busiest freeways and highways in the Sacramento metropolitan area, including Yolo County. FSP runs regular weekdays Monday through Friday during the hours when congestion is greatest, generally from 6:30 a.m. to 10: 00 a.m. and 2:30 p.m. to 6:30 p.m. (holidays and breaks excluded).

FSP operators, driving special tow trucks and service trucks, continuously patrol their assigned beats on the constant lookout for stopped or disabled vehicles. When found, FSP operators introduce themselves to motorist and provide them with an FSP informational brochure and a survey card and then quickly assess the situation. FSP operators may spend up to 10 minutes attempting to mobilize a vehicle through quick fixes and minor repairs such as providing a gallon of fuel, jump starting, changing a flat tire, etc. If a vehicle cannot be mobilized within the 10-minute timeframe, the vehicle is towed to a designated drop location identified by the CHP off of the busy freeway. When requested, the FSP operator may call the CHP Communications Center to request a CHP rotation tow, a specified tow or a relative/friend to assist them. FSP operators may occasionally deal with non-vehicle impediments to smooth traffic flow, such as clearing debris in traffic lanes, traffic control, and other situations.

CHP may dispatch a FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. In addition, there may be some instances where FSP operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer while at the scene of any incident.

FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, a different driver must be dispatched to respond to the incident. FSP truck operators are also not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

FSP is operated through a partnership agreement between the STA, Caltrans and CHP. CHP provides field supervision of the program, operator certification and training, dispatching, complaint investigation, and vehicle inspections. Caltrans provides state funding, program analysis, evaluations, and operational recommendations. STA provides contract administration services, accounting controls, match funding procurement, and overall program management.

## 2. CONTRACTOR REQUIREMENTS

- 2.1 Contractor Office. Contractor shall provide an office for contract administration purposes. The office shall be staffed by an authorized representative who has the authority to conduct business and make decisions on behalf of Contractor. The office shall be open for business between the

hours of 9:00 a.m. and 5:00 p.m. Contractor shall also provide an authorized representative during regular FSP hours to answer any inquiries from the Authority, CHP, or Caltrans. Contractor shall furnish radio service, telephone service, email service, or any combination of the above such that all inquiries can be responded to within 15 minutes from receipt. At all other times, Contractor shall provide service as necessary to log all calls, complaints, or any inquiries relative to FSP activities.

Where Contractor's office is in excess of 30 minutes' drive time from its FSP beats, Contractor must utilize a remote location for staging and parking approved by Authority. The remote location does not need to be staffed, however, it shall be a secure location with adequate storage space for FSP trucks and minor FSP equipment (e.g., forms, brochures, records, flares, sand). Drivers operating from the staging/parking/satellite location must have the ability to communicate with the main office location at all times.

2.2 Driver-Accessible Features. Staging facilities where FSP drivers meet pre- or post-shift or where the FSP trucks are parked when not in use must have the following features: access to adequate restrooms for drivers going on or coming off shift; a conspicuous bulletin board for the posting of notices, policies, and reports; a collection area for completed daily inspection/inventory sheets, and an easily-accessible area for the storage and replenishment of paper forms and cards and other necessary supplies carried in the trucks.

2.3 Permits, Certificates and Licenses. Contractor must obtain any and all permits, certificates, and business licenses required by the local agency or agencies having jurisdiction over the FSP beat area. The scope of a local agency's jurisdiction may extend to the contractor's facilities (including satellite parking sites), vehicles, vehicle operators, and tow operations. Contractor shall submit documentation of compliance with this provision to the Authority no later than fifteen (15) working days prior to the start of work. Documentation shall be in the form of:

- A. Copies of all required permits, certificates, and licenses; and/or
- B. Waivers and exemptions, if and as applicable.

Contractor shall further ensure all required permits, certificates and business licenses remain current during the entire period of performance of this Contract and are filed with Authority.

2.4 Accounting System. Contractor must have in place and maintain an accounting system that meets the requirements of the Authority and Caltrans. Principally, this system must maintain accountability of FSP related costs and income, and document with verifiable source documents all FSP costs, including tow operator timesheets.

2.5 Financial Stability. Contractor must be financially sound, having sufficient funds or business credit to obtain and maintain all required equipment, maintain payments on all FSP related purchases or leases, and support the payroll of FSP tow operators.

2.6 Insurance. Contractor, at its own expense, must obtain and maintain in effect for the duration of the Contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

- A. Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of STA;
- B. Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;
- C. Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit);
- D. Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage;
- E. On-hook Insurance of at least \$100,000 per accident;
- F. Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Contractor must have original insurance certificates and the required endorsements approved by Authority on file before Contract performance begins. Insurance carriers shall be required to have an established place of business in California. Authority may request a claims report at any time.

- 2.7 Minimum Wage and Benefit Requirement. Contractor must pay each truck operator a minimum wage of **\$14.00** per hour when health benefits are provided or **\$15.00** per hour without health benefits for all FSP service. Contractor may pay above these minimums as it sees fit.
- 2.8 Hours of Service and Log Books. Contractor shall ensure that truck operators comply with Title 13, California Code of Regulations, Sections 1212, 1212.5 and 1213 regarding the requirements for log books and hours of service.
- 2.9 Audits. Contractor is subject to financial and operational audits to document and ensure compliance with the provisions of this Contract, including interviews with Contractor employees.
- 2.10 Contractor Communication. Contractor must keep open lines of communication with CHP and STA staff at all times. Contractor is responsible for notifying CHP and STA whenever there are changes in their FSP operations. Examples include when: drivers or trucks are pulled out of service, drivers or trucks start new service or are put back into service, new drivers are hired, when existing drivers separate from service or employment either long-term or permanently, a driver or truck is involved in an accident, changes to radio assignments, all changes to contact information, etc.

### **3. VEHICLES**

- 3.1 Exclusive Use. Trucks shall be exclusively dedicated to the FSP program during FSP hours of operation for the entire term of Contract. Use of FSP trucks for rotation tow, auto club calls or other non-FSP calls during FSP hours of operation may result in the immediate termination of this Contract. Trucks specified for this contract may be used for rotation tow, auto club calls or other non-FSP calls during non-FSP hours.

3.2 Number of Required Vehicles. Contractor shall maintain the number of certified FSP vehicles in Section 9. 2 plus the associated number of truck operators.

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 2017 or newer
- D. Not previously registered prior to award of contract
- E. Less than 5,500 miles on the odometer at the start of Contract service
- F. Minimum Gross Vehicle Weight Rating (GVWR) of 25,500 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. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place
- I. 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. The bed may be left unfinished or painted silver, black or FSP blue.
- J. Equipped at a minimum with the materials identified below where any equipment not placed in a storage compartment shall be secured to the truck:
  - 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 (2) 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.

- Safety chains with positive locking device, 5-feet 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

3.4 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
- D. Model year 2013 or newer
- E. Less than 10,000 miles on the odometer at the start of Contract service
- F. Equipped with Setina Bodyguard PB-400 vertical push bumper

3.5 Equipment Requirements for All Trucks. All FSP tow trucks and service vehicles must be equipped with the following materials and equipment:

- Front/rear directional amber warning lights with flashing capability and on/off switch in cab. A directional light bar may be installed but must be able to display at a minimum right, left, split (center to outwards), and warning flash.
- Mounted spot light capable of directing a beam both front and rear.
- Suitable cab lighting
- Rear work lights
- Flashlight and spare batteries or rechargeable flashlight
- Portable remote tail lights/brake lights with extension cord
- External speaker and public address system
- Radios to communicate with contractor's base office
- Programmable scanners for scanning frequencies used by Caltrans and CHP
- Trailer hitch capable of handling a 1-7/8" and 2" ball
- Hydraulic floor jack (2-ton capacity)
- Hydraulic trolley jack (2-ton capacity) with 5½" to 15¼" lifting range
- Heavy duty, 60+ amp battery
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible with 12-volt booster cables or "Jump-and-Carry" portable battery jump box with 2000 peak amp minimum rating
- Booster cables, 25 feet minimum, 3-gauge copper wire with heavy-duty clamps, one end adapted to truck's power outlet

- Rechargeable air bottle, hoses, fittings, and valve stems with 100 psi capacity or 12-volt on-board air compressor with 75 psi capacity and 50 feet hose
- Unleaded gasoline (5 gallons, less than 60 days old)
- Funnel, multi-purpose, flexible spout
- 5-gallon trash can with lid containing a sealed sack filled with dry sand
- First aid kit (small 5" x 9")
- Fire extinguisher with aggregate rating of at least 4-B, C units
- Pry bar – 36" minimum
- 24" coarse-bristle street broom
- Square point shovel
- Highway flares (15-minute duration) (36)
- 28" safety cones (6)
- Four-way standard lug wrench
- Four-way metric lug wrench
- Lock out set
- Toolbox containing the following:
  - Standard screwdrivers: 1/8", 3/16", 1/4", and 5/16"
  - Phillips screwdrivers: #1 and #2
  - Needle nose pliers
  - Adjustable rib joint pliers, 2" minimum capacity
  - Crescent wrench, 8" and 12"
  - 4 lb. hammer
  - Rubber mallet / hubcap tool
  - Electrical tape
  - Duct tape
  - Tire pressure gauge
  - Mechanic's wire
  - Bolt cutters

Above equipment may be new or used in excellent condition subject to CHP approval. Additional equipment may be supplemented at Contractor's option and expense. Any equipment not placed in a storage compartment shall be secured to the truck.

3.6 Vehicle Markings and Logos. Markings and logos on FSP vehicles shall be provided and maintained at the contractor's expense and conform to the requirements below. It is Contractor's responsibility to ensure that all FSP markings and 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 and Authority.

- A. FSP trucks shall prominently display the SacMetro FSP logo on both front doors against a plain white background. The circular portion of the logo shall be no smaller than fifteen (15) inches in diameter. An alternative to the door signs may be allowed with approval from STA and CHP.
- B. FSP trucks shall display the word "FSP" on the back of the vehicle in a conspicuous location in minimum four (4) inch or larger letters.
- C. Beat/truck identification numbers must be displayed at a location approved by the CHP.
- D. The maximum size of all other letters and numbers below the roof is four (4) inches in height.
- E. Any lettering relating to FSP must be black in color unless applied to a black or other dark-colored surface, in which case the lettering may be a contrasting white, blue or yellow.
- F. Any additional proposed trim must be black in color and limited to a single stripe, a maximum of four (4) inches in width. Exact placement and size of proposed trim must be approved in writing by Authority or CHP.
- G. (Optional) Contractor information—including name, logo, address, phone number, etc.—is restricted to a eight (8) inch tall by ten (10) inch wide rectangular area on both sides of the truck rear of the front doors and below the door midline as measured between the bottom of the side window and the lower edge of the vehicle door, subject to prior CHP approval.

Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation. All FSP markings and logos shall be removed and destroyed at the expiration or termination of the Contract.

3.7 Replacement Trucks.

- A. 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, or by written permission of Authority.
- B. After the third anniversary of this Contract, tow trucks may be replaced at the contractor's discretion. Replacement trucks shall not be older or have more miles on the odometer than the truck(s) being replaced. All replacement trucks must be approved by CHP for acceptable appearance and condition. All replacement tow trucks must additionally pass Level 1 Commercial Inspection for safety and roadworthiness

### 3.8 Back-Up Trucks.

- A. A back-up truck of at least the same capability may be temporarily used when a regular FSP 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 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 and be safe and roadworthy.
- B. Use of a back-up truck shall be limited to no more than 15 consecutive workdays at a time, except by written permission from Authority. If Contractor is not able to resume FSP service after 15 consecutive workdays, Authority may make provision with another FSP tow provider already under contract with Authority to provide back-up service.
- C. Back-up trucks will be compensated at the same rate as the vehicle it is substituting for.
- D. Contractor must notify CHP whenever a regular FSP truck is removed from service and a backup truck is substituted. Contractor must also notify CHP when a regular FSP vehicle is returned to service.

### 3.9 Additional Trucks. Additional tow trucks entering service to provide extended or special FSP coverage per Section 7 shall be subject to the age and condition requirements as listed:

- A. Additional tow trucks entering service to provide extended or special FSP coverage for an anticipated total period of 12 months or less shall be required to pass Level 1 Commercial Inspection for safety and be approved by CHP for acceptable appearance and condition on a case-by-case basis.
- B. Trucks added for extended or special FSP coverage for an anticipated total period lasting between 12 and 36 months shall be model year 2013 or later, have no more than 100,000 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.
- C. 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.

Added trucks must meet all of the other specification and equipment requirements set forth above for regular FSP tow trucks and service trucks in Sections 3.3 through 3.6.

### 3.10 Vehicle Appearance and Maintenance.

- A. Regular routine maintenance shall be performed on all FSP trucks so as to maintain their mechanical reliability and expected functionality.
- B. All FSP trucks shall be washed regularly as needed to maintain a clean and professional appearance.

- C. Vehicle maintenance and washing shall be the Contractor's responsibility and may only be performed during off-shift hours or on non-working days unless an appropriate back-up truck(s) are deployed.

### 3.11 Truck Inspections.

- A. Prior to commencement of service, Contractor must have CHP inspect all trucks designated for FSP service. The inspections must conclude no later than fifteen (15) working days prior to the start of service. If a vehicle does not pass CHP inspection, all problems must be rectified, or another vehicle must be substituted no later than five (5) working days prior to the start of the contracted service.
- B. Succeeding inspections will occur periodically. Inspection records will be kept on file at CHP offices and at Contractor's local office. Contractor shall also maintain a maintenance record for each FSP vehicle.
- C. The FSP operator shall be required to complete a pre-operation inspection of the vehicle as well as an inventory of the required equipment prior to the start of each shift. An inspection/ inventory sheet shall be completed prior to the start of each shift. The sheets must be kept on file at Contractor's office or remote location and available for CHP or Authority inspection upon request. Any item(s) missing during the inspection must be replaced prior to the start of the shift.
- D. Tow trucks must, at any time when ordered by CHP, be able to pass Level 1 commercial truck inspection in order to be in service.
- E. Any dirty, unsafe or poorly maintained vehicle or improperly equipped vehicle shall be removed from service or repaired as directed by CHP.

## 4. **COMMUNICATION & TRACKING EQUIPMENT**

- 4.1 FSPTracker. Contractor shall provide for each FSP truck or truck operator a Contractor-owned smart mobile device (phone or tablet) equipped and compatible with the FSPTracker application provided by Authority for the purposes of providing Global Positioning System (GPS) vehicle tracking and real-time recording of assist information and details. CHP and Authority must be granted access to the mobile devices at any time upon request to check for connectivity and functionality. FSPTracker must be turned on and communicating for all trucks and operators during FSP hours.
- 4.2 Push-to-Talk. Contractor shall provide each FSP truck operator with a cellular device compatible with the Sprint service provider or current service provider of the CHP officers' devices for the purposes of direct communication (a.k.a. "shop radio") between the FSP truck operators and the supervising CHP officers. Contractors may use any Push-to-Talk device of their choosing which has been confirmed compatible with the CHP officers' devices and has been approved by the CHP officers no later than fifteen (15) working days prior to the start of the contract. Contractor must provide up-to-date information to CHP and Authority as to the cellular device numbers assigned

to each truck operator and immediately notify CHP and Authority of changes. Where the shop radios can also be used to instantly communicate with contractor's base office, they may be substituted for the radios specified in Section 3.5.

#### 4.3 FSP Radios.

- A. All FSP trucks shall be equipped with Motorola digital mobile radios provided by Authority for two-way communication between FSP truck operators and dispatchers at the CHP Communications Center over the Sacramento Regional Radio Communications System (SRRCS). The Authority-supplied communications equipment shall be in addition to any Contractor's radios.
- B. Authority shall provide Contractor with one (1) Motorola handheld radio and mobile charger for temporary use as backup when a standard radio is out of service to minimize downtime. Should an installed dispatched radio and the backup handheld radio both fail, Contractor will not be paid for time the vehicle is not in service but will not incur not-in-service penalties per Section 3.K of the Contract.
- C. STA shall be responsible for the costs of routine maintenance and normal repairs, but the contractor shall be liable for repairs caused by negligence or willful damage on the part of the contractor or the authorized operator. Installation of radios, including extra parts and labor, shall be at the Contractor's expense.

4.4 Communication Equipment Security. Contractor shall be responsible for maintaining the security of the vehicle communication equipment. Contractor shall be liable for any damage other than normal wear and tear to the communication equipment supplied by Authority. Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while said equipment is in the care, custody, and control of Contractor or its agents. Authority shall deduct repair fees as well as the full replacement cost of any Authority equipment from the contractor's payment for the month in which Authority must replace or repair equipment (other than as described above). Authority-supplied vehicle equipment shall be returned upon Contract termination. The cost of any equipment not returned shall be deducted from the contractor's final payment.

### 5. **VEHICLE OPERATORS**

5.1 Background Requirements. All FSP operators shall be required to have a safe driving record and a current California driver's license legally appropriate for the tow vehicle being driven. All operators shall be 18 years of age or older with no felony convictions within the last 7 (seven) years and no history of a violent felony arrest or conviction. Potential operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be conducted by CHP upon application for tow operator permit DL64. All application fees for said permit shall be paid by Contractor.

5.2 Certificates and Reports. All FSP truck operators must hold a valid tow operator permit DL 64 and a completed Medical Examination Report (DL 51) on file with the Department of Motor Vehicles (DMV). All FSP operators must be competent and have completed a Tow

Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program (e.g., California Tow Truck Association (CTTA) Level 1 Light Duty Towing & Recovery certification). Contractor shall ensure that the required certificates and reports for FSP truck operators remain up-to-date and valid during the entire period of this Contract.

- 5.3 Competency. FSP truck operators shall be sufficiently experienced in tow truck operation and proficient with all required FSP equipment so as to provide safe and proper service. FSP truck operators must be capable of demonstrating their tow operating abilities to the satisfaction of CHP prior to formal FSP training. Additionally, truck operators are required to exercise sound judgment in carrying out their duties while conforming to procedures outlined in the FSP Standard Operating Procedures Manual.
- 5.4 Drug and Alcohol Policy. CHP, Caltrans, and the Authority maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be disqualified from participation in FSP immediately. Contractor shall be responsible for finding a replacement FSP operator for that vehicle.
- 5.5 Initial Training. Contractor and truck operators shall be required to complete a two-day (16 hours) FSP training program. Contractor shall pay operators for the time spent in the training class. No truck operator will be allowed to begin FSP patrols without attending the mandatory training class. Any FSP truck operator found on patrol without completing the mandatory training class may be prohibited from further FSP service and the Contract agreement may be subject to immediate termination.
- 5.6 Refresher Training. Mandatory FSP refresher training classes shall be scheduled during non-FSP hours. The refresher training shall be two (2) hours per quarter [for a total of eight (8) hours per year]. Contractors shall pay FSP operators for attending the training.
- 5.7 Special Training. In the event of special FSP training classes or sessions conducted by the CHP Field Supervisors are in excess of two (2) hours per quarter [or beyond eight (8) hours per year], Authority shall reimburse Contractor for each FSP operator attending the training at the rate of 1.62 times the hourly rate specified in Section 2.6 of the Scope of Services for workers without medical benefits.
- 5.8 Notification. FSP operators must inform the CHP Communications Center any time they leave an assigned beat. This includes replenishing expendable items such as gasoline, fire extinguishers, etc., and transporting a disabled vehicle to a CHP-designated drop location. FSP operators are required to complete an electronic or manual motorist assist record for each assist.
- 5.9 Travel Time. Travel time for the truck operator to and from the beat will be at Contractor expense.
- 5.10 Independent Towing. FSP truck operator may not tow as an independent contractor from an incident that occurred during an FSP shift under any circumstances. If directed by CHP rotation tow, Contractor may respond with a different, non-FSP driver in a non-FSP truck. Violations may subject the Contract agreement to immediate termination.

5.11 Tips and Recommendations. All FSP services are provided at no cost to the motorist. Operators cannot accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

## 6. UNIFORMS

6.1 Uniforms. Contractor is responsible for providing vehicle operators with specified uniforms, safety vests, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants.

- A. If coveralls are worn they shall have two-way zip front with heavy-duty brass zipper. Coveralls or shirtsleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90-degree angle.
- B. The coveralls shall have shape-holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. All main seams shall be at least double-stitched with good quality thread.
- C. Shirts or coveralls shall have one (1) or two (2) chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.
- D. The first name initial and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed one-half inch in height. A detachable metal or plastic nameplate may be worn in place of the embroidered name at Contractor's option. A 4" by 4" FSP logo patch supplied by Authority shall be sewn above the left front pocket and on the right shoulder. If awarded, "Driver of the Year" or other special patches may be sewn on the left shoulder. The uniform should include no other markings or decoration.
- E. Reflective white stripes may be sewn around both sleeve cuffs and both leg cuffs and across the upper back.

6.2 Safety Apparel. FSP truck operators shall wear high-visibility safety apparel in conformance with ANSI/ISEA 107-2004 and ANSI/ISEA 207-2006 whenever he or she is outside of the vehicle performing an assist. At a minimum, this shall include an orange or green-colored safety vest. The letters "FSP" shall be sewn or silk-screened across the middle portion of the back of each safety vest or may be sewn on a patch of the same color as the uniform which is sewn across the middle portion of the back of each safety vest. The letters shall be at least four (4) inches in height and shall be white in color and shall be centered.

6.3 Photo ID Card. The Authority will issue each FSP truck operator a photo identification card. The FSP identification card must be carried on the person so that it is readily visible to the motorists they are assisting and must be readily available to be produced upon request at any time. FSP ID cards are the property of the Authority and must be either returned or destroyed immediately upon the FSP truck operator's disqualification from the FSP program

or separation of service from Contractor, or upon termination or completion of this Contract.

- 6.4 Footwear. All FSP operators shall wear general duty black work boots with protective steel toe.
- 6.5 Cold Weather Clothing. During cold weather, a navy-blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy-blue jacket may replace the sweater or sweatshirt at the Contractor's option, if it meets all the uniform specifications, including patches, reflective tape, etc.
- 6.6 Rain Gear. Rain gear shall be waterproofed material, yellow in color. Reflective white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.
- 6.7 Headwear. Hats are optional. They shall be baseball type cap, navy blue in color. At Contractor's option, the Freeway Service Patrol logo or the initials "FSP" shall be embroidered above the brim. The logo or initials shall be centered. Initials shall be sewn in white. No other logos/names shall be accepted.
- 6.8 Condition. All uniform items, including optional items when worn, must be clean and in presentable condition. FSP operators wearing dirty or excessively worn uniforms may be placed out of service until the condition is corrected.
- 6.9 Uniform Costs. All uniform costs, except the purchase cost of FSP logo patches, shall be borne by Contractor.
- 6.10 Disposition at End of Contract. Upon termination or completion of this Contract, Contractor shall surrender to Authority or destroy any and all uniform items featuring the FSP logo or bearing the word 'FSP'. Items destroyed by Contractor shall be documented to Authority with a signed letter listing the items and the method of destruction used.

## **7. COMPLIANCE WITH STANDARD OPERATING PROCEDURES**

Contractor shall comply with all provisions of the CHP Freeway Service Patrol Standard Operating Procedures (SOP) Manual—dated January 2018, or later—which more specifically details the standards for professionalism and conduct, operator duties and responsibilities, policies and procedures for operational situations, safety, tow procedures, radio communications, documentation and reporting, sexual harassment, drug and alcohol policies, criminal conduct while on or off duty, violations and penalties, and certification requirements. The SOP is incorporated into this Scope of Services and Contract by reference.

## **8. VIOLATIONS AND PENALTIES**

This section supplements Chapter 12 — Violations and Penalties of the FSP SOP, dated January 2018, or later.

## 8.1 Type of Violations.

- A. Minor Violations. Minor violations are less serious violations that may be incidental or accidental lapses of the provisions of this contract and/or the SOP which do not involve willful disobedience or subterfuge, and that do not compromise personal safety or the safety or the motoring public. Examples include, but are not limited to:
1. Tardiness (less than 45 minutes late) starting the FSP shift
  2. Failure to adequately or accurately communicate status to dispatch
  3. Failure to properly display FSP logos or signage during FSP hours
  4. Failure to cover or remove FSP logos or signage while off-duty or during non-FSP hours
  5. Wearing FSP uniform while off duty or during non-FSP hours while performing other tow services
  6. Presenting personal appearance with obvious poor grooming
  7. Failure to comply with the established minimum uniform standards
  8. Failure to replace or repair deficiencies noted on the CHP pre-operation inspection sheet
  9. Failure to address equipment violations constituting an out-of-service status
  10. Failure to complete/submit required motorist assist records or other required records
  11. Failure to possess pre-operation inspection forms for a previous 30-day period at Contractor's place of business
  12. Abusing or misusing FSP-related equipment, such as radios and phones
  13. Violating break policy (early, prolonged or excessive breaks) by 10 minutes or less
  14. Failure to distribute FSP brochures and FSP survey cards to motorists
- B. Major Violations. Major violations compromise the work, goals, values or integrity of the FSP program or are actions that could potentially increase risks to personal safety or the safety of the motoring public. Examples include, but are not limited to:
1. Failure to be vigilant in the performance of FSP duties during FSP hours
  2. Signing on or starting the shift late (45 or more minutes after the start of shift)
  3. Signing off, leaving the beat, or ending the shift early
  4. Reporting "in service" (going "10-8") when not on beat or actually in service
  5. Sleeping or giving the appearance of sleeping while on duty (including breaks)
  6. Smoking while on duty (excluding breaks)
  7. Falsifying pre-operation inspection forms
  8. Failure to report any known damage caused when servicing a vehicle
  9. Disobeying a lawful order given by sworn law enforcement personnel
  10. Failure to notify dispatch if involved in a traffic collision
  11. Failure to notify CHP or FSP management when a shift or shifts will be missed

12. Leaving the beat during FSP hours without authorization
  13. Providing or recommending any tow company, legal assistance, or medical practitioners
  14. Failure to advise dispatch when transporting a female or juvenile
  15. Towing a vehicle to a location other than a designated drop location (except at the direction of CHP)
  16. Leaving a motorist stranded in an unsafe location or without access to a phone, shelter, or help in route
  17. Causing damage to a vehicle due to negligence
  18. Equipment not in conformance with California Vehicle Code and is not serviceable or missing (e.g., worn tires, expired fire extinguisher, cracked windshield, etc.)
  19. Unauthorized refueling of truck or fuel containers while on duty
  20. Inappropriate behavior such as the use of abusive or foul language, vulgarity, rudeness, offensive hand gestures, unsafe driving or other untoward behavior to motorist, officers, dispatchers, or other tow operators
  21. Missing an entire shift without providing a replacement driver or truck
  22. Violating safety guidelines (e.g., not using safety chains, standing between vehicles, not watching traffic, not protecting motorist, misuse of equipment)
  23. Intentional involvement in law enforcement activities beyond normal scope of FSP duties (e.g., apprehending suspects, vehicle pursuits)
  24. Falsifying information, orally or written, to FSP management, the motoring public, CHP, or dispatch
  25. Failure to notify CHP or dispatch of a truck breakdown, truck not in service and/or the use of a backup truck
  26. Unexcused absence of Operator from quarterly training sessions
  27. Violating break policy (early, prolonged or excessive breaks) by more than 10 minutes
  28. Operating with an invalid, withheld, suspended, or revoked required license
  29. Repeat of a Minor Violation within 15 days
- C. **Flagrant Violations.** Examples of flagrant violations include, but are not limited to, charging for FSP service; theft; being under the influence of drugs or alcohol; possession of firearms or illegal weapons; tampering, interfering, or manipulating tracking equipment; performing an unauthorized vehicle recovery; solicitation or receiving and keeping tips or other gratuities; use of dedicated FSP trucks for non-FSP purposes; recommending or providing secondary tow or repair services; not keeping business licenses, certificates, permits and insurance coverage up-to-date and current; sexual misconduct; disobeying direct orders from CHP; etc.
1. Willful failure to perform contracted FSP duties during FSP work hours
  2. Charging for FSP service
  3. Soliciting any service that would require subsequent compensation
  4. Providing or recommending a secondary tow service for compensation following an

initial service

5. Providing commercial services during FSP hours
6. Soliciting and/or retaining tips or other gratuities
7. Referring a motorist to any garage, private tow service, mechanic, legal service, or medical facility
8. Performing a vehicle recovery (except in rare instances as ordered by CHP)
9. Use of dedicated FSP trucks for non-FSP purposes
10. Theft of any kind
11. Selling items, including items found while on duty
12. Possessing of a firearm or illegal weapon while on duty
13. Operator having an odor of an alcoholic beverage even if not under the influence
14. Being under the influence of alcohol and/or drugs while on duty
15. Failure of operator to submit to a substance abuse test (e.g., drug or alcohol test)
16. Insubordination to CHP supervisors
17. Operating without up-to-date and current business licenses, certificates, permits and insurance coverage
18. Operating a non-CHP-approved truck
19. Putting into FSP service a non-qualified or non-certified truck operator
20. Manipulating, tampering with or attempting to interfere with FSPTracker equipment, software, and/or data
21. Repeat of a Major Violation within 30 days

8.2 Violations Committed by FSP Operators. FSP truck operators found in violation of this Contract and/or the SOP may be issued a written reprimand, placed out of service by CHP until a correction is made, and/or disciplined by a temporary suspension, and a financial penalty shall be assessed to the Contractor. For multiple instances of the same violation, cumulative instances of a variety of violations by the same FSP truck operator, or for major or flagrant violations, the FSP operator may be suspended for an extended period of time or disqualified from participating indefinitely in Freeway Service Patrol.

8.3 Violations Committed by Contractor. Violations of this Contract or the SOP by Contractor will result in—but are not limited to—financial penalties (fines). Major violations or flagrant violations may result in termination of Contract.

8.4 Contractor's Responsibility. Contractor is responsible for ensuring compliance with Contract and the SOP, both by itself and the FSP truck operators in Contractor's employ. Therefore, fines incurred by FSP truck operators are levied against Contractor to ensure the Contractor assumes its due responsibility to resolve any and all incidences of noncompliance and to prevent future occurrences. Failure to adequately address, correct or prevent violations may result in termination of Contract.

8.5 Financial Penalties. The fine schedule shall be as follows:

A. Minor Violations.

1. Minor violations involving uniforms, personal grooming, truck appearance, and supplies or equipment shall result in a fine to the Contractor of \$50 per occurrence.
2. All other minor violations shall result in a fine to the Contractor of \$50 for the first occurrence per FSP truck operator, \$100 for the second occurrence of the same violation by the same FSP truck operator within a 6-month period, and \$150 for the third occurrence of the same violation by the same FSP truck operator within 6 (six) months of the second occurrence. The contractor shall be fined \$250 for the fourth cumulative occurrence of the same violation by the same FSP truck operator regardless of when the previous violations occurred; thereafter, the Contractor may be fined \$500 for every subsequent occurrence.

B. Major Violations. Major violations shall result in a fine to the Contractor of \$100 for the first occurrence per FSP truck operator or the Contractor, \$250 for the second occurrence of the same major violation within a 6-month period by the same FSP truck operator or by the Contractor, and \$500 for the third occurrence of the same major violation within 6 (six) months of the second occurrence by the same FSP truck operator or by the Contractor. The Contractor shall be fined \$1,000 for the fourth cumulative occurrence of the same violation by the same FSP truck operator or by the Contractor regardless of when the previous violations occurred; thereafter, the Contractor may be fined \$2,500 for every subsequent occurrence. Moreover, a pattern of violations—major or minor—committed by the Contractor and/or any of its FSP truck operators, particularly when concentrated within a short time period, may result in extended suspensions, disqualification of truck operators from participating in FSP or immediate termination of the Contract.

C. Flagrant Violations. At a minimum, flagrant violations shall result in a fine to the Contractor of \$1,000 to \$2,500, as determined by Authority, for each and every occurrence. Depending on the severity or the frequency of the flagrant violation(s), Authority may immediately terminate the Contract.

**9. ZONE, BEAT AND COVERAGE DESCRIPTIONS**

9.1 Zones. The SacMetro FSP program area of coverage is made up of seven (7) Zones. Zones are assigned a specific set of beats, that only operate within the assigned zone

9.2 Beats. The FSP operates on selected freeway segments referred to as 'beats'. Each beat has specified turnaround locations and designated drop locations identified by the CHP.

Below are the general limits, number of tow or service trucks, and typical hours of operation of the beats that are the subject of this Contract.

Zone	Beat	Location	Vehicles	Normal Hours
#	###,###A,	Interstate 5 Between STREET NAME. and STREET NAME.	# tow trucks # service truck	Monday through Friday: 6:30am-10:00 am and 2:30pm-6:30pm

At any time during the Contract's terms, Authority reserves the right to make minor adjustments to the beat specifications to better accommodate demand for service. These changes can occur during the course of the Contract through written change orders. If warranted, Contractor may be required to temporarily expand his/her assigned beat area and hours of operation.

9.3 FSP Holidays. SacMetro FSP observes the same holidays as the State of California plus a break between Christmas and New Year's. Generally, work holidays are:

- New Year's Day ● Martin Luther King, Jr. Day ● Presidents Day (Washington's Birthday)
- Memorial Day ● Independence Day ● Labor Day ● Columbus Day ● Veterans Day
- Thanksgiving (including Thanksgiving Day and the Friday after)
- Holiday Break (Christmas Eve through New Year's Eve)

Authority reserves the right to make minor adjustments or to add to or delete holidays from the work schedule with a minimum of ten (10) days' notice to Contractor.

## Attachment A

### **DRUG-FREE WORKPLACE POLICY**

The company is committed to providing and maintaining a drug-free workplace consistent with the provisions of the Drug-Free Workplace Act of 1988.

Unlawful manufacture, distribution, dispensing, possession of, or use of any controlled substance in the company offices is strictly prohibited. Compliance with this prohibition is a condition of employment. Staff violating this prohibition will be subject to disciplinary action up to and including termination.

The company will provide a drug-free awareness program to inform its staff about:

- The dangers of drug abuse in the workplace;
- The company's policy of maintaining a drug-free workplace;
- Drug counseling, rehabilitation, and other assistance programs that are available; and
- The penalties that may be imposed upon staff members for drug abuse violations occurring in the workplace.

Any staff member who has been convicted of violating any criminal drug statute in the workplace is required to notify the Owner within five (5) days after such conviction. Within ten (10) days after receiving such notice of conviction, the Owner shall notify any federal funding agency requiring such notification, as mandated by the Drug-Free Work-Place Act of 1988. Within thirty (30) days of receiving notice of such conviction, the Owner shall also take one (1) of the following actions with respect to any staff member so convicted:

Initiate disciplinary action and/or require the convicted staff member to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Dissemination of Policy: To achieve the goals of the company's Drug-Free Policy and to ensure that all staff members are aware of the firm's official policy regarding a drug-free workplace, the following steps have been and will be taken:

- Every staff member will be given a copy of the company's Drug-Free Policy.
- The company's Drug-Free Policy will be discussed periodically at management and other staff meetings.
- All new staff members will receive a copy of the company's Drug-Free Policy as part of their initial orientation.



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 6**

**FSP FIELD SUPERVISION AGREEMENT (CALIFORNIA HIGHWAY PATROL)**

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

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**Recommendation**

Authorize the Executive Director to execute an Agreement with the California Highway Patrol for field supervision and related services for the SacMetro Freeway Service Patrol program.

**Discussion**

The California Highway Patrol (CHP) provides dispatch, enforcement, training and field supervision for all Freeway Service Patrol programs throughout California from a fixed \$4 million annual allocation from the State Highway Fund.

Senate Bill 1 (SB 1) added \$25 million/year to the \$25.48 million in state funds currently allocated annually to FSP statewide, \$3.75 million of which is reserved solely for additional CHP support. The new funding will offset the supplemental CHP support costs local FSP programs have been paying for out of their own allocations and will also cover additional CHP support needed for expanded operations made possible by the SB 1 funding for new, expanded FSP services.

At the August 8, 2019 meeting, the Board approved an amendment to increase the maximum value of the existing agreement with CHP by the additional \$180,623 we will receive via SB 1. CHP has since requested an entirely new agreement instead. The agreement term will be July 1, 2019 through June 30, 2021 with a maximum contract amount equal to the \$180,623 in CHP reserved SB 1 funds.

*Attachment*

## EXHIBIT A

STANDARD AGREEMENT BETWEEN  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
AND  
SACRAMENTO TRANSPORTATION AUTHORITY

THIS AGREEMENT is between the State of California acting by and through Department of California Highway Patrol (hereinafter referred to as CHP) P.O. Box 942898, Sacramento, California 94298-001 and the Sacramento Transportation Authority (hereinafter referred to STA) 801 12<sup>th</sup> Street, Fifth Floor, Sacramento, CA 95814-2320 (Collectively CHP and STA may be referred to as the "Parties.").

**ARTICLE 1. GENERAL INFORMATION**

- A. This Agreement provides for CHP officer overtime supervisory necessary to support the Freeway Service Patrol (FSP) program in Sacramento and Yolo Counties (hereinafter referred to SacMetro FSP). Streets and Highways Code Section 2561, subdivision (c) defines "freeway service patrol" as a "program managed by the Department of the California Highway Patrol, the [California Department of Transportation] and a regional or local entity which provides emergency roadside assistance on a freeway in an urban area."
- B. Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of CHP shall make adequate provisions for patrol of the highways at all times of the day and night.
- C. STA has the ability to provide funding for FSP on freeways within Sacramento and Yolo Counties and has qualified the county to participate in the State FSP program. FSP will assist in transportation system management efforts, provide traffic congestion relief, and expedite the removal of freeway impediments, all of which will have the added benefit of improving air quality.

**ARTICLE 2. TERMS AND CONDITIONS**

- A. This Agreement provides for CHP officers to provide the necessary daily FSP oversight, program management and oversight of the contractors' compliance with statutory and regulatory requirements.
- B. The term of this Agreement shall be effective July 1, 2019, through June 30, 2021.
- C. The CHP and STA mutually agree that either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. Should this Agreement be terminated under this paragraph, STA agrees to provide funding to reimburse CHP for those reasonable and allowable costs incurred and associated with the program overtime as defined in this Agreement up to the point of termination.
- D. The CHP and STA agree that this Agreement may be amended by mutual consent of both parties hereto.
- E. Amounts payable to the CHP by STA for costs incurred pursuant to this Agreement may be utilized over several fiscal years and need not be utilized in a single fiscal year by the CHP, so long as the total amount payable under this Agreement is not exceeded.
- F. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, STA agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of \$180,623.00.

**ARTICLE 3. STA RESPONSIBILITIES**

- A. STA shall reimburse CHP for officer overtime expenses necessary to support the SacMetro FSP operations as outlined in this Agreement.
- B. It is agreed that in the event State FSP funds do not become available to STA for this Agreement, STA may immediately terminate this Agreement with written notice, but shall pay the CHP from other sources any amounts required to cover CHP's cost to the date of Agreement termination.

**ARTICLE 4. CHP RESPONSIBILITIES**

- A. The CHP has assigned officers to provide assistance with SacMetro FSP operations. If for any reason the CHP cannot provide the Agreement's necessary oversight, CHP agrees to notify STA within thirty (30) days.
- B. All personnel providing services shall be State employees under the sole discretion, supervision, and regulation of CHP. Said personnel shall work out of the appropriate CHP facilities as designated by CHP. At no time shall any State employee assigned to the SacMetro FSP program be considered employees, agents, officials, or volunteers of STA.
- C. CHP overtime duties include but are not limited to the following:
  - 1. Assisting with the field oversight of SacMetro FSP operations.
  - 2. Investigating complaints from the public regarding a SacMetro FSP contractor or driver.
  - 3. Performing all necessary drivers' license and background checks on all SacMetro FSP operators.
  - 4. Inspecting all SacMetro FSP contractor tow trucks on a periodic basis.
  - 5. Overseeing SacMetro FSP contractors' compliance with statutory and regulatory requirements.
  - 6. Providing training to all SacMetro FSP contractors and drivers.

7. Providing representation at SacMetro FSP Technical Committee Meetings.
8. Dispatch services relating to SacMetro FSP operations.

#### **ARTICLE 5. INDEMNIFICATION**

- A. To the extent permitted by law, STA shall defend, indemnify, and save harmless CHP and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of STA, or STA officers, directors, and employees, arising out of the performance of this Agreement.
- B. To the extent permitted by law, CHP shall defend, indemnify, and save harmless STA and all of STA officers, directors, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, arising out of the performance of this Agreement.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of Termination or completion.

#### **ARTICLE 6. AUDITS**

The contracting parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, STA and CHP 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. STA and CHP agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such

records. (Gov. Code Sect. 8546.7). STA agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

#### **ARTICLE 7. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and STA. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

#### **ARTICLE 8. RESOLUTION**

STA agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, approving execution of agreements with CHP, and identifying the individual who is authorized to sign the Agreement on behalf of STA.

#### **ARTICLE 9. OTHER TERMS AND CONDITIONS**

- A. By and in consideration of the covenants and conditions contained herein, CHP and STA do hereby agree as follows:
  - 1. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and STA and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

2. This Agreement shall not become effective until:
  - a. Duly signed by both parties and approved by the Department of General Services Office of Legal Services, if applicable.
  - b. STA has submitted to CHP a copy of the resolution, policy, order, motion, or ordinance from STA approving execution of the Agreement and identifying the individual authorized to sign on behalf of STA.

This space is intentionally left blank.

DRAFT

This Agreement is entered into by the parties listed below and shall be effective upon approval by the Department of General Services Office of Legal Services, if applicable. By executing this Agreement, the representatives of CHP and STA warrant that they have viewed and fully understand all provisions of this Agreement and are authorized to bind their respective agencies to all terms of the Agreement's provisions.

STATE OF CALIFORNIA  
Department of California Highway  
Patrol

SACRAMENTO TRANSPORTATION  
AUTHORITY

\_\_\_\_\_  
P. SLINEY, Assistant Chief  
Administrative Services Division

\_\_\_\_\_  
Norman K. Hom  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
\_\_\_\_\_

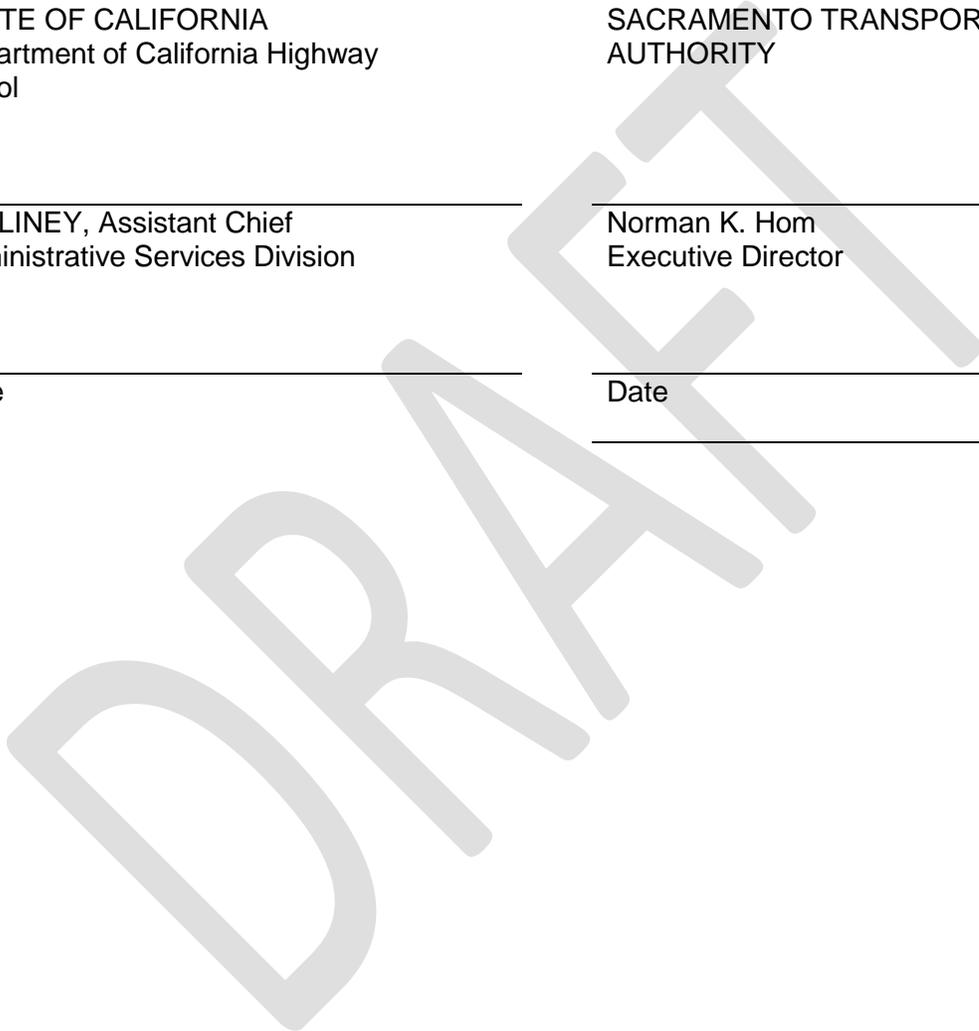


EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered and upon receipt and approval of invoices STA agrees to compensate CHP for actual expenditures incurred while performing FSP duties as outlined in this Agreement.
- B. Invoices shall include the Agreement Number and will be provided monthly in arrears to:

**Invoice Address**

Sacramento Transportation Authority  
801 12th Street, Fifth Floor  
Sacramento, CA 95814-2320

Contact: Jennifer Doll, FSP Program Manager

Telephone: (916) 323-0897

E-mail: Jennifer@sacta.org

C. Payment

- 1. Payment shall be made as follows:

Department of California Highway Patrol  
P.O. Box 942900  
Sacramento, Ca 94298-2900

Telephone: (916) 843-4330

- 2. The CHP shall invoice STA monthly. STA agrees to pay within thirty (30) days after the invoice is received. Payment for these services may be made by corporate check, cashier's check, or money order in the invoiced amount. If a cashier's check, corporate check or money order is submitted, it must be made payable to: "CHP Accounting Section." Please note the contract number in the "memo" section of the check, and submit the check with a copy of the invoice so that it can be credited to your contract.

**2. BUDGET CONTINGENCY CLAUSE**

A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. ESTIMATED RATES**

<b>Classification</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Public Safety Dispatcher	\$49.92	\$42.50
Officer	\$105.33	\$86.48
Sergeant	\$128.15	\$105.21



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 7**

**MEASURE A BUDGET-TO-ACTUAL REPORTS – FY 2019**

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

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Each quarter Authority staff prepare analyses summarizing budgeted-to-actual revenue and expenditures for the Sacramento Transportation Authority's General Fund, SacMetro Freeway Service Patrol (FSP), Sacramento Abandoned Vehicle Service Authority (SAVSA) and the administration fund. The attached reports summarize financial information for FY 2019.

There are several material variances in STA's General Fund:

1. Sales tax revenue was higher than expected by \$2.39 million because some revenue collected in the last quarter of fiscal year 2018 was not remitted by the California Department of Tax and Fee Administration (CDTFA) until fiscal year 2019. The CDTFA implemented a new revenue tracking system during FY 2018 that caused a delay in processing some remittances.
2. Interest revenue related to our interest rate swap program came in \$3.22 million higher than expected due to increased interest rates.
3. Ongoing allocations were \$1.86 million higher than expected because sales tax revenue is higher. The allocations are based on ratios, so they trend with the sales tax revenue.

There were no notable variances to report for the SAVSA and FSP programs nor the administration fund.

*Attachments*

**BUDGET TO ACTUAL ANALYSIS**  
**SacMetro Freeway Service Patrol (FSP)**  
**Quarter Ending June 30, 2019 (accrual basis)**

	FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments
<b>Revenue:</b>					
State Allocation	\$1,199,457	\$939,365	\$939,365	-	Deferred using a portion of state allocation until FY 20
SB 1	790,542	356,387	356,387	-	Good
CVR-SAFE*	497,500	748,000	748,000	-	STA budgeted with offsetting SB1 funding, SACOG did not
<b>Total Revenue</b>	2,487,499	2,043,752	2,043,752	-	See above
Beginning Fund Balance	638,581	638,581	331,181	(307,400)	Actual beginning fund balance - June 30, 2018 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$3,126,080	\$2,682,333	\$2,374,933	(\$307,400)	See above
<b>Appropriations:</b>					
Salaries and Benefits	\$139,346	\$104,510	\$129,425	\$24,915	Good
Overhead	58,593	43,945	28,870	(15,075)	Most overhead will be billed in Q4
Conferences and Travel	1,100	825	1,533	708	Good
Communications	49,970	37,478	49,543	12,066	Good
Professional Services	-	-	87,933	87,933	Expenditures expected beginning in Q4
Other Operating Expenditures	3,750	2,813	4,817	2,004	Good
Contractors	2,020,265	1,515,199	1,684,618	169,419	FSP vendor lost portion of contract, reducing costs in Q2 and Q3
<b>Total Appropriations</b>	2,273,024	1,704,768	1,986,738	281,970	See above
Ending Fund Balance	\$853,056	\$977,565	\$388,195	-	Cash balance \$408,128

\* Capitol Valley Regional Service Authority for Freeways and Expressways

**BUDGET TO ACTUAL ANALYSIS**  
**Sacramento Abandoned Vehicle Service Authority (SAVSA)**  
**Quarter Ending June 30, 2019 (accrual basis)**

**Revenue:**

Vehicle License Fees

Interest

**Total Revenue**

Beginning Fund Balance

**Total Revenue and Beginning Fund Balance**

**Appropriations:**

Contributions to SAVSA Entities

Salaries and Overhead

**Total Appropriations**

Ending Fund Balance

FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments
\$1,258,677	\$1,258,677	\$1,316,666	\$57,989	Good
400	400	6,571	6,171	Rising interest rates and increased fund balance provided more interest revenue than projected
1,259,077	1,259,077	1,323,237	64,160	See above
-	-	160,919		Actual beginning fund balance is from June 30, 2018 audited financial statements
\$1,259,077	\$1,259,077	\$1,484,156	-	
\$1,231,473	\$1,294,962	\$1,294,962	-	Good
27,604	20,703	21,704	1,001	Good
1,259,077	1,315,665	1,316,666	1,001	See above
-	(\$56,588)	\$167,490	-	Cash balance \$199,005

**BUDGET TO ACTUAL ANALYSIS**  
**STA General Fund**  
**Quarter Ending June 30, 2019 (accrual basis)**

**Revenue:**

FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments		
Sales Tax	\$129,372,000	\$129,372,000	\$131,757,081	\$2,385,081	All of the additional revenue is Q4 FY 2018 remitted during FY 2019 because of issues with a new revenue tracking system at CDTFA	
Mitigation Fees	6,000,000	6,000,000	6,451,518	451,518		Good
Interest	2,441,000	2,441,000	5,661,558	3,220,558		Swap interest revenue trending higher than expected because of interest rate increases.
<b>Total Revenue</b>	<b>137,813,000</b>	<b>137,813,000</b>	<b>143,870,157</b>	<b>6,057,157</b>		See above
Beginning Fund Balance	42,092,740	42,092,740	46,696,725	4,603,985		Actual beginning fund balance is from June 30, 2018 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$179,905,740</b>	<b>\$179,905,740</b>	<b>\$190,566,882</b>	<b>\$10,661,142</b>	See above	

**Appropriations:**

Ongoing allocations to Measure A Entities	\$102,061,296	\$102,061,296	\$103,922,104	\$1,860,808	Sales tax revenue is higher than expected so allocations are too
Capital Improvement Program	47,207,000	10,705,881	10,705,881	-	Spending is much lower than budgeted because construction bids are coming in higher than engineers estimates, delaying the start of construction.
<b>Total Appropriations</b>	<b>149,268,296</b>	<b>112,767,177</b>	<b>114,627,985</b>	<b>1,860,808</b>	see above

**Other Financing Sources (Uses):**

Transfers out (to the Debt Service Fund)	(22,300,000)	(22,300,000)	(24,066,851)	(1,766,851)	Higher debt service offset by higher than expected swap interest revenue - see above
<b>Total Financing Sources (Uses)</b>	<b>(22,300,000)</b>	<b>(22,300,000)</b>	<b>(24,066,851)</b>	<b>(1,766,851)</b>	see above
Ending Fund Balance	\$8,337,444	\$44,838,563	\$51,872,046	-	Cash balance \$39,844,084

**BUDGET TO ACTUAL ANALYSIS**  
**STA Administration**  
**Quarter Ending June 30, 2019 (accrual basis)**

	<b>FY 19 Budget</b>	<b>Expected Amount</b>	<b>Actual Amount</b>	<b>Expected/Actual Variance</b>	<b>Comments</b>
<b>Revenue:</b>					
Sales Tax	\$952,699	\$952,699	\$970,243	\$17,544	Good
Other	1,500	500	63	(437)	Good
<b>Total Revenue</b>	954,199	953,199	970,305	17,106	See above
Beginning Fund Balance	465,766	465,766	664,031	198,265	Actual beginning fund balance is from June 30, 2018 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$1,419,965	\$1,418,965	\$1,634,336	\$215,371	See above
<b>Appropriations:</b>					
Salaries and Benefits	\$400,736	\$392,541	\$392,541	-	Good
CalPERS Unfunded Liability	52,010	52,010	52,010	-	Good
Rent	24,467	23,855	23,855	-	Good
Conferences and Travel	6,000	6,000	7,594	1,594	Good
Insurance	14,547	14,547	3,738	(10,809)	Contracted with new insurance agency at a much lower cost - Golden State Risk Management
Professional Services	354,400	354,400	250,748	(103,652)	Billing for some services provided by outreach consultant delayed until FY 20
ITOC	113,000	31,778	31,778	-	The performance audit will begin in FY 2020, deferring \$70,000 in planned expenditures
Other Operating Expenditures	16,000	12,000	10,179	(1,821)	Good
<b>Total Appropriations</b>	981,160	887,131	772,443	(114,688)	see above
Ending Fund Balance	\$438,805	\$531,834	\$861,893	-	Cash balance \$725,295



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 8**

**CAPITAL PROJECT STATUS REPORTS – JUNE 30, 2019**

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

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The Authority is currently under contract for the following 15 capital projects:

1. US 50 Bus and Carpool Lanes, Phase 2 (California Department of Transportation)
2. Interstate 5 Bus and Carpool Lanes (California Department of Transportation)
3. Capital SouthEast Connector (Connector JPA)
4. Folsom Blvd. Watt Ave. to Bradshaw Rd. (County of Sacramento)
5. Greenback Lane, Phase 1 – Fair Oaks Blvd. to Main (County of Sacramento)
6. Hazel Ave. Improvements – US 50 to Folsom Blvd. (County of Sacramento)
7. Hazel Ave. Improvements, Phase 1 – US 50 to Madison Ave. (County of Sacramento)
8. Madison Ave Improvements, Phase 1 – Sunrise Blvd. to Hazel Ave. (County of Sacramento)
9. South Watt Ave./Elk Grove-Florin Road Improvements, Phase 1 – Florin Road to State Route 16 (County of Sacramento)
10. Sunrise Blvd. Jackson Rd. to Grantline Rd. (County of Sacramento)
11. Watt Ave. Improvements – Antelope Road to Business 80 (County of Sacramento)
12. Folsom Blvd. Improvements – Bradshaw Road to Sunrise Blvd. (City of Rancho Cordova)
13. Downtown Intermodal Station (City of Sacramento)
14. Interstate 5/Richards Blvd. Interchange Upgrade (City of Sacramento)
15. Light Rail Transit – Extension to Airport (Sacramento Regional Transit District)

Attached, you will find a status report for each project under contract with the Authority.

Attachment

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2019** Fiscal Year: **2018/19** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Jim K Rogers**  
Contact Info: **916-826-6052**

Project Name: **US Highway 50 Bus & Carpool Lanes - phase 2**

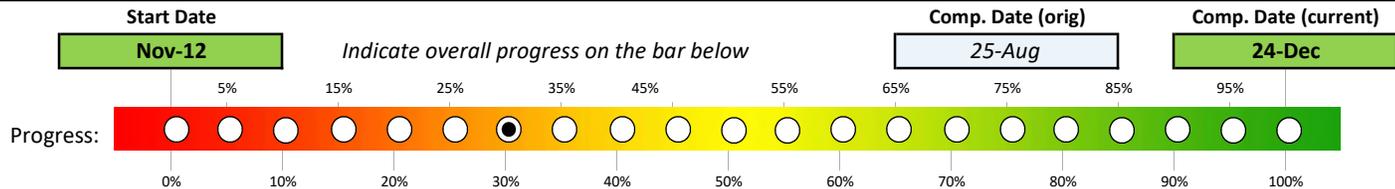
Sponsor Project ID Number: **03-3F360** STA Project ID Number: **A-47-CT**

Original Est. Project Cost: \$ **68,315,000.00** Current Est. Project Cost: \$ **147,480,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>15,945,604.00</b>	Projected Spending	1Q:	\$	<b>400,000.00</b>
Previous Contract(s) Spending:		<b>14,903,193.99</b>		2Q:	\$	<b>300,000.00</b>
Current Contract Amount:	\$	<b>12,500,000.00</b>		3Q:	\$	<b>200,000.00</b>
Expended This Quarter:	\$	<b>407,033.99</b>		4Q:	\$	<b>300,000.00</b>
Total Remaining:	\$	<b>13,135,376.02</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

### Explanation of Activities this Quarter and Additional Notes

Caltrans District 3 successfully competed and received State funding from the SB1 Gas/Diesel Tax programs under the Solutions for Congested Corridor Program for construction of this HOV Lanes project last year. The project has been selected for an innovative delivery method of Design-Build instead of traditional Caltrans delivery method of Design-Bid-Build. This will expedite delivery of the project to the travelling public. The HOV lanes project has been combined with the US 50 Rehabilitation project that has already been funded by State Highway Operation and Protection Program (SHOPP). The combined project documents are being prepared for FHWA review. It is expected to be advertised for Design-Build contract in August 2019.

- Contract document preparation is being finalized.
- Right of Way and Construction Easement acquisition work is nearing completion.
- Coordination continued with Union Pacific Rail Road and Sacramento Regional Transit to relocate the utility conflicts identified in this project.
- Coordination continued with City of Sacramento on sewer line relocation.
- Coordination with utility owners to relocate or avoid impacts to lines near the work areas.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2019** Fiscal Year: **2018/19** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Jess Avila**  
Contact Info: **530-741-4533**

Project Name: **Interstate 5 Bus & Carpool Lanes**

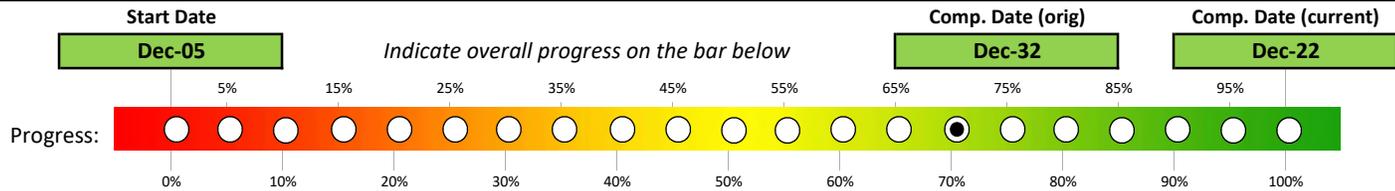
Sponsor Project ID Number: **03-3C000 and 03-3C001** STA Project ID Number: **A-45-CT**

Original Est. Project Cost: \$ **188,479,000.00** Current Est. Project Cost: \$ **125,530,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>3,185,454.00</b>	Projected Spending	1Q:	\$	
Previous Contract(s) Spending:	\$	<b>3,185,454.00</b>		2Q:	\$	<b>1,700,000.00</b>
Current Contract Amount:	\$	<b>30,000,000.00</b>		3Q:	\$	<b>1,700,000.00</b>
Expended This Quarter:	\$	-		4Q:	\$	<b>1,700,000.00</b>
Total Remaining:	\$	<b>30,000,000.00</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

### Explanation of Activities this Quarter and Additional Notes

The project was awarded to Nor-Cal Paving JV on May 1st and the contract approved on May 31, 2019. Field construction is anticipated to begin July 29th. A groundbreaking ceremony occurred on July 30th.

# Measure A Capital Projects Quarterly Status Report



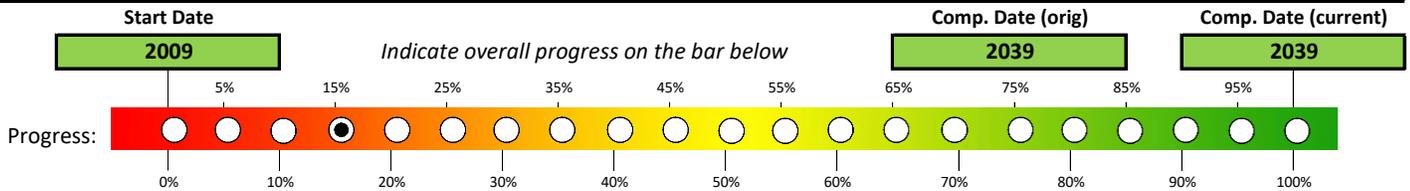
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018-19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>Capital SouthEast Connector</b>	Project Mgr:	<b>Derek Minnema</b>		
		Contact Info:	<a href="mailto:minnemad@saccounty.net">minnemad@saccounty.net</a>		
Project Name:	<b>Capital SouthEast Connector</b>				
Sponsor Project ID Number:	<b>N/A</b>	STA Project ID Number:	<b>A-16-JP</b>		
Original Est. Project Cost:	\$ <b>1,006,014,000</b>	Current Est. Project Cost:	\$ <b>588,190,000</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>12,788,762.00</b>	Projected Spending	1Q:	\$ <b>3,055,000</b>
Previous Contract(s) Spending:	\$ <b>12,788,762.00</b>		2Q:	\$ <b>925,000</b>
Current Contract Amount:	\$ <b>25,640,000.00</b>		3Q:	\$ <b>925,000</b>
Current Contract Spending:	\$ <b>15,171,170.99</b>		4Q:	\$ <b>925,000</b>
Expended This Quarter:	<b>1,357,744.22</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	<b>9,111,084.79</b>			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition               | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                   | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

#### Explanation of activities during the 4th Qtr.:

- Segment A: Coordination w/ Caltrans and the City of Elk Grove. Continued work on the Environmental Assessment and associated technical studies pursuant to NEPA.
- Segment B: Coordination w/ the City of Elk Grove on design and continued work on right of way acquisitions.
- Segment C: Coordination w/ the City of Elk Grove on conceptual intersection designs and traffic study work for various intersections along the alignment.
- Segment D2: Coordination w/ Caltrans to address comments and finalize the Environmental Assessment pursuant to NEPA.
- Segment D3/ E1: Right of way acquisition activities and preparation of the final construction documents for Segments D3 and E1 is ongoing.
- Financials and Funding: Prepared FY 2019-200 Connector JPA budget and obtained Board approval. Continued work with the CTC to provide required reporting documentation concerning all the Connector projects funded by SB 1. Prepared and a grant application for construction funding through the Federal Better Utilizing Investments to Leverage Developments (BUILD) Program.

# Measure A Capital Projects Quarterly Status Report



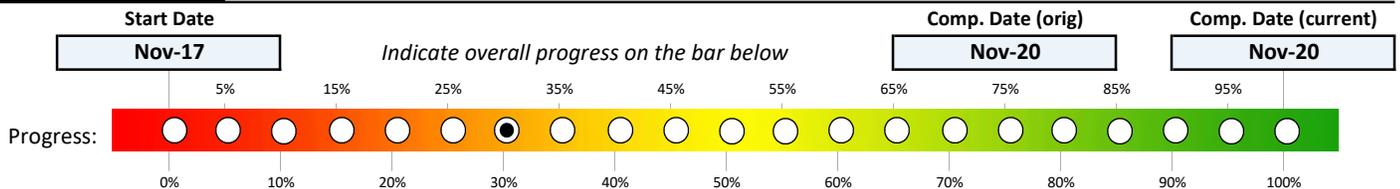
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Stan Sorensen</b>		
		Contact Info:	<b>(916) 874-2816</b>		
Project Name:	<b>Folsom Blvd. Watt Ave. to Bradshaw Road</b>				
Sponsor Project ID Number:	<b>RFODGE</b>	STA Project ID Number:	<b>A-13-SC</b>		
Original Est. Project Cost:	\$ <b>40,698,159.00</b>	Current Est. Project Cost:	\$ <b>40,698,159.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 65,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 65,000.00
Current Contract Amount:	\$ 1,303,000.00		3Q:	\$ 65,000.00
Current Contract Spending:	\$ 160,661.45		4Q:	\$ 50,000.00
Expended This Quarter:	\$ 84.64	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ 1,142,253.91			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval         | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

The California Environmental Quality Act (CEQA) approval for the Mayhew Road to Bradshaw Road segment on Folsom Boulevard was issued in January 2019. The project is currently in the right-of-way and final design phases of work for a Phase 1 complete streets improvement project. All right of way acquisitions will involve and will be required from Sacramento Regional Transit (SacRT). The County is currently in discussions and negotiations regarding right of way with SacRT. Construction is currently scheduled to begin in spring of 2020.

# Measure A Capital Projects Quarterly Status Report



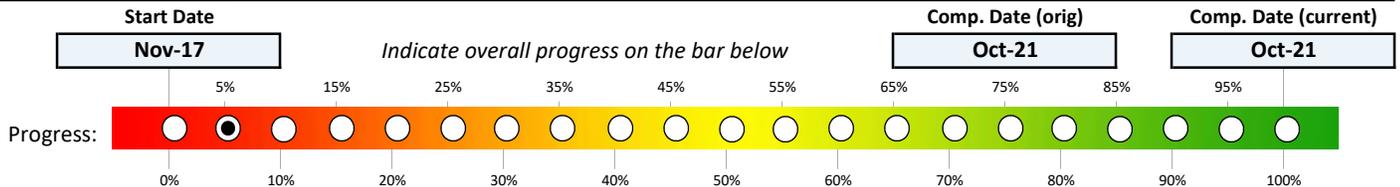
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Melissa Wright, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Greenback Lane Phase I - Fair Oaks Blvd. to Main Street</b>				
Sponsor Project ID Number:	<b>STOXEB</b>	STA Project ID Number:	<b>A-17-SC</b>		
Original Est. Project Cost:	\$ <b>41,716,000.00</b>	Current Est. Project Cost:	\$ <b>41,716,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>116,829.91</b>	Projected Spending	1Q:	\$	<b>50,000.00</b>
Previous Contract(s) Spending:	\$	<b>116,829.91</b>		2Q:	\$	<b>50,000.00</b>
Current Contract Amount:	\$	<b>2,900,000.00</b>		3Q:	\$	<b>50,000.00</b>
Current Contract Spending:	\$	<b>24,621.29</b>		4Q:	\$	<b>50,000.00</b>
Expended This Quarter:	\$	<b>255.98</b>		Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Total Remaining:	\$	<b>2,875,122.73</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

Prepared preliminary alignment plans for intersection improvements at Greenback Lane and Chestnut Avenue and for a roadway segment on Greenback Lane from Main Avenue to the Folsom City Limits.

Public outreach and community input on the proposed alignment will be solicited through public meetings and coordination with the Greenback Lane Orangevale Envisions (GLOVE) community group. This effort is expected to resume in late 2019.

# Measure A Capital Projects Quarterly Status Report



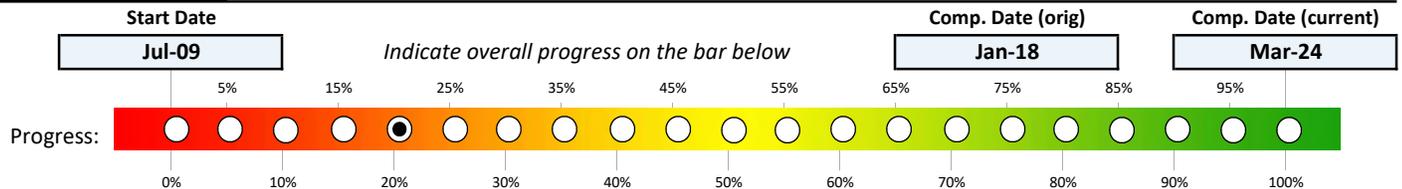
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Hazel Avenue Improvements – US Highway 50 to Folsom Blvd</b>				
Sponsor Project ID Number:	<b>STRL41</b>	STA Project ID Number:	<b>A-23-SC</b>		
Original Est. Project Cost:	\$ <b>61,268,182.00</b>	Current Est. Project Cost:	\$ <b>82,735,257.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>1,679,031.22</b>	Projected Spending	1Q:	\$ <b>75,000.00</b>
Previous Contract(s) Spending:	\$ <b>1,679,031.22</b>		2Q:	\$ <b>75,000.00</b>
Current Contract Amount:	\$ <b>10,750,000.00</b>		3Q:	\$ <b>75,000.00</b>
Current Contract Spending:	\$ <b>91,738.35</b>		4Q:	\$ <b>75,000.00</b>
Expended This Quarter:	\$ <b>43,825.69</b>	Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Total Remaining:	\$ <b>10,614,435.96</b>			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

The following Technical Studies were submitted to Caltrans for environmental review:

- Revised Air Quality Study Report-Approved 9/6/2017
- Revised Natural Environment Study-Submitted 5/16/2018
- Visual Impact Assessment-Signature page revisions re-submitted 1/22/2017
- Requested revisions to Biological Assessment (BA) are made and submitted BA to Caltrans week of 1/21/2019
- Fact Sheets for the project were approved on 12/17/2018.

In addition to these Technical Studies, SacDOT submitted final revisions to the Historic Property Survey Report/Archaeological Survey Report with the current Native American consultation updates on 6/11/2018.

Sacramento County is acting as the California Environmental Quality Act (CEQA) local lead agency in preparing a joint Environmental Impact Report/Environmental Assessment (EIR/EA) to analyze the environmental affects of the Project, located along US Highway 50 at Hazel Avenue. The federal lead agency in the National Environmental Policy Act (NEPA) document preparation, through delegated authority from the Federal Highway Administration, is the California Department of Transportation (Caltrans). The draft CEQA document is scheduled for submittal to Caltrans in August 2019 with public release expected in fall 2019.

# Measure A Capital Projects Quarterly Status Report



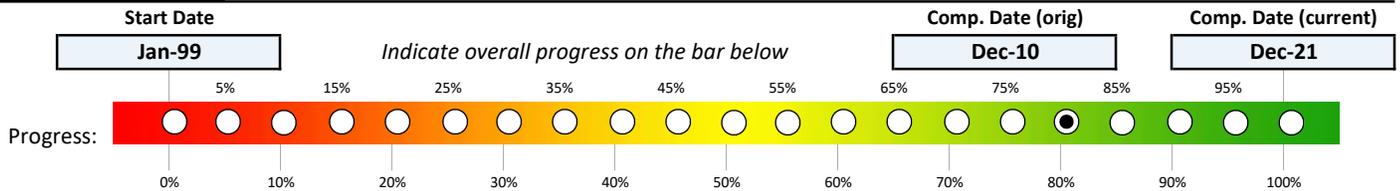
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Hazel Avenue Improvements, Phase 1 – US Highway 50 to Madison Avenue</b>				
Sponsor Project ID Number:	<b>ST0XCC;ST0XCJ;DV2L43;STRL43</b>	STA Project ID Number:	<b>A-21-SC</b>		
Original Est. Project Cost:	\$ <b>79,292,680.00</b>	Current Est. Project Cost:	\$ <b>110,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>33,999,043.75</b>	Projected Spending	1Q:	\$ <b>250,000.00</b>
Previous Contract(s) Spending:	\$ <b>33,999,043.75</b>		2Q:	\$ <b>250,000.00</b>
Current Contract Amount:	\$ <b>6,900,000.00</b>		3Q:	\$ <b>250,000.00</b>
Current Contract Spending:	\$ <b>761,604.71</b>		4Q:	\$ <b>250,000.00</b>
Expended This Quarter:	\$ <b>190,397.48</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ <b>5,947,997.81</b>			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval         | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

Hazel Avenue Widening Phase 1, US 50 to Curragh Downs Drive: Construction completed in Spring 2011.  
(Current Status: Completed)

Hazel Avenue Widening Phase 2, Curragh Downs Drive to Sunset Avenue: Construction Completed in July 2018.  
(Current Status: Completed)

Hazel Avenue Widening Phase 3, Sunset Avenue to Madison Avenue: The Phase 3 project is currently in the right-of-way acquisition and final design phases of work. Right of way acquisition is complete on 31 of 33 parcels for the Phase 3 project. Eminent Domain process is underway and should result in possession in November 2019. Once we have possession of the two remaining parcels, we will complete the right of way certification and submit the request for authorization to proceed with construction to Caltrans for authorization of federal funds. The project would then bid this winter and construction would begin in April 2020.

# Measure A Capital Projects Quarterly Status Report



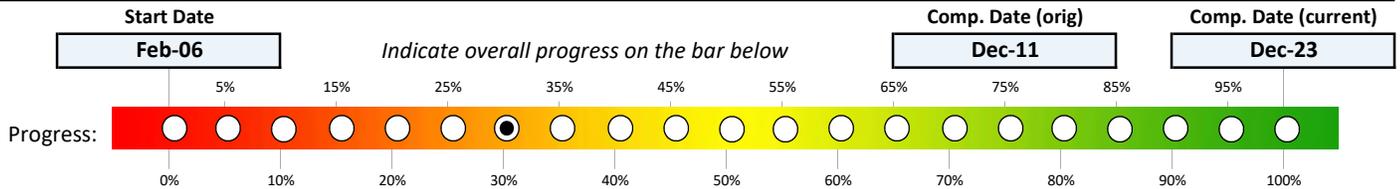
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Melissa Wright, Senior Civil Engineer</b>		
		Contact Info:	<b>(916)874-6291</b>		
Project Name:	<b>Madison Avenue Improvements, Phase 1 – Sunrise Blvd to Hazel Avenue</b>				
Sponsor Project ID Number:	<b>STOXAG</b>	STA Project ID Number:	<b>A-24-SC</b>		
Original Est. Project Cost:	\$ <b>19,929,143.00</b>	Current Est. Project Cost:	\$ <b>28,872,280.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>1,280,274.94</b>	Projected Spending	1Q:	\$	<b>50,000.00</b>
Previous Contract(s) Spending:	\$	<b>1,280,274.94</b>		2Q:	\$	<b>50,000.00</b>
Current Contract Amount:	\$	<b>3,000,000.00</b>		3Q:	\$	<b>50,000.00</b>
Current Contract Spending:	\$	<b>94,899.79</b>		4Q:	\$	<b>50,000.00</b>
Expended This Quarter:	\$	<b>40,607.42</b>	Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Total Remaining:	\$	<b>2,864,492.79</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

The project is currently in the environmental review stage for the hybrid alternative. The hybrid alternative consists of widening Madison Avenue to six lanes with some portions of Madison Avenue remaining at four lanes. This alternative is the preferred alternative due to less right-of-way and tree impacts than associated with the six lane project. The traffic study for the hybrid has been completed.

A public outreach and community input process will be conducted as the environmental review stage continues. This public outreach process is expected to move forward in late 2019.

# Measure A Capital Projects Quarterly Status Report



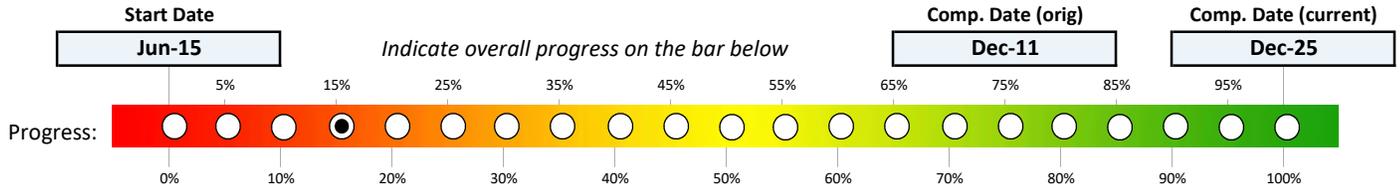
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>South Watt Avenue/Elk Grove-Florin Road Improvements, Phase 1 – Florin Road to State Route 16</b>				
Sponsor Project ID Number:	<b>STOXDG</b>	STA Project ID Number:	<b>A-27-SC</b>		
Original Est. Project Cost:	\$ <b>10,873,412.00</b>	Current Est. Project Cost:	\$ <b>30,182,360.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>3,159,720.99</b>	Projected Spending	1Q:	\$	<b>125,000.00</b>
Previous Contract(s) Spending:	\$	<b>3,159,720.99</b>		2Q:	\$	<b>125,000.00</b>
Current Contract Amount:	\$	<b>7,030,000.00</b>		3Q:	\$	<b>125,000.00</b>
Current Contract Spending:	\$	<b>135,440.19</b>		4Q:	\$	<b>125,000.00</b>
Expended This Quarter:	\$	<b>28,467.28</b>	Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Total Remaining:	\$	<b>6,866,092.53</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Not Started                          | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold                   | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

The project is currently in the preliminary phase of work. Roadway base survey is complete, a preliminary striping plan layout has been prepared, and coordination with utilities and affected agencies is underway to determine potential utility conflicts. Environmental review will be initiated by the end of the year. The Request For Proposal (RFP) process is complete and the County has selected a consultant. The contract is expected to be approved by the Board of Supervisors in September 2019.

# Measure A Capital Projects Quarterly Status Report



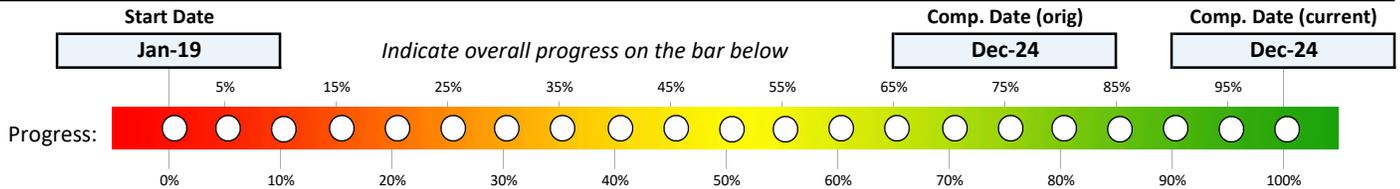
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Rick Carter</b>		
		Contact Info:	<b>(916) 874-5205</b>		
Project Name:	<b>Sunrise Blvd. Jackson Road to Grant Line Road</b>				
Sponsor Project ID Number:	<b>Not Assigned</b>	STA Project ID Number:	<b>A-31-SC</b>		
Original Est. Project Cost:	\$ <b>79,763,000.00</b>	Current Est. Project Cost:	\$ <b>79,763,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$	<b>20,000.00</b>
Previous Contract(s) Spending:	\$ -		2Q:	\$	<b>20,000.00</b>
Current Contract Amount:	\$ <b>2,400,000.00</b>		3Q:	\$	<b>20,000.00</b>
Current Contract Spending:	\$ -		4Q:	\$	<b>20,000.00</b>
Expended This Quarter:	\$ -				
Total Remaining:	\$ <b>2,400,000.00</b>				
				Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Not Started    | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

Possible construction for a Phase 1 Project at the intersection of Jackson Road at Sunrise Boulevard. This Phase 1 Project proposes to improve the existing intersection by adding capacity and improving operational efficiency. The Phase 1 Project will require coordination with the City of Rancho Cordova, Cordova Hills Development, and the Jackson Corridor Plan. The tentative completion date shown in the "Project Status" section of this report is for the Phase 1 Project.

# Measure A Capital Projects Quarterly Status Report



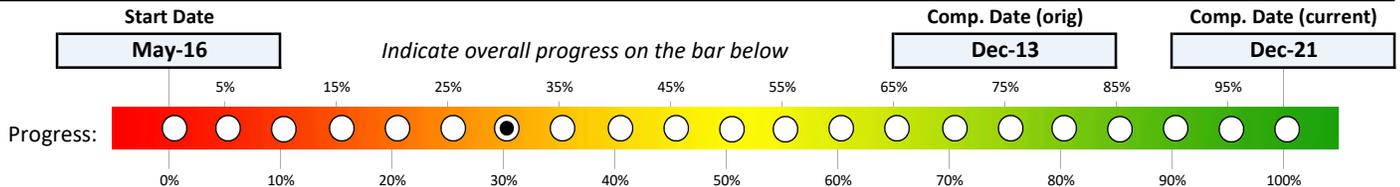
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Melissa Wright, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Watt Avenue Improvements – Antelope Road to Business Interstate 80</b>				
Sponsor Project ID Number:	<b>STOXDN</b>	STA Project ID Number:	<b>A-37-SC</b>		
Original Est. Project Cost:	\$ <b>40,825,817.00</b>	Current Est. Project Cost:	\$ <b>40,825,817.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>263,377.50</b>	Projected Spending	1Q:	\$ <b>40,000.00</b>
Previous Contract(s) Spending:	\$ <b>263,377.50</b>		2Q:	\$ <b>40,000.00</b>
Current Contract Amount:	\$ <b>3,345,000.00</b>		3Q:	\$ <b>150,000.00</b>
Current Contract Spending:	\$ <b>21,305.16</b>		4Q:	\$ <b>100,000.00</b>
Expended This Quarter:	\$ <b>43,166.69</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ <b>3,280,528.15</b>			

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval         | <input type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

Project improvements on this corridor are for a segment of Watt Avenue from Interstate 80 to Roseville Road. The preliminary design for this project will evaluate and coordinate a preferred alternative for a complete streets concept that will include sidewalk infill, Americans With Disabilities Act (ADA) improvements (curb ramps and bus stops), Class II bike lanes, and streetscape enhancements.

The California Environmental Quality Act (CEQA document-Mitigated Negative Declaration) was found to be adequate and complete by the Sacramento County Board of Supervisors on September 25, 2018. With additional federal funding to be received for this project, scope has been added, which will require the previously approved CEQA document to be amended. The process to amend the CEQA document has started. Preparation of the National Environmental Policy Act (NEPA) federal environmental document has also begun. Once CEQA is amended and NEPA approved, the right-of-way activities are tentatively scheduled to move forward in late 2019.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2019**      Fiscal Year: **2018/19**      Reporting Quarter: **4**

Agency: **City of Rancho Cordova**      Project Mgr: **Edgar Medina**  
 Contact Info: [emedina@cityofranhocordova.org](mailto:emedina@cityofranhocordova.org)

Project Name: **Folsom Blvd Improvements – Bradshaw Road to Sunrise Blvd**

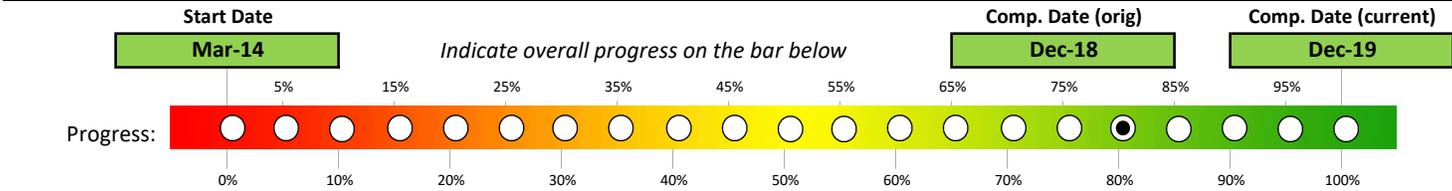
Sponsor Project ID Number:       STA Project ID Number: **A-14-RC**

Original Est. Project Cost: \$ **10,155,200.00**      Current Est. Project Cost: \$ **13,129,135.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>5,928,000.00</b>	Projected Spending	1Q:	\$	<b>700,000.00</b>
Previous Contract(s) Spending:	\$	<b>4,668,254.98</b>		2Q:	\$	<b>200,000.00</b>
Current Contract Amount:	\$	<b>5,466,095.60</b>		3Q:	\$	<b>500,000.00</b>
Current Contract Spending:	\$	<b>2,202,762.28</b>		4Q:	\$	<b>200,000.00</b>
Expended This Quarter:	\$	<b>386,581.12</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$	<b>4,136,497.22</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

### Explanation of Activities this Quarter and Additional Notes

Folsom IV: This phase of the project is currently under construction. We anticipate construction will be substantially complete during Q1 of FY19-20.

Folsom V: The City recently received a federal authorization for the construction phase of this project. The city anticipates the construction contract will be advertised and awarded during Q1 of FY19-20.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2019** Fiscal Year: **2018/19** Reporting Quarter: **4**

Agency: **City of Sacramento** Project Mgr: **Greg Taylor, Supervising Architect**  
Contact Info: **916-808-5268**

Project Name: **Downtown Intermodal Facility**

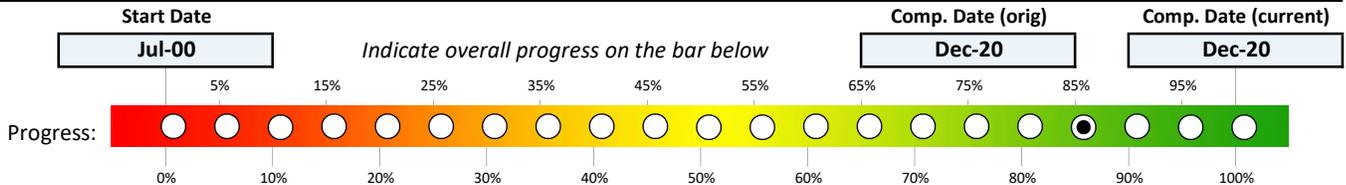
Sponsor Project ID Number: **T15029000** STA Project ID Number: **A-38-CS**

Original Est. Project Cost: \$ **200,000,000.00** Current Est. Project Cost: \$ **200,000,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>70,272,500.00</b>	Projected Spending	1Q:	\$	<b>100,000.00</b>
Previous Contract(s) Spending:	\$	<b>70,272,500.00</b>		2Q:	\$	<b>100,000.00</b>
Current Contract Amount:	\$	<b>19,823,000.00</b>		3Q:	\$	<b>100,000.00</b>
Current Contract Spending:	\$	<b>10,154,675.67</b>		4Q:	\$	<b>100,000.00</b>
Expended This Quarter:	\$	<b>27,452.14</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$	<b>9,640,872.19</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input checked="" type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input checked="" type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input checked="" type="checkbox"/> Completed                  |

### Explanation of Activities this Quarter and Additional Notes

Architectural consultant fees, vendor charges and city management labor for documentation of US Green Building Council LEED Platinum certification and Facility way-finding and informational signage, design and procurement will be extended through FY20 Q2 due to unanticipated review timelines and delays due to staffing availability. Completion at 94% of total CIP over past 7 years. Projected billings to end of FY20 Q1 estimated at \$5,000.

Planning for additional bike access to the station from F Street and from the West parking lot to improve bicycle safety and convenience, ongoing through FY20 Q2.

Overall City Management and Administration Labor for Intermodal projects continuing through FY20 Q1. Completion at 12% of total CIP. Projected billings to end of FY20 Q1 estimated at \$75,000.

Planning activities for light rail relocation and streetcar continuing through FY19 Q4. Completed.

Security improvements on-going for installation of new video surveillance and access control systems in building common areas continued through FY19 Q2. Completion at 74% of total CIP. Projected billings to end of FY20 Q1 estimated at \$20,000.

Phase 3 – Site Master Planning in progress, Phase 3 Intermodal planning consultant fees and city staff administrative and management costs, ongoing, continuing through FY20 Q1. Completion at 15% of total CIP. Projected billings estimated at \$200,000.

Contract extension has been approved per Sacramento Transportation Authority.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2019**      Fiscal Year: **2018/19**      Reporting Quarter: **4**

Agency: **City of Sacramento**      Project Mgr: **William Shunk, Senior Engineer**  
 Contact Info: **916-808-2986**

Project Name: **Interstate 5/Richards Blvd Interchange Upgrade**

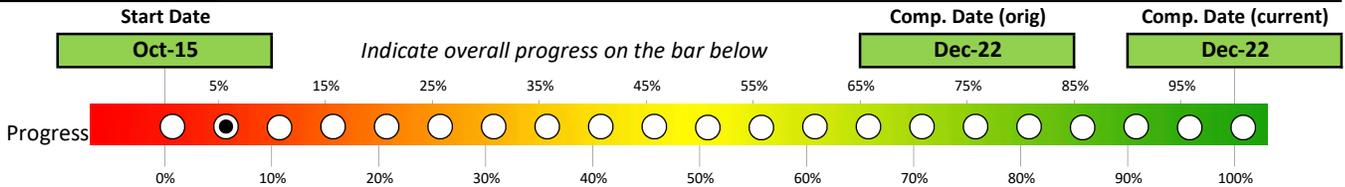
Sponsor Project ID Number: **T15165100**      STA Project ID Number: **A-52-CS**

Original Est. Project Cost: \$ **90,000,000.00**      Current Est. Project Cost: \$ **90,000,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	-	Projected Spending	1Q:	\$	100,000.00
Previous Contract(s) Spending:	\$	-		2Q:	\$	100,000.00
Current Contract Amount:	\$	3,115,861.73		3Q:	\$	100,000.00
Current Contract Spending:	\$	90,832.13		4Q:	\$	100,000.00
Expended This Quarter:	\$	29,058.75	Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$	2,995,970.85				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

The project team collected traffic counts for the interchange and has begun creating traffic models for the existing traffic conditions. Stakeholder outreach has begun in earnest with local business owners, residents, and community members to discuss the project, their observations of existing operations, and their current and future needs. Potential alternatives for the interchange are being developed and refined. Close coordination with Caltrans continues with bi-monthly meetings.

# Measure A Capital Projects Quarterly Status Report



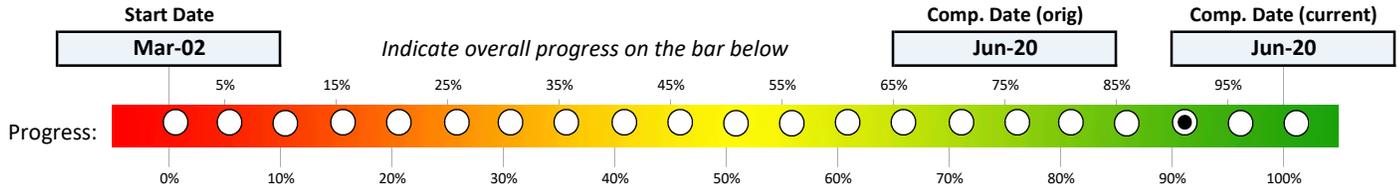
## PROJECT INFO

Quarter Ended:	<b>June 30, 2019</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>Sacramento Regional Transit</b>	Project Mgr:	<b>Darryl Abansado</b>		
Project Name:		<b>Light Rail Transit (LRT) Extension to the Airport - (GreenLine LR Extension)</b>			
Sponsor Project ID Number:	<b>R321/R322/R327</b>	STA Project ID Number:	<b>A-41-RT</b>		
Original Est. Project Cost:	\$ <b>129,461,323.00</b>	Current Est. Project Cost:	\$ <b>130,362,176.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>37,311,000.00</b>	Projected Spending	1Q:	\$	-
Previous Contract(s) Spending:	\$	<b>37,311,000.00</b>		2Q:	\$	-
Current Contract Amount:	\$	<b>622,232.29</b>		3Q:	\$	-
Current Contract Spending:	\$	<b>97,641.00</b>		4Q:	\$	-
Expended This Quarter:	\$	<b>524,591.29</b>		Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$	<b>(0.00)</b>				

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started                   | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input checked="" type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering     | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

**SVS Loop** - Staff is proceeding to obtain environmental clearance. Design work will be on hold until Streetcar direction is determined.

**Downtown/Ntomas/Airport Environmento Analysis** - Staff compiling Administrative Draft EIS / EIR review comments. Comments received from City of Sacramento, County of Sacramento, Caltrans, and SACOG. Held project meeting with FTA 06/19/19. Working on a detailed project schedule per FTA's request. Alternate alignments through the Sleep Train Arena are being considered, along with an all modes bridge crossing. Staff will request entry into PE once the draft EIS/EIR has been approved by FTA.



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 9**

**MEASURE A ONGOING PROGRAMS ANNUAL REPORT – JUNE 30, 2019**

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

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Receive and file the Measure A Ongoing Programs Annual Report for the period ending June 30, 2019.

**Discussion**

Total fiscal year 2018-19 revenue for the Measure A ongoing programs was \$102.08 million and expenditures were \$99.11 million. The program's fund balance increased \$3.10 million over the course of the year to \$52.29 million from \$49.19 million. The increased fund balance was due to revenue exceeding expenditures by \$2.97 million and interest income of approximately \$160,000. Those agencies/programs with the largest fund balance changes were the CTSA Set-Aside increase of \$1.33 million, Rancho Cordova's increase of \$1.14 million, and Galt and Elk Grove just under \$1 million each.

The City of Folsom reported a *negative* fund balance in their Traffic Safety and Control and Street Road Maintenance programs. According to agency staff, the City completed some projects that required funding in excess of the available Measure A funding. Therefore, General Fund resources were used to complete them, and the negative balances represent the Measure A funding shortfall. As Measure A revenue comes in, the money will be transferred to the General Fund thereby reducing the negative fund balance.

Please see the attached summary for details by jurisdiction and program.

Attachment

**SACRAMENTO TRANSPORTATION AUTHORITY  
MEASURE A ON-GOING PROGRAMS  
July 1, 2018 through June 30, 2019**

Program Category	July 1 2018	Allocations					Total Rev	Expenditures					Interest	June 30, 2019	June 30, 2018
		1st Qtr FY 2019	2nd Qtr FY 2019	3rd Qtr FY 2019	4th Qtr FY 2019	1st Qtr FY 2019		2nd Qtr FY 2019	3rd Qtr FY 2019	4th Qtr FY 2019	Total Exp				
Citrus Heights	Traffic Safety & Control	691,802	47,464	56,478	53,412	48,194	205,548	12,539	248,306	779	85,293	346,917	-	550,434	727,986
	Safety and Streetscaping	571,290	65,583	80,660	75,552	66,855	288,650	2,096	27,483	34,742	66,730	131,050	-	728,890	568,678
	Street & Road Maint	780,240	474,642	564,775	534,124	481,942	2,055,483	207,340	614,580	538,772	362,296	1,722,987	-	1,112,736	784,629
	<b>Total</b>	<b>2,081,293</b>	<b>587,689</b>	<b>701,913</b>	<b>663,088</b>	<b>596,991</b>	<b>2,549,681</b>	<b>221,974</b>	<b>890,369</b>	<b>574,292</b>	<b>514,319</b>	<b>2,200,954</b>	<b>-</b>	<b>2,430,020</b>	<b>2,081,293</b>
Elk Grove	Traffic Safety & Control	875,265	97,241	116,834	110,493	99,698	424,266	595,396	119,928	91,358	106,548	913,230	-	386,301	875,265
	Safety and Streetscaping	1,517,585	134,366	166,860	156,292	138,301	595,819	24,617	78,595	186,087	47,245	336,544	-	1,776,860	1,517,585
	Street & Road Maint	3,733,487	972,406	1,168,337	1,104,929	996,983	4,242,655	916,023	907,372	665,425	608,754	3,097,574	-	4,878,568	3,733,487
	<b>Total</b>	<b>6,126,337</b>	<b>1,204,013</b>	<b>1,452,031</b>	<b>1,371,714</b>	<b>1,234,982</b>	<b>5,262,740</b>	<b>1,536,036</b>	<b>1,105,895</b>	<b>942,870</b>	<b>762,547</b>	<b>4,347,348</b>	<b>-</b>	<b>7,041,729</b>	<b>6,126,337</b>
Folsom	Traffic Safety & Control	(11,029)	47,391	56,680	53,603	48,366	206,040	71,797	50,849	55,040	58,873	236,559	-	(41,548)	(11,029)
	Safety and Streetscaping	461,226	65,483	80,949	75,822	67,094	289,348	280,834	108,638	266,253	13,744	669,469	-	81,105	461,226
	Street & Road Maint	871,239	473,909	566,795	536,034	483,666	2,060,404	1,307,957	1,504,013	977,061	546,883	4,335,914	-	(1,404,271)	871,239
	<b>Total</b>	<b>1,321,436</b>	<b>586,783</b>	<b>704,424</b>	<b>665,459</b>	<b>599,126</b>	<b>2,555,792</b>	<b>1,660,588</b>	<b>1,663,500</b>	<b>1,298,354</b>	<b>619,500</b>	<b>5,241,942</b>	<b>-</b>	<b>(1,364,714)</b>	<b>1,321,436</b>
Rancho Cordova	Traffic Safety & Control	616,899	45,460	54,371	51,420	46,397	197,648	19,866	28,610	32,639	44,797	125,912	-	688,635	616,899
	Safety and Streetscaping	981,040	62,814	77,652	72,734	64,362	277,562	26,679	5,066	57,443	209,923	299,111	-	959,491	981,040
	Street & Road Maint	4,595,972	454,595	543,715	514,206	463,971	1,976,487	78,083	330,642	161,652	310,414	880,791	-	5,691,668	4,595,972
	<b>Total</b>	<b>6,193,911</b>	<b>562,869</b>	<b>675,738</b>	<b>638,360</b>	<b>574,730</b>	<b>2,451,697</b>	<b>124,628</b>	<b>364,318</b>	<b>251,734</b>	<b>565,134</b>	<b>1,305,814</b>	<b>-</b>	<b>7,339,794</b>	<b>6,193,911</b>
Sacramento	Traffic Safety & Control	3,429,956	277,150	332,395	314,355	283,644	1,207,544	167,378	626,111	131,476	384,656	1,309,621	-	3,327,879	3,429,956
	Safety and Streetscaping	3,780,260	382,960	474,720	444,654	393,469	1,695,803	(84,768)	424,298	188,195	343,566	871,291	-	4,604,772	3,780,260
	Street & Road Maint	3,179,126	2,771,499	3,323,948	3,143,550	2,836,441	12,075,438	1,540,489	5,528,967	2,719,487	2,489,317	12,278,260	-	2,976,304	3,179,126
	<b>Total</b>	<b>10,389,341</b>	<b>3,431,609</b>	<b>4,131,063</b>	<b>3,902,559</b>	<b>3,513,554</b>	<b>14,978,785</b>	<b>1,623,099</b>	<b>6,579,376</b>	<b>3,039,158</b>	<b>3,217,539</b>	<b>14,459,172</b>	<b>-</b>	<b>10,908,954</b>	<b>10,389,341</b>
County	Traffic Safety & Control	963,451	362,781	431,529	408,108	368,238	1,570,656	27,148	265,669	647,984	465,450	1,406,251	-	1,127,855	963,451
	Safety and Streetscaping	473,279	501,270	616,301	577,268	510,818	2,205,657	61,193	336,483	282,443	842,749	1,522,867	-	1,156,069	473,279
	Street & Road Maint	-	3,627,806	4,315,285	4,081,085	3,682,384	15,706,560	3,627,806	4,315,285	4,081,085	3,682,384	15,706,560	-	-	-
	<b>Total</b>	<b>1,436,730</b>	<b>4,491,857</b>	<b>5,363,115</b>	<b>5,066,461</b>	<b>4,561,440</b>	<b>19,482,873</b>	<b>3,716,147</b>	<b>4,917,437</b>	<b>5,011,512</b>	<b>4,990,582</b>	<b>18,635,679</b>	<b>-</b>	<b>2,283,924</b>	<b>1,436,730</b>
Isleton	Total Rev / Exp	16,473	11,924	14,225	13,459	12,154	51,761	6,172	12,795	13,715	30,683	63,364	-	4,869	16,473
Galt	Total Rev / Exp	3,009,262	298,095	355,627	336,463	303,840	1,294,025	191,950	91,750	17,372	21,104	322,176	-	3,981,112	3,009,262
SMAQMD	Total Rev / Exp	253,957	438,743	524,143	495,696	447,269	1,905,851	680,033	499,922	531,291	448,563	2,159,810	-	(2)	253,957
Paratransit	Total Rev / Exp	-	1,023,733	1,223,000	1,156,625	1,043,628	4,446,986	1,023,733	1,223,000	1,156,625	1,043,628	4,446,986	-	-	-
Sac Parks	Total Rev / Exp	-	250,001	249,999	250,000	250,000	1,000,000	150,462	143,642	101,393	299,288	694,785	-	305,215	(3)
SRTD	Total Rev / Exp	-	10,091,085	12,055,284	11,401,015	10,287,195	43,834,580	10,091,085	12,055,284	11,401,015	10,287,195	43,834,580	-	-	-
Neigh Shuttle	Total Rev / Exp	9,089,486	250,000	250,000	250,000	250,000	1,000,000	253,500	286,500	287,499	574,998	1,402,497	154,522	8,841,511	9,172,819
CTSA	Total Rev / Exp	9,086,839	292,495	349,429	330,464	298,180	1,270,568	-	-	-	-	-	158,840	10,516,247	9,188,850
<b>Total Activity</b>	<b>49,005,065</b>	<b>23,520,897</b>	<b>28,049,990</b>	<b>26,541,363</b>	<b>23,973,089</b>	<b>102,085,339</b>	<b>21,279,408</b>	<b>29,833,788</b>	<b>24,626,831</b>	<b>23,375,079</b>	<b>99,115,107</b>	<b>313,362</b>	<b>52,288,659</b>	<b>49,190,406</b>	



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 10**

**MEASURE A EXPENDITURE PLAN DEVELOPMENT**

Action Requested: Provide Direction to Consultant Team

Prepared By: Norman Hom, Executive Director

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**Background**

Last November, the STA Governing Board selected a consulting team lead by Townsend|Calkin|Tapio Public Affairs to conduct public education, community outreach, and opinion research and to create the transportation expenditure plan and ballot language for a potential November 2020 sales tax measure.

**Discussion**

Today's is the first of four consecutive Board meetings scheduled for the development of the Expenditure Plan. The consultant team will kick off the effort today by reporting on progress to date, presenting findings, and laying out the development process, timeline, and next steps.

Any written materials will be distributed at the meeting.



**SEPTEMBER 12, 2019**

**AGENDA ITEM # 12**

**CLOSED SESSION:**

**California Government Code §54957(b)(1)**

**PUBLIC EMPLOYEE APPOINTMENT**

**Title: Executive Director**

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For this item, the Board will adjourn to Closed Session in Hearing Room 1. Hearing Room 1 is immediately to the left upon exiting the Board Chamber's rear doors.

Following the closed session, the Board will reconvene in the Board Chamber and the Chair will announce what action, if any, was taken during the closed session.