



## AGENDA

### Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority (SAVSA)

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

**THURSDAY**

**MARCH 14, 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, 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 Sunday; please check your local listing for more information.

Members of the audience wishing to address the Board should complete a speaker identification form 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 (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*

#### CONSENT ITEMS

3. Action Summary: February 14, 2018 STA Governing Board Meeting ◀
4. Measure A FY 2019 2<sup>nd</sup> Quarter Budget-to-Actual Analysis
5. Measure A FY 2019 2<sup>nd</sup> Quarter Project Status Reports

*Norman Hom*

*Timothy Jones*

*Timothy Jones*

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# AGENDA

## Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority

February 14, 2019

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### CONSENT ITEMS (Continued)

- |  |                      |
|--|----------------------|
| 6. Sacramento Abandoned Vehicle Abatement Program<br>FY 2019 2nd Quarter Status Report | <i>Jennifer Doll</i> |
| 7. SacMetro Freeway Service Patrol FY 2019 2 <sup>nd</sup> Quarter Status Report       | <i>Jennifer Doll</i> |
| 8. SacMetro Freeway Service Patrol Contract Award for Zones 5 and 6 ◀                  | <i>Jennifer Doll</i> |

### SEPARATE ITEMS

- |   |   |
|---|---|
| 9. Unmet Transportation Needs Presentations |   |
| • City of Elk Grove                         | <i>Bob Murdoch, Public Works Director<br/>Kevin Bewsey, Capital Program Manager</i> |
| • City of Folsom                            | <i>Mark Rackovan, Engineering Manager</i>   |
| • City of Rancho Cordova                    | <i>Albert Stricker, Public Works Director</i>                                       |
| • Capital South East Connector JPA          | <i>Derek Minnema, Executive Director</i>  |
| 10. Comments of Authority Members           | <i>All</i>  |

◀ *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).



**MARCH 14, 2019**

**AGENDA ITEM # 2**

**EXECUTIVE DIRECTOR'S REPORT**

Action Requested: Receive and File

Key Staff: Norman Hom, Executive Director

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**Administration**

At the February 14 Board meeting, the Board directed a follow-up to a complaint by Mr. Jeffery Tardaguila regarding the absence of posted STA agendas in the County Administration Building lobby. According to STA Board Clerk Renae McClain-White, the posting of physical notices on lobby bulletin boards has been relocated from the bulletin board to the kiosk immediately across from the security desk, consistent with current County practices. Security desk staff also have a list of meetings in the Board Chambers that is updated daily. STA meetings are also noticed on the STA website at [www.sacta.org](http://www.sacta.org). **The STA Governing Board regularly meets at 1:30 p.m. on the second Thursday of every month except July** (although the June meeting this year is cancelled due to Chamber and County Board member unavailability).

**Measure A**

Measure A sales tax received in February 2019 were **\$12.134 million**. This compares favorably to the \$11.198 million received in February 2018.

**Senate Bill (SB) 1**

The California Transportation Commission has announced the first workshops regarding the 2020 SB 1 competitive programs in the Local Partnership Program (LPP), Solutions for Congested Corridors Program (SCCP) and the Trade Corridor Enhancement Program (TCEP). The northern California workshop is scheduled for March 21 from 9:00 a.m. to 3:00 p.m. at the Caltrans Building, 1500 5<sup>th</sup> Street, Sacramento. **All local agencies are encouraged to send staff representatives to help shape the implementation guidelines.** Meeting notice attached.

**Independent Taxpayer Oversight Committee**

The Measure A Independent Taxpayer Oversight Committee (ITOC) is working toward presenting new performance measure objectives to the Board in April and engaging an independent firm for the performance audit in May. The ITOC next meets March 21, 2019 in Hearing Room 1 at 700 H Street, Sacramento, at 4:00 p.m. For more information, please check the ITOC website at [www.sacitoc.org](http://www.sacitoc.org). Members of the public are encouraged to attend.

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

On March 7, Caltrans notified all FSP programs of their preliminary FY 2018/19 (current fiscal year) SB 1 allocations for new or restored FSP service. SacMetro FSP will receive at least \$1.026 million and which could be more depending on which other programs in the state opt into the funding.

Four qualified firms submitted bids in response to our February 12, 2019 Request for Bids for SacMetro FSP Zones 5 (Interstate 80) and 6 (Interstate 5). The low bidder for both zones was Sierra Hart Auto Service. Staff asks for Board approval of the contracts with Sierra Hart in agenda item 8. Sierra Hart is tentatively scheduled to begin FSP service under these contracts in September.

### **Looking Ahead**

Items tentatively planned for upcoming STA Governing Board meetings:

#### April 11, 2019

- Unmet Transportation Needs Presentations: Citrus Heights, Galt, Isleton, and Sacramento
- FY 2019/20 STA Draft Budget
- Sacramento County Traffic Mitigation Fee Program (SCTMFP) Fee Adjustment

#### May 9, 2019

- Unmet Transportation Needs Presentations: County of Sacramento, Caltrans
- Cosumnes River Permanent Open Space Preserve Fund
- Measure A Capital Contracts
- FY 2019/20 STA Final Budget

(No Board meeting in June or July)

#### August 8, 2019

- Unmet Transportation Needs Presentations: Sacramento Metropolitan Air Quality Management District (SMAQMD), Paratransit, and Sacramento Regional Transit District (SacRT)
- Measure A 5-Year Expenditure Plans: SMAQMD, Paratransit, and SacRT

#### September 12, 2019

- Measure A Performance Audit
- Measure A Decennial Report
- Listening Tour Final Report
- Unmet Transportation Needs Summary
- Transportation Expenditure Plan Development Kickoff

#### October 10, 2019 • November 14, 2019 • December 12, 2019

- Transportation Expenditure Plan Development



**MARCH 14, 2019**

**AGENDA ITEM # 3**

**ACTION SUMMARY: FEBRUARY 14 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 February 14, 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** February 14, 2019 **1:30 PM**

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**MEMBERS:** LARRY CARR, , SUE FROST, GARRETT GATEWOOD, ERIC GUERRA, STEVE HANSEN, JEFF HARRIS (Chair), KERRI HOWELL, PATRICK HUME, PATRICK KENNEDY, RICH LOZANO, STEVE MILLER, DON NOTTOLI, JAY SCHENIRER, SUSAN PETERS (Chair), PHIL SERNA, DARREN SUEN (Vice-Chair)

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

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**PLEDGE OF ALLEGIANCE**

## **PARLIAMENTARY ITEM**

### **1. Selection of Chair and Vice Chair for Calendar Year 2019**

1:33 PM Board Action: Jeff Harris/Jay Schenirer - Nominated Director Susan Peters as Chair.

AYES: 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, Susan Peters, Phil Serna, Darren Suen

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

1:35 PM Board Action: Steve Hansen/ Susan Peters - Nominated Director Darren Suen as Vice Chair.

AYES: 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, Susan Peters, Phil Serna, Darren Suen

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

## **COMMENTS ITEMS**

### **2. Comments From The Public Regarding Matters Not On The Agenda**

1:45 PM Board Action: Allison MacLeod addressed the Board regarding the Valley Rail Project.

1:50 PM Board Action: Jeffrey Tardiguila addressed the Board regarding notifying the public of upcoming meetings and contacts regarding the Transportation Tax initiative.

### **3. Executive Director's Report**

1:27 PM Board Action: Executive Director Hom welcomed new members Rich Lozano representing the City of Galt and Stever Miller representing the City of Citrus Heights and their alternatives Paul Sandhu and Porsche Middleton. Director Hom announced that the Sacramento Area Council of Government (SACOG) is holding an informational meeting regarding the draft of the Metropolitan Transportation for 2020 immediately following today's meeting.

## **CONSENT ITEMS**

### **4. Action Summary: December 8, 2018 STA Governing Board Meeting**

1:58 PM Board Action: Steve Hansen/ Patrick Kennedy - Approved the December 8, 2018 STA action summary.

AYES: Larry Carr, Sue Frost, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Rich Lozano, Don Nottoli, Jay Schenirer, Susan Peters, Phil Serna, Darren Suen

NOES: (None)

ABSTAIN: Steve Miller

ABSENT: Garrett Gatewood

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

## **SEPARATE ITEMS**

### **5. Presentation: Senate Bill 1 and Its Impacts on Sacramento County**

1:59 PM Board Action: Presentation was made. No Board action.

### **6. Public Education, Community Outreach, Opinion Research, and Expenditure Plan Development Program Update**

2:18 PM Board Action: Presentation was made. No Board action.

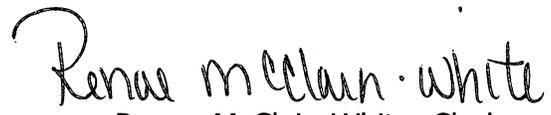
### **7. Comments Of Authority Members**

2:25 PM Board Action: Director Howell announced this year is the 100th Birthday for the Rainbow Bridge in Folsom. Festivities to continue for 100 days.

Director Suen thanked Director Harris and the members for their support.

Adjourned at 2:31 PM

Respectfully Submitted,

  
Renae McClain-White, Clerk  
Board of Directors



**MARCH 14, 2019**

**AGENDA ITEM # 4**

**MEASURE A BUDGET-TO-ACTUAL REPORTS – 2ND QUARTER FISCAL YEAR 2019**

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

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Each quarter Authority staff prepares 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 through the end of the second quarter of fiscal year 2019 – December 31, 2018.

There are several material variances in the General Fund:

1. Sales tax revenue is higher than expected by \$4.321 million because some revenue collected in the last quarter of fiscal year 2018 was not remitted until fiscal year 2019. The California Department of Tax and Fee Administration implemented a new revenue tracking system that caused a delay in processing some remittances.
2. Interest revenue related to our interest rate swap program came in \$975,281 higher than expected due to increased interest rates.
3. Capital program expenditures are lower than expected by \$2.444 million because construction bids came in much higher than expected, delaying the start of construction on some projects.

The budget to actual amounts for SAVSA, FSP, and administration programs were all on-track.

Attachments

**BUDGET TO ACTUAL ANALYSIS**  
**STA General Fund**  
**Quarter Ending December 31, 2018 (accrual basis)**

FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments	
<b>Revenue:</b>					
Sales Tax	\$129,372,000	\$64,686,000	\$69,006,631	\$4,320,631	Receipt of Q4 FY 2018 Sales Tax receipts delayed until FY 2019 because of issues at CDTFA, increasing the amount of revenue in FY 2019 by an undetermined amount
Mitigation Fees	6,000,000	-	30,000	30,000	Good
Interest	2,441,000	1,220,500	2,195,781	975,281	Swap interest revenue trending higher than expected because of interest rate increases.
<b>Total New Revenue</b>	<b>137,813,000</b>	<b>65,906,500</b>	<b>71,232,411</b>	<b>5,325,911</b>	See above
Beginning Fund Balance	42,092,740	42,092,740	46,696,725	4,603,985	Actual beginning fund balance is from audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$179,905,740</b>	<b>\$107,999,240</b>	<b>\$117,929,136</b>	<b>\$9,929,896</b>	See above
<b>Appropriations:</b>					
Ongoing allocations to Measure A Entities	\$102,061,296	\$51,030,648	\$54,415,190	\$3,384,542	Sales tax revenue is higher than expected so allocations are too
Capital Improvement Program	47,207,000	4,497,410	2,053,628	(2,443,782)	Expected per June 2018 capital status reports. Spending is much lower than expected because construction bids are coming in much higher than expected, delaying the start of construction.
<b>Total Appropriations</b>	<b>149,268,296</b>	<b>55,528,058</b>	<b>56,468,818</b>	<b>940,760</b>	Should see increased spending later in the fiscal year. see above
<b>Other Financing Sources (Uses):</b>					
Transfers out (to the Debt Service Fund)	(22,300,000)	(11,150,000)	(11,774,458)	(624,458)	Good
<b>Total Financing Sources (Uses)</b>	<b>(22,300,000)</b>	<b>(11,150,000)</b>	<b>(11,774,458)</b>	<b>(624,458)</b>	see above
Ending Fund Balance	\$8,337,444	\$41,321,182	\$49,685,860	-	Cash balance \$41,514,685

**BUDGET TO ACTUAL ANALYSIS**  
**SacMetro Freeway Service Patrol (FSP)**  
**Quarter Ending December 31, 2018 (accrual basis)**

FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments	
<b>Revenue:</b>					
State Allocation	\$1,199,457	-	-	-	State allocation is expected beginning in Q3
SB 1	790,542	-	-	-	SB 1 allocation is expected beginning in Q3
CVR-SAFE*	497,500	497,500	748,000	250,500	Budget reflects allocation reduced because of SB 1 funding
<b>Total Revenue</b>	<b>2,487,499</b>	<b>497,500</b>	<b>748,000</b>	<b>250,500</b>	See above
Beginning Fund Balance	638,581	638,581	331,181	(307,400)	Actual beginning fund balance is from the audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$3,126,080</b>	<b>\$1,136,081</b>	<b>\$1,079,181</b>	<b>(\$56,900)</b>	See above
<b>Appropriations:</b>					
Salaries and Benefits	\$139,346	\$69,673	\$63,269	(\$6,404)	Good
Overhead	58,593	14,648	9,306	(5,343)	Good
Conferences and Travel	1,100	550	475	(75)	Good
Communications	49,970	24,985	20,370	(4,615)	Good
Professional Services	-	-	-	-	Charges expected beginning in Q3
Other Operating Expenditures	3,750	1,875	713	(1,162)	Good
Contractors	2,020,265	1,010,133	796,204	(213,928)	FSP vendor lost portion of contract, reducing costs in Q2
<b>Total Appropriations</b>	<b>2,273,024</b>	<b>1,121,864</b>	<b>890,337</b>	<b>(231,527)</b>	See above
Ending Fund Balance	\$853,056	\$14,217	\$188,844	-	Cash balance \$264,441

**BUDGET TO ACTUAL ANALYSIS**  
**Sacramento Abandoned Vehicle Service Authority (SAVSA)**  
**Quarter Ending December 31, 2018 (accrual basis)**

	FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments
<b>Revenue:</b>					
Vehicle License Fees	\$1,258,677	\$329,794	\$329,794	-	Good
Interest	400	100	702	602	Rising interest rates and increased fund balance provided more interest revenue than projected
<b>Total Revenue</b>	1,259,077	329,894	330,496	\$602	See above
Beginning Fund Balance	-	-	160,919		Actual beginning fund balance is from audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$1,259,077	\$329,894	\$491,415	-	
<b>Appropriations:</b>					
Contributions to SAVSA Entities	\$1,231,473	\$324,377	\$324,377	-	Good
Salaries and Overhead	27,604	6,901	5,416	(1,485)	Good
<b>Total Appropriations</b>	1,259,077	331,278	329,794	(1,485)	See above
Ending Fund Balance	-	(\$1,385)	\$161,621	-	Cash balance \$205,774

**BUDGET TO ACTUAL ANALYSIS**  
**STA Administration**  
**Quarter Ending December 31, 2018 (accrual basis)**

**Revenue:**

FY 19 Budget	Expected Amount	Actual Amount	Expected/Actual Variance	Comments	
Sales Tax	\$952,699	\$476,350	\$508,259	\$31,909	Good
Other	1,500	375	29	(346)	Checking account interest rate very low and low cash balance
<b>Total New Revenue</b>	954,199	476,725	508,288	31,563	See above
Beginning Fund Balance	465,766	465,766	664,031	198,265	Actual beginning fund balance is from audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$1,419,965	\$942,491	\$1,172,319	\$229,828	See above

**Appropriations:**

Salaries and Benefits	\$400,736	\$200,368	\$190,768	(\$9,600)	Expected staff COLA did not materialize until late in Q2
CalPERS Unfunded Liability	52,010	52,010	70,306	18,296	Actual amount will be less when a portion of the cost is allocated to FSP and SAVSA in Q3
Rent	24,467	12,234	10,800	(1,434)	Good
Conferences and Travel	6,000	3,000	1,457	(1,543)	Good
Insurance	14,547	7,273.50	5,751	(1,523)	Good
Professional Services	354,400	31,540	31,540	-	Most charges will come later in the fiscal year when the outreach consultant begins billing
ITOC	113,000	588	588	-	Charges for the fiscal audit will be incurred in Q3
Other Operating Expenditures	16,000	8,000	7,139	(861)	Good
<b>Total Appropriations</b>	981,160	315,013	318,349	3,336	see above
Ending Fund Balance	\$438,805	\$627,477	\$853,970	-	Cash balance \$683,064



**MARCH 14, 2019**

**AGENDA ITEM # 5**

**CAPITAL PROJECT STATUS REPORTS – DECEMBER 31, 2018**

Action Requested: Receive and File

Presenter: 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. Folsom Blvd. Watt Ave. to Bradshaw Rd. (County of Sacramento)
4. Hazel Ave. Improvements – US 50 to Folsom Blvd. (County of Sacramento)
5. Greenback Lane, Phase 1 – Fair Oaks Blvd. to Main (County of Sacramento)
6. Hazel Ave. Improvements, Phase 1 – US 50 to Madison Ave. (County of Sacramento)
7. Madison Ave Improvements, Phase 1 – Sunrise Blvd. to Hazel Ave. (County of Sacramento)
8. South Watt Ave./Elk Grove-Florin Road Improvements, Phase 1 – Florin Road to State Route 16 (County of Sacramento)
9. Sunrise Blvd. Jackson Rd. to Grantline Rd. (County of Sacramento)
10. Watt Ave. Improvements – Antelope Road to Business 80 (County of Sacramento)
11. Capital SouthEast Connector (Connector JPA)
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: **December 31, 2018** Fiscal Year: **2018/19** Reporting Quarter: **2**

Agency: **California Department of Transportation** Project Mgr: **Clark A. Peri**  
Contact Info: **916-825-8168**

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

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

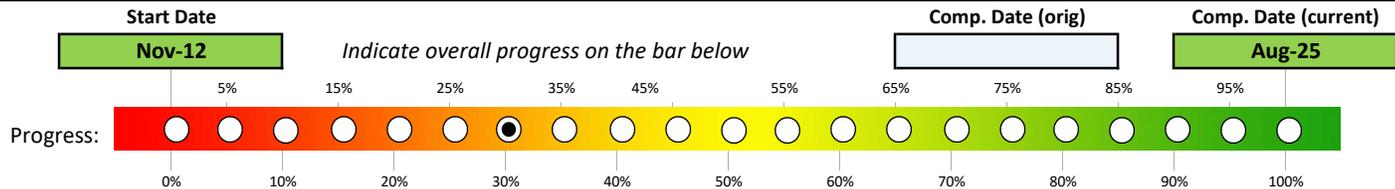
Original Est. Project Cost: \$ **68,315,000.00** Current Est. Project Cost: \$ **147,480,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>15,945,604.00</b>	Projected Spending	3Q:	\$	<b>200,000.00</b>
Previous Contract(s) Spending:		<b>14,480,883.35</b>		4Q:	\$	<b>200,000.00</b>
Current Contract Amount:	\$	<b>12,500,000.00</b>		1Q:	\$	<b>400,000.00</b>
Expended This Quarter:	\$	<b>81,611.64</b>		2Q:	\$	<b>200,000.00</b>
Total Remaining:	\$	<b>13,883,109.01</b>				

Measure A Funds Used for Local Match?  Yes  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

- Bridge, roadway and electrical design continued in this quarter.
- 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 design.
- 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. The project has been selected for an innovative delivery method of Design-Build instead of traditional Caltrans delivery method of Design-Bid-Build. The HOV lanes project is expected to be combined with the US 50 Rehabilitation project that has already been funded by State Highway Operation and Protection Program (SHOPP). The combined project is expected to be advertised for Design-Build contract in April 2019.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **December 31, 2018** Fiscal Year: **2018/19** Reporting Quarter: **2**

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**

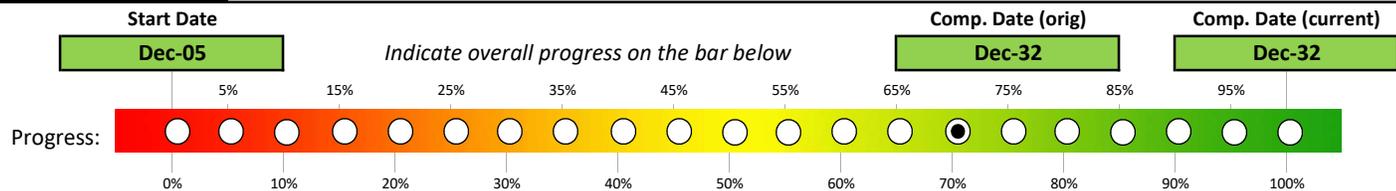
Original Est. Project Cost: \$ **188,479,000.00** Current Est. Project Cost: \$ **125,530,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>3,185,464.00</b>	Projected Spending	3Q:	\$	<b>2,362,500.00</b>
Previous Contract(s) Spending:	\$	<b>3,185,464.00</b>		4Q:	\$	<b>2,362,500.00</b>
Current Contract Amount:	\$	<b>30,000,000.00</b>		1Q:	\$	<b>2,362,500.00</b>
Expended This Quarter:	\$	<b>-</b>		2Q:	\$	<b>2,362,500.00</b>
Total Remaining:	\$	<b>30,000,000.00</b>				

Measure A Funds Used for Local Match?  Yes  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

The low bidder on the project was deemed unresponsive and project was not awarded. The contract was repackaged to be re-advertised in January 2019. Bid amounts have been on the increase on roadway construction projects. Taking this into consideration the repackaged contract included an additive bid item for a portion of the project limits between Morrison Creek and the southerly terminus. In the event that contract bids exceed the budget amount, the additive bid item will be removed from the project.

The project is anticipated to have an approved construction contract mid-May 2019. An estimate of expenditures for fiscal year 19/20 are shown starting July 1, 2019.

# Measure A Capital Projects Quarterly Status Report



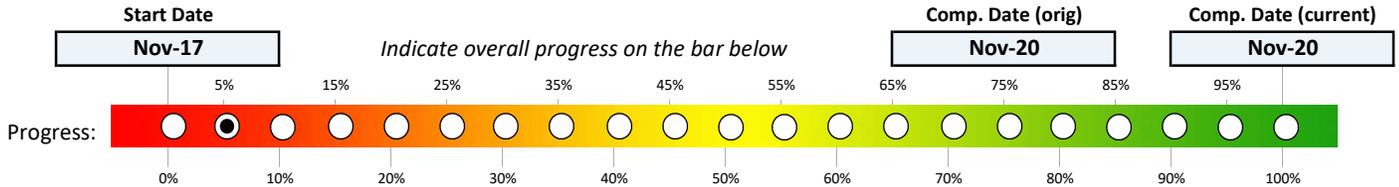
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</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	3Q:	\$ 75,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$ 75,000.00
Current Contract Amount:	\$ 1,303,000.00		1Q:	\$ 62,500.00
Current Contract Spending:	\$ -		2Q:	\$ 62,500.00
Expended This Quarter:	\$ 94,246.46	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ 1,208,753.54			

## 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 was issued in January 2019. The project is currently in the right-of-way acquisition phase of work for a Phase 1 complete streets improvement project from Mayhew Road to Bradshaw Road. Construction is currently scheduled to begin in spring of 2020.

# Measure A Capital Projects Quarterly Status Report



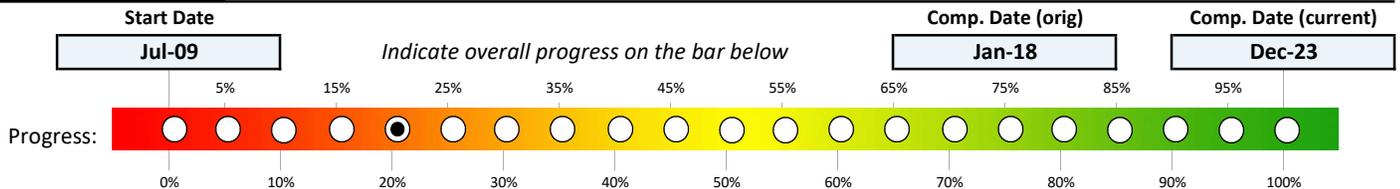
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</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	3Q:	\$ <b>50,000.00</b>
Previous Contract(s) Spending:	\$ <b>1,679,031.22</b>		4Q:	\$ <b>100,000.00</b>
Current Contract Amount:	\$ <b>10,750,000.00</b>		1Q:	\$ <b>100,000.00</b>
Current Contract Spending:	\$ <b>8,411.25</b>		2Q:	\$ <b>150,000.00</b>
Expended This Quarter:	\$ <b>14,345.49</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ <b>10,727,243.26</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). Caltrans to provide EIR/EA comments by 1/24/2019.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

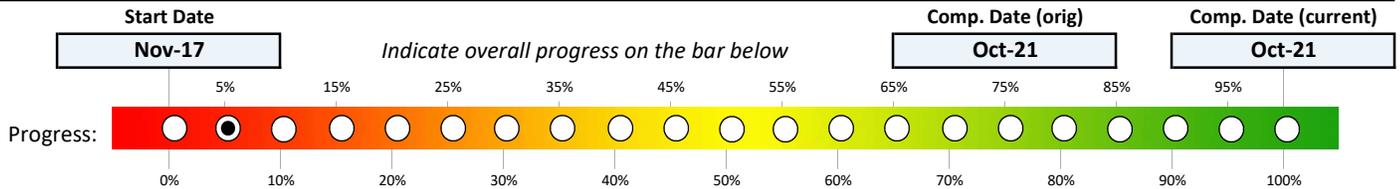
Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Melissa Wright, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Greenback Lane Phase I - Fair Oaks Blvd. to Main Street</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>48,095.91</b>	Projected Spending	3Q:	\$	<b>16,500.00</b>
Previous Contract(s) Spending:	\$	<b>48,095.91</b>		4Q:	\$	<b>16,500.00</b>
Current Contract Amount:	\$	<b>2,900,000.00</b>		1Q:	\$	<b>125,000.00</b>
Current Contract Spending:	\$	<b>184.14</b>		2Q:	\$	<b>125,000.00</b>
Expended This Quarter:	\$	<b>16,125.18</b>				
Total Remaining:	\$	<b>2,883,690.68</b>				

Measure A Funds Used for Local Match?  Yes  No

## 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 also for a roadway segment on Greenback Lane at 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 2019.

# Measure A Capital Projects Quarterly Status Report



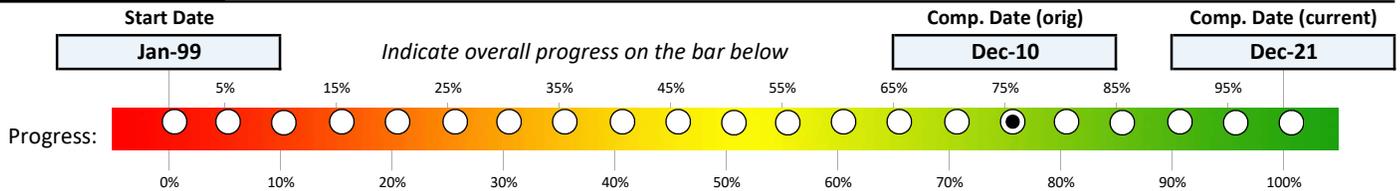
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</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>33,999,044.23</b>	Projected Spending	3Q:	\$ <b>257,000.00</b>
Previous Contract(s) Spending:	\$ <b>33,999,044.23</b>		4Q:	\$ <b>257,000.00</b>
Current Contract Amount:	\$ <b>6,900,000.00</b>	1Q:	\$ <b>500,000.00</b>	
Current Contract Spending:	\$ <b>-</b>	2Q:	\$ <b>500,000.00</b>	
Expended This Quarter:	\$ <b>485,703.11</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ <b>6,414,296.89</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 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

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. Construction is tentatively scheduled to begin in December 2019 with completion in December 2021. (Current Status: Final Design; Right-of-way Acquisition). The right-of-way acquisition is complete on 22 of 33 parcels for the Phase 3 project. For the remaining 11 properties, Resolutions of Necessity, the first step in the eminent domain process, are scheduled to be at the County Board of Supervisors meeting in March 2019.

# Measure A Capital Projects Quarterly Status Report



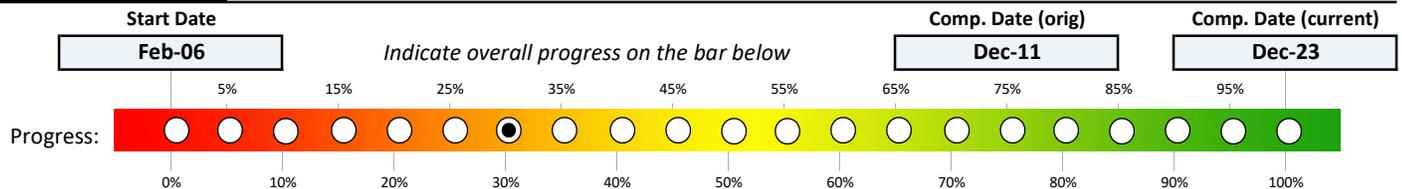
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</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>1,233,818.20</b>	Projected Spending	3Q:	\$	<b>71,500.00</b>
Previous Contract(s) Spending:	\$ <b>1,233,818.20</b>		4Q:	\$	<b>71,500.00</b>
Current Contract Amount:	\$ <b>3,000,000.00</b>		1Q:	\$	<b>50,000.00</b>
Current Contract Spending:	\$ <b>26,559.80</b>		2Q:	\$	<b>50,000.00</b>
Expended This Quarter:	\$ <b>30,134.05</b>				
Total Remaining:	\$ <b>2,943,306.15</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 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 the spring of 2019.

# Measure A Capital Projects Quarterly Status Report



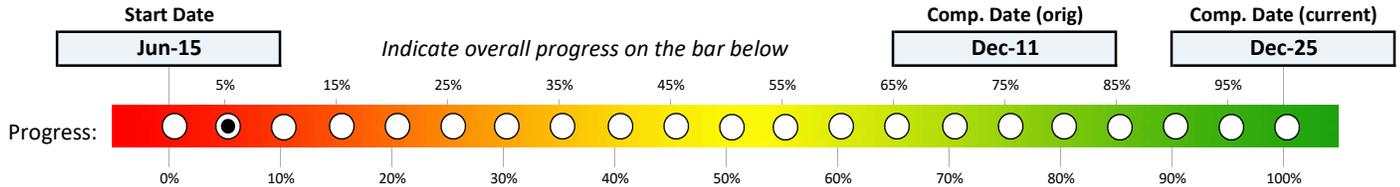
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</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>3,160,106.99</b>	Projected Spending	3Q:	\$	<b>171,500.00</b>
Previous Contract(s) Spending:	\$ <b>3,160,106.99</b>		4Q:	\$	<b>171,500.00</b>
Current Contract Amount:	\$ <b>7,030,000.00</b>		1Q:	\$	<b>150,000.00</b>
Current Contract Spending:	\$ <b>-</b>		2Q:	\$	<b>150,000.00</b>
Expended This Quarter:	\$ <b>106,382.13</b>				
Total Remaining:	\$ <b>6,923,617.87</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):

- |   |  |   |
|---|--|---|
| <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 fiscal year. Preparation of request for proposal for design services of the entire project including the bridge at Morrison Creek is currently underway.



# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **December 31, 2018** Fiscal Year: **2018/19** Reporting Quarter: **2**

Agency: **County of Sacramento** Project Mgr: **Melissa Wright, Senior Civil Engineer**  
Contact Info: **(916) 874-6291**

Project Name: **Watt Avenue Improvements – Antelope Road to Business Interstate 80**

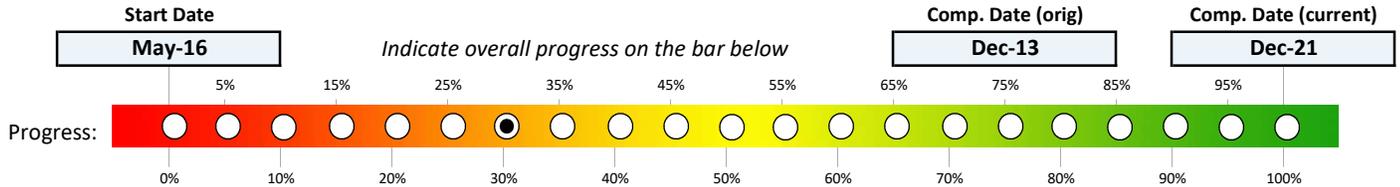
Sponsor Project ID Number: **STOXDN** STA Project ID Number: **A-37-SC**

Original Est. Project Cost: \$ **40,825,817.00** Current Est. Project Cost: \$ **40,825,817.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>263,377.50</b>	Projected Spending	3Q:	\$	<b>73,500.00</b>
Previous Contract(s) Spending:	\$	<b>263,377.50</b>		4Q:	\$	<b>73,500.00</b>
Current Contract Amount:	\$	<b>3,345,000.00</b>	1Q:	\$	<b>218,500.00</b>	
Current Contract Spending:	\$	<b>1,909.08</b>		2Q:	\$	<b>218,500.00</b>
Expended This Quarter:	\$	<b>1,025.63</b>	Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$	<b>3,342,065.29</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

Project improvements on this corridor are for a segment of Watt Avenue from Orange Grove Avenue 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. Preparation of plat/legal descriptions and right-of-way acquisition activities will move forward in 2019.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **December 31, 2018**      Fiscal Year: **2018/19**      Reporting Quarter: **2**

Agency: **Capital SouthEast Connector JPA**      Project Mgr: **Derek Minnema**  
 Contact Info: [minnemad@saccounty.net](mailto:minnemad@saccounty.net)

Project Name: **Capital SouthEast Connector**

Sponsor Project ID Number: **N/A**      STA Project ID Number: **A-16-JP**

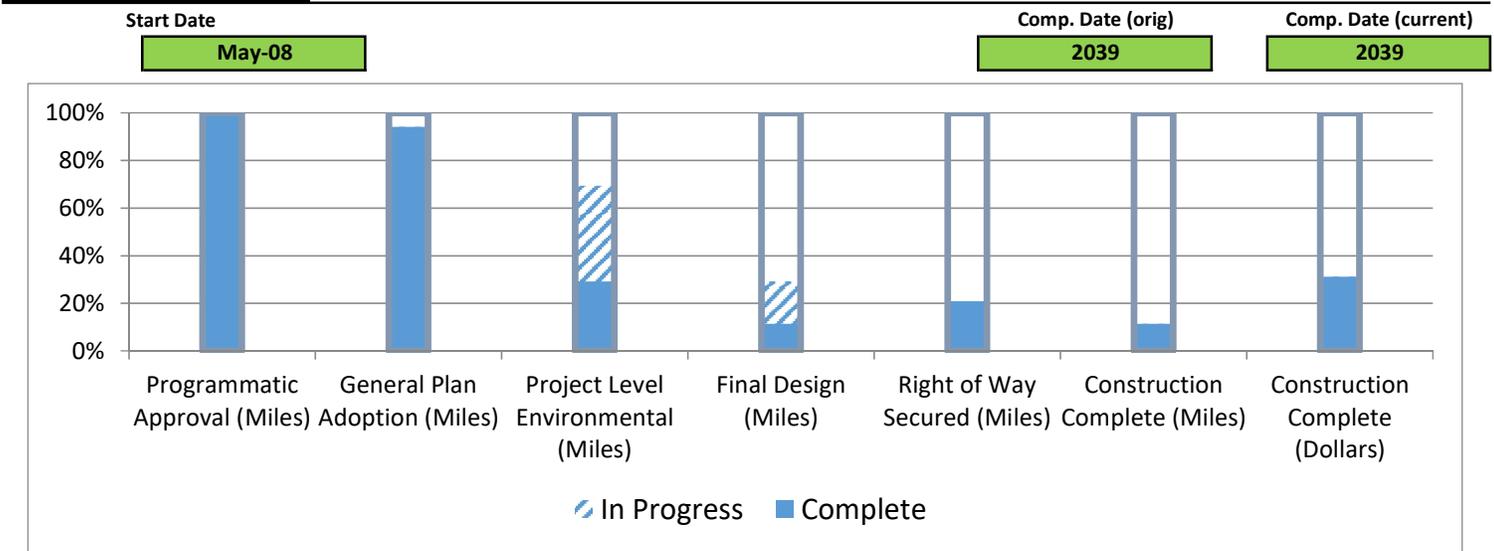
Original Est. Project Cost: \$ **1,006,014,000**<sup>1</sup>      Current Est. Project Cost<sup>2</sup>: \$ **588,190,000**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>12,388,991</b>	Projected Spending	3Q:	\$	<b>2,500,000</b>
Previous Contract(s) Spending:	\$	<b>12,388,991</b>		4Q:	\$	<b>1,500,000</b>
Current Contract Amount:	\$	<b>25,465,000</b>	Projected Spending	1Q:	\$	<b>1,500,000</b>
Current Contract Spending:	\$	<b>12,691,499</b>		2Q:	\$	<b>1,500,000</b>
Expended This Quarter:	\$	<b>993,646</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$	<b>11,779,855</b>				

Footnotes:  
 1) The original estimated cost is from the 2008 SACOG MTP  
 2) Current estimate is for "Phase 1" improvements only

## PROJECT STATUS



# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **December 31, 2018**      Fiscal Year: **2018/19**      Reporting Quarter: **2**

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**

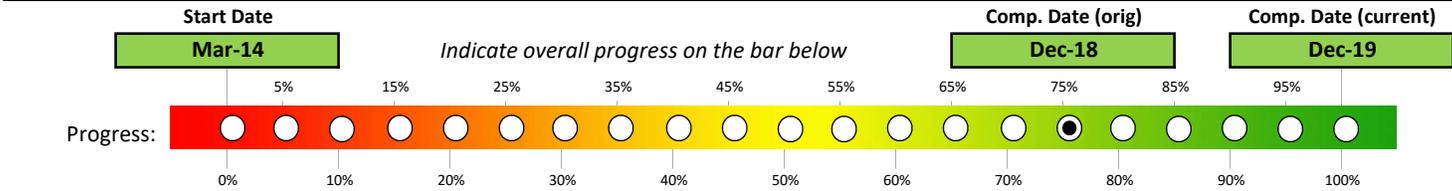
Sponsor Project ID Number:       STA Project ID Number: **A-14-RC**

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	3Q:	\$	<b>300,000.00</b>
Previous Contract(s) Spending:	\$	<b>4,668,254.98</b>		4Q:	\$	
Current Contract Amount:	\$	<b>5,466,095.60</b>		1Q:	\$	
Current Contract Spending:	\$	<b>1,077,270.66</b>		2Q:	\$	
Expended This Quarter:	\$	<b>189,552.78</b>		Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$	<b>5,459,017.18</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

Construction on Folsom Phase IV is about 70% complete. Folsom Phase V is at 100% PS&E. We are waiting for an encroachment permit from the county to be able to proceed with advertisement of this project, which we currently expect to happen in March 2019.

# Measure A Capital Projects Quarterly Status Report



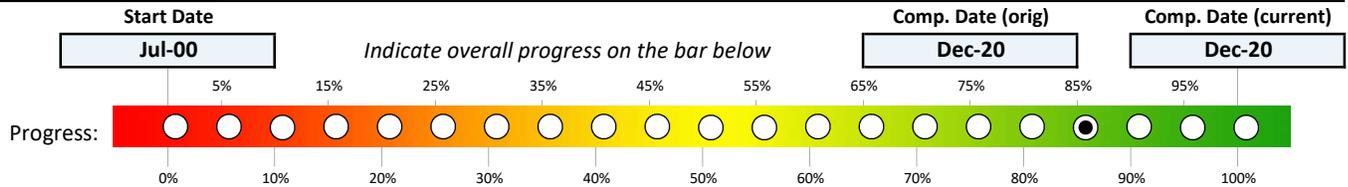
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>Greg Taylor, Supervising Architect</b>		
		Contact Info:	<b>916-808-5268</b>		
Project Name:	<b>Downtown Intermodal Facility</b>				
Sponsor Project ID Number:	<b>T15029000</b>	STA Project ID Number:	<b>A-38-CS</b>		
Original Est. Project Cost:	\$ <b>200,000,000.00</b>	Current Est. Project Cost:	\$ <b>200,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>70,772,500.00</b>	Projected Spending	3Q:	\$ <b>500,000.00</b>
Previous Contract(s) Spending:	\$ <b>70,772,500.00</b>		4Q:	\$ <b>500,000.00</b>
Current Contract Amount:	\$ <b>19,823,000.00</b>		1Q:	\$ <b>500,000.00</b>
Current Contract Spending:	\$ <b>9,910,328.58</b>		2Q:	\$ <b>500,000.00</b>
Expended This Quarter:	\$ <b>133,454.90</b>	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$ <b>9,779,216.52</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

In the period of October 1 through December 31, activities for the Intermodal project included the following:

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 FY19 Q2 and will go to F19Q4 due to unanticipated review timelines and delays due to staffing availability.

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 FY19 Q2.

Overall City Management and Administration Labor for Intermodal projects continuing through FY19 Q2.

Planning activities for light rail relocation and streetcar continuing through FY19 Q2.

Security improvements on-going for installation of new video surveillance and access control systems in building common areas continued through FY19 Q2.

Expansion of Fire Alarm monitoring system was completed in this reporting period. An additional fire detection panel was found to be necessary to allow the system to function properly. This work was not previously included in prior quarterly reports (errant omission) and had been contracted in FY18 Q3,

# Measure A Capital Projects Quarterly Status Report



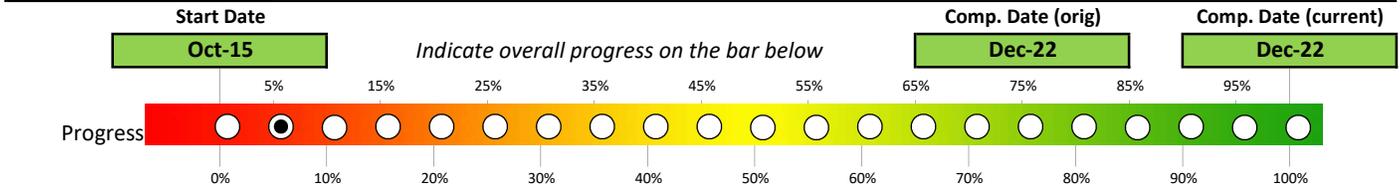
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>William Shunk, Senior Engineer</b>		
		Contact Info:	<b>916-808-2986</b>		
Project Name:	<b>Interstate 5/Richards Blvd Interchange Upgrade</b>				
Sponsor Project ID Number:	<b>T15165100</b>	STA Project ID Number:	<b>A-52-CS</b>		
Original Est. Project Cost:	\$ <b>90,000,000.00</b>	Current Est. Project Cost:	\$ <b>90,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$	20,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$	20,000.00
Current Contract Amount:	\$ 3,115,861.73		1Q:	\$	20,000.00
Current Contract Spending:	\$ 66,546.24		2Q:	\$	20,000.00
Expended This Quarter:	\$ 24,285.89	Measure A Funds Used for Local Match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Total Remaining:	\$ 3,025,029.60				

## 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 checked="" 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

The selection of a consultant team for the project has been completed and their contract was approved by City Council. Work in the last quarter included negotiating with the selected consultant, coordinating with Caltrans for authorization to award the contract, compiling existing plans within the project's limits, and securing encroachment rights and documentation from Caltrans to begin preliminary engineering tasks. The City has also continued to coordination with Caltrans to ensure that the I-5 Richards Boulevard Interchange is optimized with other planned improvements on Interstate 5, including participation in the kick-off meeting for the I-5 Managed Lanes Project.

# Measure A Capital Projects Quarterly Status Report



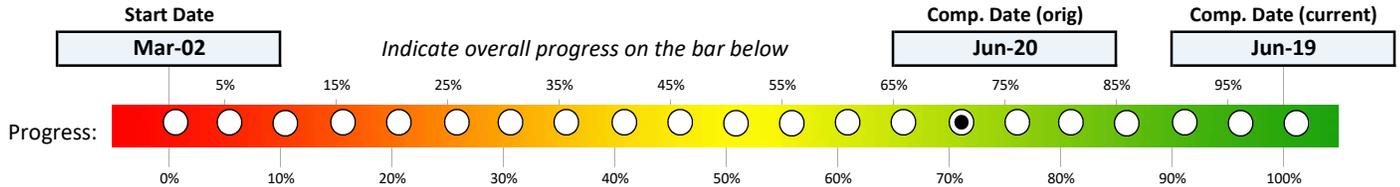
## PROJECT INFO

Quarter Ended:	<b>December 31, 2018</b>	Fiscal Year:	<b>2018/19</b>	Reporting Quarter:	<b>2</b>
Agency:	<b>Sacramento Regional Transit</b>	Project Mgr:	<b>Ed Scofield</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>45,401,802.71</b>	Projected Spending	3Q:	\$	<b>311,117.00</b>
Previous Contract(s) Spending:	\$	<b>45,401,802.71</b>		4Q:	\$	<b>311,116.00</b>
Current Contract Amount:	\$	<b>622,232.73</b>		1Q:	\$	
Current Contract Spending:	\$	<b>-</b>		2Q:	\$	
Expended This Quarter:	\$	<b>-</b>		Measure A Funds Used for Local Match? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Total Remaining:	\$	<b>622,232.73</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 checked="" 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

**SVS LOOP:** \$509,000 Measure A POF funds matching state Prop 1A funds for final design have been transferred instead to the DNA ("Downtown/Natomas/Airport") Environmental Analysis component of the project. The Prop 1A funds are to be backfilled by City of Sacramento funds. Design and construction of the SVS Loop is contingent on the Downtown Sac/West Sac Streetcar project moving forward. Currently the Streetcar project is on hold. In the event POF funds on the SVS Loop project cannot be spent by the 6/30/19 expiration date, they will be transferred back to the DNA project and spent down prior to 6/30/19. No POF funds will be spent on SVS Loop construction.

**DOWNTOWN/NATOMAS/AIRPORT ENVIRONMENTAL ANALYSIS :** \$509,000 POF funds from SVS Loop added to this project component. Continued progress on completing a draft EIS/EIR, expected to be available for internal review Feb. 2019. By summer of 2020, anticipating cooperating and participating agency and FTA review of ADEIS/EIR. POF funds to be spent by 6/30/19.



MARCH 14, 2019

AGENDA ITEM # 6

SACRAMENTO ABANDONED VEHICLE ABATEMENT PROGRAM
FY 2019 2ND 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 per year to the County and member cities within the County based on a formula of population and relative number of abatements.

Discussion

Second quarter receipts from the State Controller were \$300,467. Member agencies reported a total of 4,499 abandoned vehicle abatements. 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.



MARCH 14, 2019

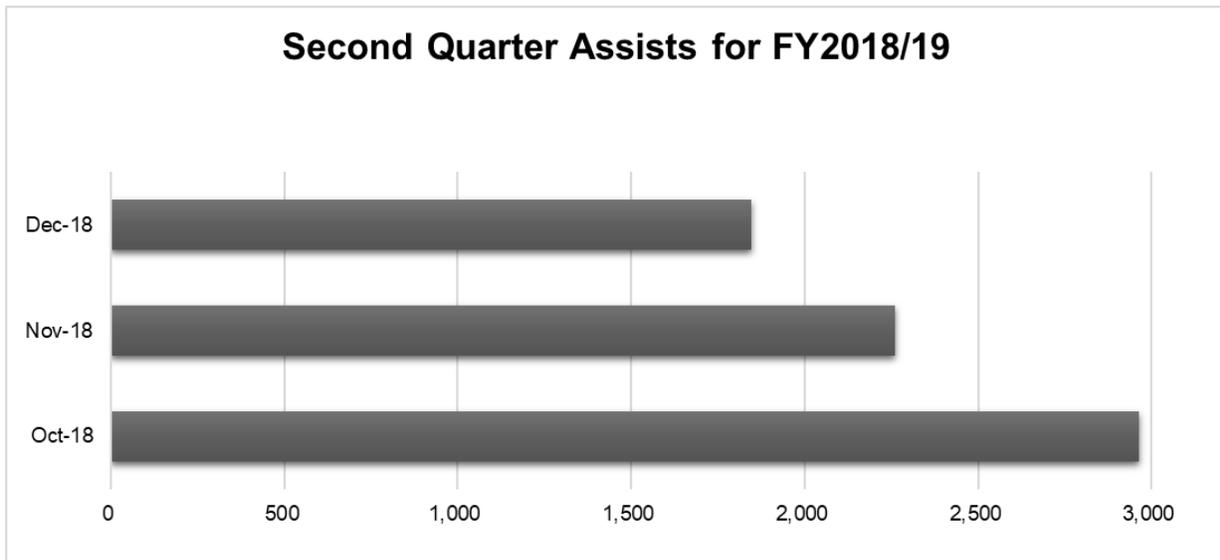
AGENDA ITEM # 7

SACMETRO FREEWAY SERVICE PATROL FY2019 2ND QUARTER STATUS REPORT

Action Requested: Receive and File

Key Staff: Jennifer Doll, Special Programs Manager

SacMetro FSP provided 7,072 assists and 83 motorists completed the online survey during the second quarter of FY 2018/19.



 <b>Types of Problems</b>	 <b>Response Times</b>	 <b>Service Rating</b>
<p>In the second quarter, the majority of FSP assists, 76 percent, were related to accidents, mechanical problems, and flat tires.</p>	<p>78 percent of motorists reported waiting less than 10 minutes before FSP appeared on scene, with 43 percent of those those waiting less than 5 minutes.</p>	<p>Of the 83 motorists who responded to the survey, 100 percent rated the service as 'excellent'.</p>

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Of the 83 surveys received, 74 included written comments, most expressing thanks to the driver and/or indicating support for the program. Following are a few examples:

- As a legislative staffer in the capitol about 15 years ago, I helped extend the FSP into a more permanent status. I heard all of the great testimonials and now I have one of my own. Thank you.
- Very fast service, driver saw I had a flat tire and stopped right away. Very blessed someone was there almost instantly and offered help with no fee. Best service ever!
- Paris came to my rescue & did an excellent job! He is awesome! Thank you so much for all that you all do! Extremely appreciated!!! God bless!
- Wow! Best service ever! Fast, helpful (changed our flat) and courteous. Can't say enough about how good this service is. THANK YOU!
- I really appreciate this service and didn't know it existed. But FSP really saved me today on the freeway. Thank you.
- Spencer was a great help and very courteous. Keep on doing a great job.
- So very grateful for these services.
- Alyssa was a life saver. She got me back on the road in a few minutes.
- I would like to say as a single mother on a budget Richard was an angel. I wasn't sure why he stopped behind me (I wasn't aware of this service) but I was so happy to see him. He was very welcoming and made sure my son and I were always safe. He got me off the freeway and even taught my son a thing or two about tow trucks. Making light of a stressful situation for me. Thank you so much Richard. May God continue to bless you and Mike both. You were a really great help! Blessings!
- Great service—keeps everyone safe. Thank you!
- I recently moved to CA from WA. This is an incredible public service & Roy was a model of cheerful professionalism.
- The guys who helped me saved me from traffic potentially hitting my vehicle when it suddenly stopped running in the middle of the freeway. This could have caused a disastrous accident. I am really lucky he was there to help me. Thank you so much for all your help.



**MARCH 14, 2019**

**AGENDA ITEM # 8**

**SACMETRO FREEWAY SERVICE PATROL: CONTRACT AWARD FOR ZONES 5 AND 6**

Action Requested: Authorize Executive Director

Key Staff: Jennifer Doll, Special Programs Manager

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**Recommendation**

Authorize the Executive Director to execute Contracts 19-FSP-01 & 19-FSP-02 with Sierra Hart Auto Service, Inc.

**Discussion**

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 tow companies submitted qualifications by the January 7, 2019, 3:00 p.m. submission deadline. No other 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 from STA, California Highway Patrol (CHP), and Bay Area Metro Center. 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 included the four firms named above. On February 12, these firms were issued a Request for Bids and invited to submit their best bids for the following two contracts.

- **Contract 19-FSP-01.** This contract is for Zone 5 which is Interstate 80 between its junction with Interstate 5 and its junction with Business 80 in the north Sacramento area. Zone 5 contains two beats: 184, which is covered by a flatbed truck, and 184A which is covered by a pickup-style service truck.

- **Contract 19-FSP-02.** This contract is for Zone 6 which is Interstate 5 between Elkhorn Blvd. in Sacramento and Elk Grove Blvd. in Elk Grove. Zone 6 contains three beats: 106 and 108, which are both covered by flatbed trucks, and 108A which is covered by a pickup-style service truck.

Bid submissions were due March 1 at 2:00 p.m. in person at the STA offices. All four qualified firms attended and submitted a total hourly rate bid price proposal for one or both available contracts as detailed in the following chart.

<b>RFB #19-FSP-01</b>	
<u>Firm</u>	<u>Amount</u>
College Oak	\$420.00
All American	\$188.56
Stanislaus	\$180.89
Sierra Hart	\$136.80

<b>RFB #19-FSP-02</b>	
<u>Firm</u>	<u>Amount</u>
Stanislaus	\$275.69
Sierra Hart	\$211.50

The STA recommends the Board authorize the Executive Director to execute both contracts with Sierra Hart Auto Service, Inc., the lowest responsible bidder, in accordance with Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq). Each contract is for a term of four (4) years with an option to extend the contract period for one (1) year based on satisfactory performance.

Attachment

**CONTRACT AGREEMENT**

between

**Contractor**

Street Address

City, CA ZIP Code

(hereinafter "Contractor")

Contract No.: 19-FSP-01

and

**Sacramento Transportation Authority**

801 12<sup>th</sup> Street, Fifth Floor

Sacramento, CA 95814

(hereinafter "Authority")

Term: July 1, 2019–June 30, 2023

for

**FREEWAY SERVICE PATROL SERVICES**

on

Zone 5 — Interstate 80:

Between the Interstate 5 Junction and Business 80 Junction.

This Agreement is made and entered into as of this \_\_\_\_\_ day of April 2019 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 September 3, 2019 through August 30, 2023. 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 at the hourly Contract rate 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 other violations are listed in Section 8 of the Scope of Services and shall also 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 effected 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

Contractor  
Street Address  
City, CA ZIP Code  
Attn: Contact Person

## **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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Name, Title

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Norman Hom, Executive Director

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Date

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Date

SAMPLE

# 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-foot minimum length, 5/16" alloy or OEM specification

- Two (2) 4" x 6" x 12" wood blocks
- Two (2) 4" x 4" wooden cross beams, 48" and 60" in length

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 DirectConnect network (a.k.a., "shop radio") for the purposes of direct communication 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 in 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
5	184, 184A	<b>Interstate 80</b> Between the Interstate 5 Junction and Business 80 Junction	1 tow truck 1 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.



**MARCH 14, 2019**

**AGENDA ITEM # 9**

**LOCAL AGENCY UNMET TRANSPORTATION NEEDS PRESENTATIONS**

Action Requested: Receive Presentations

Key Staff: Norman Hom, Executive Director

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Staffs from the Cities of Elk Grove, Folsom, and Rancho Cordova plus the Capital South|East Connector Joint Powers Authority will make presentations regarding their unmet transportation funding needs.

**BACKGROUND INFORMATION**

As the STA Governing Board begins contemplating a potential supplemental transportation sales tax measure for the November 2020 ballot, we have invited staffs from the local agencies to present their unmet transportation funding needs.

Although the existing Measure A one-half cent sales tax and the recently-enacted (and upheld) Senate Bill (SB) 1 gasoline tax are great boons to local transportation, each agency still has significant needs for which Measure A and SB 1 are not adequate nor are there any other currently available sources of funding. Over the next several months, the various local agencies will identify and inform the Board of their unmet needs so that when the expenditure plan development process begins in the fall, the full scope of transportation needs countywide can be considered. Next up are:

April 11, 2019

Cities of Citrus Heights, Galt, Isleton, and Sacramento

May 9, 2019

County of Sacramento and California Department of Transportation (Caltrans)

August 8, 2019

Sacramento Metropolitan Air Quality Management District (SMAQMD), Paratransit, Inc. and Sacramento Regional Transit District (SacRT)

September 12, 2019

- Summary Report
- Agency Priorities and Requests