



VENTURA COUNTY TRANSPORTATION COMMISSION

AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY

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AGENDA*

**Actions may be taken on any item listed on the agenda*

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, SEPTEMBER 11, 2015
9:00 AM

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. CALTRANS REPORT -

- 6. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT** - *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*
- 7. ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
- 8. CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

8A. APPROVE SUMMARY FROM JULY, 2015 VCTC MEETING – PG.7

Recommended Action:

Approve

Responsible Staff: Donna Cole

8B. MONTHLY BUDGET REPORT – PG. 11

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

8C. PASSENGER RAIL UPDATE – PG. 13

Recommended Action:

Receive and File

Responsible Staff: Ellen Talbo

**8D. PROPOSITION 1B TRANSIT CAPITAL AGREEMENT AND BUDGET AMENDMENT
PG.19**

Recommended Action:

- Approve attached agreement with the City of Simi Valley to provide \$1,250,000 in Proposition 1B Transit Capital (PTMISEA) funds for five replacement paratransit vans.
- Amend VCTC Fiscal Year (FY) 2015/16 budget to increase Transit Grant Administration Pass-Through Grants expenditures by \$1,250,000, and increase the Proposition 1B Transit Capital program revenue by \$1,250,000.

Responsible Staff: Peter De Haan

8E. REVISION TO METROLINK PROPOSITION 1B TRANSIT SECURITY CAPITAL PROGRAM – PG.27

Recommended Action:

Approve transfer of the \$262,000 unused balance of the Metrolink Tunnel 26 Security Improvements project to the projects at the Moorpark Yard and Station, as listed in the attached table.

Responsible Staff: Peter De Haan

8F. VENTURA COUNTY REGIONAL BICYCLE WAYFINDING PROJECT– PG. 29

Recommended Action:

Approve a contract with Alta Planning + Design not to exceed \$150,000 for development of the Ventura County Regional Bicycle Wayfinding Program contained in the approved Fiscal Year 2015/2016 Regional Transportation Planning Budget.

Responsible Staff: Steve DeGeorge

8G. FISCAL YEAR 2014/2015 CARRY-OVER BUDGET AMENDMENTS– PG. 47

Recommended Action:

Amend the VCTC Fiscal Year 2015/2016 budget as stated in Attachment 1 to carry-forward revenues and expenses from Fiscal Year 2014/2015.

Responsible Staff: Sally DeGeorge

8H. CLAIM FOR LANCE AND JENNIFER MARTIN– PG.49

Recommended Action:

Reject a claim submitted by Lance and Jennifer Martin for tire damage.

Responsible Staff: Steve Mattas

8I. REQUEST FOR PROPOSAL, TRAFFIC MODEL AND CONGESTION MANAGEMENT PLAN UPDATE – PG. 51

Recommended Action:

Authorize the Executive Director to release a Request for Proposal (RFP) for updates to the Ventura County Traffic Model and Ventura County Congestion Management Plan.

Responsible Staff: Steve DeGeorge

8J. REQUEST FOR PROPOSAL, BRIDGE INSPECTION AND LOAD CALCULATION – PG. 53

Recommended Action:

Approve releasing a Request for Proposal (RFP) for profession services for annual bridge inspections and to perform bridge load capacity calculations on the Santa Paula Branch Line as required by 49 CFR Part 237, Bridge Safety Standards.

Responsible Staff: Steve DeGeorge

8K. LEGISLATIVE UPDATE – PG.77

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

8L. REVISED 2015 TITLE VI PROGRAM UPDATE- PG.95

Recommended Action:

Approve by resolution, the REVISED 2015 Title VI Program Update, including the Public Participation Plan and Language Assistance Plan.

Responsible Staff: Vic Kamhi

8M. CLAIM FOR RONALD PRATT – PG.105

Recommended Action:

Reject a claim submitted on behalf of Ronald Pratt for personal injuries.

Responsible Staff: Steve Mattas

8N. AUTOMATED PASSENGER COUNTERS – PG.107

Recommended Action:

Authorize the Executive Director to negotiate the remaining terms of, and for the VCTC Chair to execute, an equipment purchase agreement with Urban Transportation Associates, Inc. (UTA) for Automated Passenger Counter (APC) system in a form and substance approved by VCTC General Counsel in an amount not to exceed \$220,000.

Responsible Staff: Aaron Bonfilio

8O. AUTHORIZATION FOR DESTRUCTION OF RECORDS – PG.109

Recommended Action:

Approve the destruction itemized records.

Responsible Staff: Donna Cole

8P. REQUEST FOR QUALIFICATIONS AND PRICING FOR WEED ABATEMENT – PG.111

Recommended Action:

Approve the release of a Request for Qualifications and Pricing for weed abatement on VCTC property.

Responsible Staff: Steve DeGeorge

8Q. METROLINK CLAIMS FOR JIAN TAO, ELIZABETH MORONES, MICHAEL ADAMS, JOEL BINGHAM, DIANE COLEMAN, KENT GROENENVELD, SUSAN LLOYD, WILLIAM RHODES, CATHERINE AND ANDREW SOLNER, ROGER OLSON AND MARIA HERRERA, KENDALL LAKROIX, CHERYL HAMILTON, CHRISTOPHER AND LETICIA CARABAJAL, JESSICA PERRY, BRUCE SHELBURNE, KATHY SHERBURNE, CLARICE GERSTEL, AND MARC GERSTEL- PG.123

Recommended Action:

Reject eighteen (18) separate claims submitted on behalf of the individual claimants listed above.

Responsible Staff: Steve Mattas

9. VCTC SHORT RANGE TRANSIT PLAN AND INTERCITY TRANSIT FIVE YEAR SERVICE PLAN – PG.125

Recommended Action

Approve the VCTC Short Range Transit Plan (S RTP) and Intercity Transit Five Year Service Plan to provide direction for implementation of Commission transit actions.

Responsible Staff: Vic Kamhi

10. AMENDMENT TO VCTC INTERCITY TRANSIT SERVICES PROGRAM BUDGET – PG.127

Recommended Action:

Approve amendment to the VCTC Intercity Services budget, increasing the State Transit Assistance (STA) Fund Transfer revenues line item by \$1,384,812 from \$2,372,375 to \$3,757,187; and, correspondingly decreasing the Federal Transit Administration (FTA) 5307 and 5339 funding line item by \$1,205,405, and the Local Contribution funding line item by \$179,407, for a combined total value of \$1,384,812; and, to amend the VCTC STA budget by increasing the STA Fund Transfer expenditures by \$1,384,812.

Responsible Staff: Aaron Bonfilio

11. FISCAL YEAR (FY) 2015/16 TRANSIT PROGRAM OF PROJECTS PUBLIC HEARING – PG.129

Recommended Action:

- Open public hearing and receive testimony.
- Adopt the attached final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2015/16

Responsible Staff: Peter De Haan

12. J.L. PATTERSON AND ASSOCIATES CONTRACT RATIFICATION – PG.135

Recommended Action:

Ratify agreement with J.L. Patterson and Associates for construction management and inspection services not to exceed \$70,000 for repairs to the Santa Paula Branch Line/Highway 126 crossing.

Responsible Staff: Steve DeGeorge

13. VCTC GENERAL COUNSEL'S REPORT

14. AGENCY REPORTS

15. CLOSED SESSION – 2 Items

1. **Conference with Labor Negotiator**

(Pursuant to Government Code Section 54957.6)

Unrepresented Employee: Executive Director

2. **Significant Exposure to Litigation**

(Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: 1 case

16. **ADJOURN to 9:00 a.m. Friday, October 2, 2015**

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Item #8A

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY

www.goventura.org

CSU CHANNEL ISLANDS
PETIT SALON
One University Drive
Camarillo, CA
FRIDAY, JULY 10, 2015
9:00 AM

MEMBERS PRESENT: Peter Foy, County of Ventura, Chair
Keith Millhouse, City of Moorpark, Vice Chair
Steve Bennett, County of Ventura
Douglas Breeze, City of Port Hueneme
Manuel Minjares, City of Fillmore
Ginger Gherardi, City of Santa Paula
Brian Humphrey, Citizen Rep., Cities
Bill Little, City of Camarillo
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Steve Sojka, City of Simi Valley
Jim White, Citizen Rep., County
John Zaragoza, County of Ventura
Carrie Bowen, Caltrans District 7

ABSENT: Claudia Bill-de la Peña, City of Thousand Oaks
Betsy Clapp, City of Ojai
Kathy Long, County of Ventura

CALL TO ORDER

PLEDGE OF ALLGIANCE

PUBLIC COMMENTS FOR THOSE ITEMS NOT LISTED ON THIS AGENDA - None

CALTRANS PRESENTATION - Carrie Bowen provided an overview of Caltrans Mission, Vision, Goals and Plan for the Future.

EXECUTIVE DIRECTOR REPORT -

Cap and Trade Funds - On June 30th the California State Transportation Agency announced its award selections for cap and trade rail funds resulting in wins for both Metrolink and LOSSAN. Metrolink was awarded \$41.2 million for 9 Tier 4 locomotives. This is the largest allocation made from the State to Metrolink under an open competitive grant program. The new locomotives will replace 7 existing that have reached their lifespan, and the additional 2 locomotives will be used to increase service on the Antelope Valley and Ventura County Line within LA County. The Tier 4 locos feature both crash energy management and Positive Train Control technology that critically improve passenger and operator safety. Delivery of the engines to Metrolink is anticipated in December 2015.

LOSSAN was awarded \$1.6 million in cap and trade funds for the Pacific Surfliner Transit Transfer Pass program. This is a demonstration project and collaborative effort between LOSSAN and 12 transit agencies (3 in Ventura county) to demonstrate the ability to increase use of transit for access to and from the Amtrak stations through seamless ticketing and transfer policies, combined with free or discounted transfers. LOSSAN staff will soon begin working with staff at Gold Coast, VCTC Intercity Transit, and Simi Valley Transit to establish a start date and develop transfer agreements so that passengers can transfer using their Surfliner fare. Thank you to Gold Coast and Simi Valley Transit for contributing letters of support for this project!

Hueneme Road Widening in Oxnard – The City of Oxnard has started construction on the Hueneme Road Widening. This project is a port access project, and the funding includes \$1,462,000 in Proposition 1B Trade Corridor funds. As you are aware the Proposition 1B program is winding down, and this is the last of our Prop 1B Trade Corridor projects.

ADDITIONS/REVISIONS - None

CONSENT CALENDAR

Commissioner MacDonald made a motion to approve all items as recommended. The motion was seconded by Commissioner Millhouse and passed by a unanimous roll call vote with Commissioners Humphrey, Sojka, and Minjares abstaining from Item #8A as they were not at the June meeting.

8A. APPROVE SUMMARY FROM JUNE 5, 2015 VCTC MEETING - *Approve*

8B. APRIL, 2015 MONTHLY BUDGET REPORT - *Receive and File*

8C. PASSENGER RAIL UPDATE - *Receive and File*

8D. ACTIVE TRANSPORTATION PROGRAM CYCLE II TEN POINT CRITERIA – *Approve recommended criteria that achieve an additional award of 10 points allowing VCTC to advance competitive applications for grant funds in the Active Transportation Program (ATP).*

8E. PROGRAMMING OF LOCAL SURFACE TRANSPORTATION PROGRAM FUNDS- *Program \$6 million in Surface Transportation Program (STP) funds for the attached list of local street and road projects.*

8F. SAFE CONTRACT FOR CALL BOX MONITORING - *Approve a contract with Tele Tran Tek Services not to exceed \$180,000 for a three (3) year period, with the option for two (2) one (1) year extensions, for call box monitoring to be funded through the Service Authority for Freeway Emergencies.*

8G. LEGISLATIVE UPDATE AND POSITION ON BILLS - *Receive and File*

8H. COMMUTER SERVICES QUARTERLY REPORT - *Receive and File*

8I. AGREEMENT WITH CALTRANS FOR MANAGEMENT OF ROUTE 118 FREEWAY/IMPROVEMENT ENVIRONMENTAL DOCUMENT - *Authorize Executive Director to execute a Cooperative Agreement with Caltrans to manage the Route 118 Freeway Improvement Environmental Document with \$3 million in Surface Transportation Program funding provided by VCTC.*

9. WORKSHOP – All items were received and filed.

9A. DRAFT SHORT RANGE TRANSIT PLAN AND VCTC INTERCITY FIVE-YEAR SERVICE PLAN

A representative of Nelson/Nygaard, presented the draft proposed Short Range Transit Plan (SRTP) and the VCTC Intercity Five-Year Service Plan which will be brought to the September Commission meeting for adoption.

9B. COMPREHENSIVE TRANSPORTATION PLAN (CTP) UPDATE

Staff presented a progress report highlighting work completed or underway that stems directly from the planning effort to enhance mobility for Ventura County residents.

9C. VOTER RESEARCH AND ANALYSIS PRESENTATION

Earlier this year, VCTC retained Fairbanks, Maslin, Maullin, Metz & Associates (FM3) to conduct voter research as the Commission looks ahead to the 2016 Presidential Election and the possibility of placing countywide transportation sales tax measure on the ballot. Dr. Richard Bernard of FM3 presented findings and analysis of a survey conducted of high-propensity Ventura County voters in April.

Monte Ward, retired chief strategist in Orange County's successful 2006 countywide transportation sales tax measure extension effort, presented his analysis of the positives and the pitfalls of the data provided by FM3.

10. VCTC GENERAL COUNSEL'S REPORT - None

11. AGENCY REPORTS - None

12. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION – *Nothing to Report*

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
1 case

13. ADJOURN to 9:00 a.m. Friday, September 11, 2015

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Item # 8B

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file

BACKGROUND:

Staff is still performing the lengthy yearend closing process of the prior fiscal year which historically does not occur until the end of September. In order to give the Commission an accurate monthly budget report, the July and August monthly budget reports will be included as part of a next month's agenda.

The Commission should note, however, that all revenues, expenditures, and cash flow to date are consistent with the adopted budget.

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Item #8C

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ELLEN TALBO, PROGRAM ANALYST

SUBJECT: PASSENGER RAIL UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

This report provides a monthly update of regional passenger rail activities. The information in this update focuses on regional commuter rail (Metrolink), intercity rail (Amtrak), and other rail-related issues pertinent to Ventura County.

DISCUSSION:

Ridership & On-Time Performance (OTP)

During the month of July, ridership on the Ventura County Line averaged 3,681 total boardings per weekday (inbound and outbound) indicating no change from the previous month, and a 3.1% increase from the same month last year. Systemwide ridership experienced a 1.3% decrease from the previous month. Monthly ridership statistics for the month of July 2015 are provided in the attachment for reference.

During the quarter of April-June 2015, ridership at the Ventura County stations averaged roughly 44% of the Ventura County Line indicating no change from the previous January-March quarter in 2015, and no change from the previous April-June quarter last year. Regional gas prices experienced an acute increase during the month of May however, this appears to have had no effect on quarterly ridership.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the month of July was 93.1%% indicating a 2% decrease from the previous month. On-time performance throughout the April-June quarter averaged 95.1% reflecting a slight increase from the previous quarter and no change from the same quarter last year. In general, on-time performance has remained flat over the last year and the Ventura County line hasn't experienced as many mechanical delays as other areas of the system.

Amtrak ridership at the Ventura County stations during April – June 2015 experienced a 23.8% increase in average monthly boardings from the January-March 2015 quarter and a 5.5% increase in average monthly boardings (on and off) from the April-June quarter of 2014. Notable events along the Pacific

Surfliner corridor during the April-June quarter include the Del Mar races, California Strawberry Festival, and end of the university academic year.

Board & TAC Updates

Metrolink

Since July, the implementation of mobile ticketing continues to make progress as Metrolink distributed the remainder of the Fare Inspection Devices to all service lines. Additionally, a portion of the back office hub was opened to enable staff to access and review the ticket data being collected on the Antelope Valley Line. The Fare Collections team continues to work closely with their consultant to improve the schedule for roll out from December 31, 2015 to mid-November 2015.

In Spring 2014, Metrolink submitted a proposal to the Carl Moyer Program requesting \$58.85 million for up to 20 additional new Tier 4 passenger locomotives. However in August, the South Coast Air Quality Management District (SCAQMD) Technology Committee voted to execute a contract with Metrolink in an amount not to exceed \$22.85 million from the Carl Moyer Program and have the remaining \$36 million requested by Metrolink, be considered over four phases in future Board requests. This item was approved to move on to the SCAQMD Governing Board for approval on September 4. Metrolink anticipates that the first of an eventual 20 will be delivered in December of this year. The Tier 4 locomotives offer increased reliability over the increasingly aging fleet.

LOSSAN

At the beginning of July, LOSSAN officially assumed local control of Pacific Surfliner service following the signing of the Interagency Transfer Agreement. LOSSAN staff is continuing to work with Amtrak to finalize some outstanding details of the operating agreement with Amtrak.

In late July, the LOSSAN Board of Directors took action on three items, including approval for the Managing Director to represent the LOSSAN Agency on key regional, state, and federal committees, adopting a support position for SB 9 (Beall, D-San Jose): Greenhouse Gas Reduction Fund – Transit and Intercity Rail Capital Program; and approval for the continuance of the Rail 2 Rail program with the North County Transit District. In addition to these items, the Board also received updates on the post interagency transfer agreement 100-day action plan, negotiations with Amtrak for the federal fiscal year 2015-16 operating agreement, expanded ridership and revenue analysis, and a presentation from Amtrak on Pacific Surfliner special event planning, which primarily focused on the capacity needs associated with the Del Mar racing season and Thanksgiving weekend.

LOSSAN staff is currently working with Metrolink staff to evaluate an appropriate reimbursement rate, which is a main component of the Rail 2 Rail agreement between LOSSAN and Metrolink. The current agreement will continue to operate as it is until next fiscal year when Metrolink and LOSSAN will begin re-negotiating the Rail 2 Rail agreement.

July 2015 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JULY 2015 vs. JUNE 2015 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
Jul-15	3,681	40,420	n/a
Jun-15	3,682	41,109	142
Change	-0.03%	3.1%	%n/a

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JULY 2015 vs. JULY 2014 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
Jul-15	3,681	40,420	n/a
Jul-14	3,570	40,987	138
Change	-1.7%	-1.3%	%n/a

5 YEAR SNAPSHOT OF AVERAGE DAILY TOTAL BOARDINGS
(INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak (weekday)
Jul-15	3,681	1,901	40,420	n/a
Jul-14	3,570	1,849	40,987	138
Jul-13	3,672	1,837	41,388	180
Jul-12	3,723	1,897	41,970	189
Jul-11	3,803	1,948	41,050	241

VENTURA COUNTY LINE STATION QUARTERLY COMPARISON OF AVERAGE MONTHLY BOARDINGS (ON and OFF) – APR-JUN 2015 (FY 15 Q4)

	FY 15 Q4				FY 14 Q4				Year Over Year Performance			
STATION	Apr-15	May-15	Jun-15	Q4 AVG	Apr-14	May-14	Jun-14	Q4 AVG	Apr	May	Jun	Q4 AVG
BURBANK	857	801	843	834	875	837	814	842	-2.1%	-4.3%	3.5%	-1.0%
BURBANK AIRPORT	210	196	230	212	214	215	211	214	-2.1%	-9.1%	8.8%	-0.8%
CAMARILLO	119	107	113	113	106	102	102	103	11.7%	4.9%	10.5%	9.0%
CHATSWORTH	350	338	360	349	345	357	340	347	1.5%	-5.2%	6.0%	0.8%
EAST VENTURA	44	32	37	37	40	41	35	39	8.2%	-22.8%	3.7%	-3.6%
GLENDALE	621	598	671	630	627	630	618	625	-1.0%	-5.0%	8.6%	0.8%
MOORPARK	233	217	247	233	235	230	232	232	-0.9%	-5.3%	6.7%	0.2%
NORTHRIDGE	375	329	360	355	360	338	305	334	4.1%	-2.6%	18.2%	6.5%
OXNARD	88	91	89	89	83	83	83	83	6.0%	10.0%	6.9%	7.6%
SIMI VALLEY	374	349	385	369	399	382	376	386	-6.4%	-8.6%	2.5%	-4.2%
VAN NUYS	176	168	188	177	173	171	168	170	1.8%	-1.5%	11.7%	4.0%

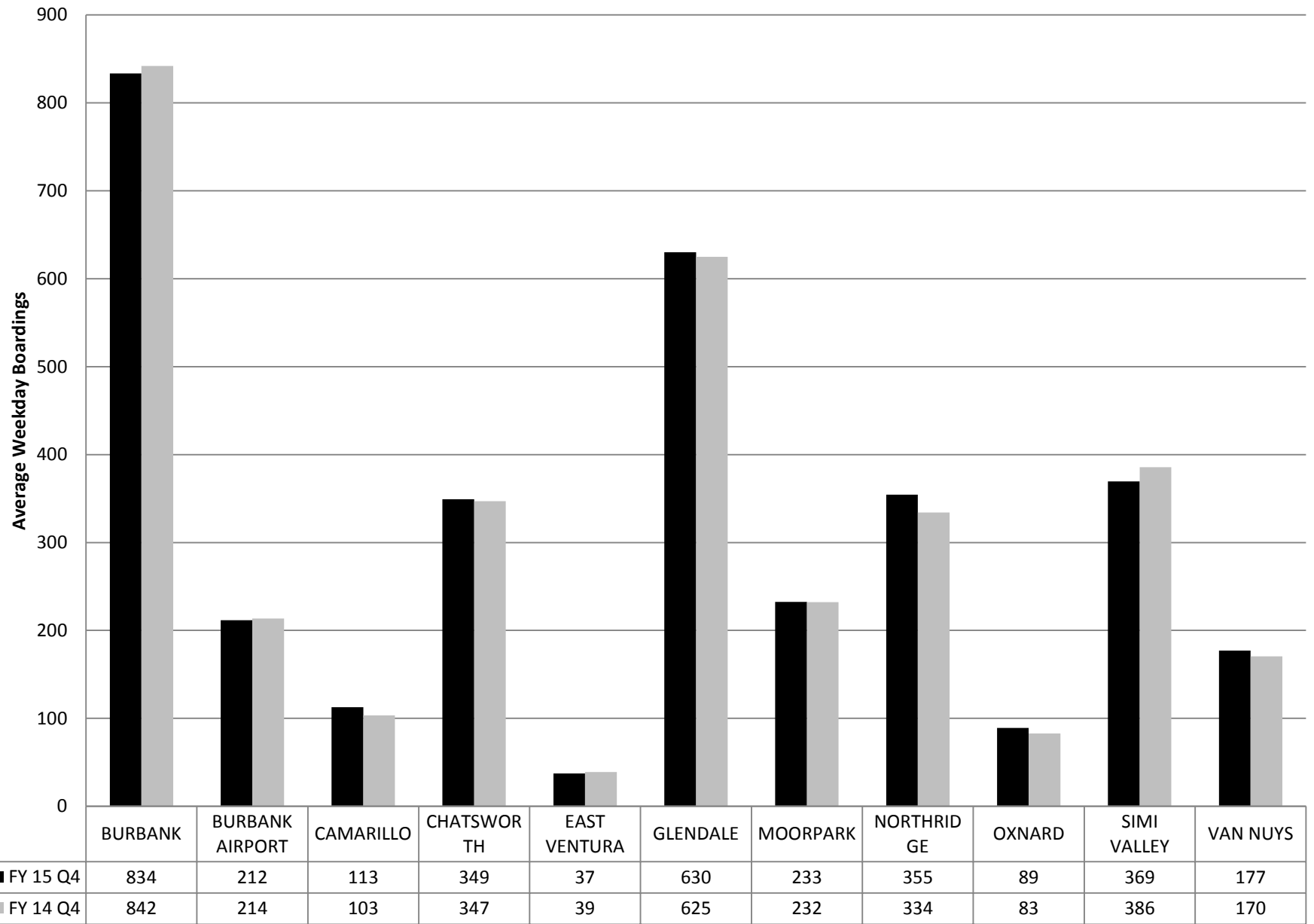
Notes:

Ridership estimates are based on ticket sales by origin station and do not reflect returns from corporate consignment sales.

Station boardings do not sum to total system ridership because:

- Ridership estimates do not reflect transfers.
- Ridership from tickets and passes without a defined destination station is counted at the origin station only.

Quarterly Station Boarding Comparison - Year Over Year Performance (Apr-Jun)



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Item # 8D

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: PROPOSITION 1B TRANSIT CAPITAL AGREEMENT AND BUDGET AMENDMENT

RECOMMENDATION:

- Approve attached agreement with the City of Simi Valley to provide \$1,250,000 in Proposition 1B Transit Capital (PTMISEA) funds for five replacement paratransit vans.
- Amend VCTC Fiscal Year (FY) 2015/16 budget to increase Transit Grant Administration Pass-Through Grants expenditures by \$1,250,000, and increase the Proposition 1B Transit Capital program revenue by \$1,250,000.

BACKGROUND:

At the April 3, 2015 meeting, VCTC approved \$1,250,000 in Proposition 1B Transit Capital grant funds for the City of Simi Valley paratransit vans replacement project. This project has received Caltrans approval and VCTC has received the funds from the State Controller. To proceed with this project, staff recommends that VCTC approve the attached Proposition 1B Transit Capital program subrecipient funding agreement, which provides that VCTC is not liable for any costs beyond what it has received in Proposition 1B payment from the State. The Commission will also need to amend the FY 2015/16 VCTC budget to include this project as part of Pass-Through Grant Administration.

COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF SIMI VALLEY

THIS AGREEMENT is entered into this 11th day of September, 2015, between Ventura County Transportation Commission (VCTC) and the City of Simi Valley (City) regarding the administration of funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

WHEREAS Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

WHEREAS, at its April 3, 2015 meeting the VCTC programmed \$1,250,000 in PTMISEA grant funds for the Five Replacement Paratransit Vans Project (Project as fully described in the PTMISEA grant submittals dated April 7, 2015, and which are attached as Exhibit A to this Cooperative Agreement; and,

WHEREAS, VCTC has received the requested payment of the \$1,250,000 for the project from the State Controller; and,

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with the City regarding the administration of PTMISEA funds prior to the disbursement of funds to the City.

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage the City and the City hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. The City will be responsible for assuring that the City meets all grant requirements placed on PTMISEA fund recipients.
2. Scope of Services:
 - a. Grant Administration: VCTC shall be responsible to reserve, apply for and receive PTMISEA funds and to be responsible for assuring that VCTC and the City meet all requirements placed on PTMISEA fund recipients.
 - b. Project Implementation: The City shall implement the Project, as described in the grant submittal (Exhibit A).

3. Duration of Agreement and Authorization to Proceed: The term of this Agreement shall become effective upon execution, and continue until the earlier of the following events: (1) all work on the Project is completed and accepted, all contracts to construct the Project are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party after thirty (30) days written notice. Section III of this Agreement will remain in effect while the Project equipment is in the possession or control of the City.
4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and the City.
5. Method of Payment: VCTC, as the grant applicant shall upon the execution of this agreement transfer the \$1,250,000 of PTMISEA funds approved by Caltrans for the Project, plus accumulated interest, to the City. The City must keep the unexpended funds in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Project. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing the City.
6. Costs: Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

II. CALTRANS REQUIREMENTS

The City shall note the following provisions apply to PTMISEA grants, and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31st and July 31st, for the duration of the project performance period, or until all activities are completed and the Project is formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the December 2015 reporting cycle, and must be submitted on or before January 31, 2016. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

Within five (5) months of the Project becoming operable, the City shall provide to VCTC a report on actual project performance to projected project performance. Within (11) months of the Project becoming operable, the City shall provide to VCTC a report regarding the long-term benefits of the project.
2. Other Provisions: The City is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages. Some or all of these regulations may be available from Caltrans at http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf.
3. Grant Performance Period: Funds allocated under this grant shall be expended by July 30, 2018. Funds remaining unexpended thereafter shall revert to Caltrans.

III. OTHER PROVISIONS

1. Indemnification: The City shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of the City or its officers, agents, or servants as a result of any act or omission by the City in its performance pursuant to this Agreement.

VCTC shall protect, defend, indemnify, and hold harmless the City, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

The obligations of the City and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

CITY OF SIMI VALLEY

VENTURA COUNTY TRANSPORTATION
COMMISSION

Robert O. Huber
Mayor

Peter Foy
Chairman

Approved as to Form

Approved as to Form

Eric J. Levitt
City Manager

Darren M. Kettle
Executive Director

Lonnie J. Eldridge
City Attorney

Steven T. Mattas
General Counsel

**Public Transportation Modernization, Improvement and
Service Enhancement Program (PTMISEA)
PROJECT DESCRIPTION AND ALLOCATION REQUEST**

	Regional Entity: VCTC
Project Lead*: Ventura County Transportation Commission	County: Ventura County
Project Title: Simi Valley: Purchase of 5 Replacement Compressed Natural Gas Paratransit Vans	

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation -- Division of Mass Transportation.

Name: Darren M. Kettle

Signature: [see signed cover letter]

Title: Executive Director

Agency: Ventura County Transportation Commission

Date:

*If this project includes funding from more than one project sponsor, the project sponsor above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or **attach a separate officially signed letter providing that information.**

Name:

Signature:

Title:

Agency:

Date: _____ **Amount:** _____

Table 4: Project Summary

a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type:

FTA Rolling Stock Service Life Policy requires any FTA funded Paratransit Van to remain in transit service for a minimum service life of at least 5-years or an accumulation of at least 150,000 miles. In accordance with FTA policy, by the time of replacement, each of the vans will have exceeded the 5-year useful life. Replacement of these vans will ensure continued reliability of service while reducing maintenance costs.

b) Useful Life of the Project: 5 years

Table 5: Description of Major Benefits/Outcomes

a) Please check appropriate Benefit/Outcome:

☐ Increase Ridership	by <u> </u> %
☒ Reduce Operating/Maintenance Cost	by <u>50</u> %
☐ Reduce Emissions	by <u> </u> %
☒ Increase System Reliability	by <u>50</u> %

b) Please summarize and describe any other benefits:

Table 6: Project Schedule

	Date
Begin Project Approval & Environmental Document Phase	N/A
CEQA/ Environmental Compliance	N/A
End Project Approval & Environmental Document Phase	N/A
Begin Plans, Specifications & Estimates Phase	N/A
End Plans, Specifications & Estimates Phase	N/A
Begin Right of Way Phase	N/A
End Right of Way Phase	N/A
Begin Construction Phase (Contract Award)	N/A
End Construction Phase (Contract Acceptance)	N/A
Begin Vehicle/Equipment Order (Contract Award)	2/1/2016
End Vehicle/Equipment Order (Contract Acceptance)	5/30/2016
Begin Closeout Phase	6/1/2016
End Closeout Phase	7/30/2016

Table 7: Tax Compliance Information

Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State?

☐
☒

YES

NO

If yes, please describe the source of the money and provide an estimate of the amount:

Estimate:

\$

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Item #8E

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: REVISION TO METROLINK PROPOSITION 1B TRANSIT SECURITY CAPITAL PROGRAM

RECOMMENDATION:

- Approve transfer of the \$262,000 unused balance of the Metrolink Tunnel 26 Security Improvements project to the projects at the Moorpark Yard and Station, as listed in the attached table.

BACKGROUND:

SCRRA has completed its project funded with Proposition 1B Transit Safety, Security & Disaster Response bond funds, to improve Tunnel 26 security through improved fencing and upgrading to the tunnel's electric system. The project was completed with a \$262,000 balance. SCRRA has identified additional projects to use the remaining balance, primarily to provide added security features for the Moorpark layover yard. In addition, SCRRA proposes to replace pedestrian crossing panels at the Moorpark Station, as these panels have exceeded their anticipated useful life. VCTC staff has reviewed the proposed SCRRA projects and recommends approval. TRANSCOM approved the staff recommendation at its August 13th meeting.

ATTACHMENT

Facility	Address	Description of Work	Budget
Moorpark Metrolink/Amtrak Station	300 High Street, Moorpark, CA 93201	Replacement of pedestrian grade crossing panels	\$ 50,000
Metrolink Layover Yard	585 Moorpark Ave, Moorpark, CA 93201	Entrance improvements (security gate, access control system, video surveillance system)	\$ 52,000
		Perimeter improvements (block wall)	\$ 160,000
		Total	\$ 262,000



Item # 8F

September 11 , 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR
SUBJECT: VENTURA COUNTY REGIONAL BICYCLE WAYFINDING PROJECT

RECOMMENDATION:

- Approve a contract with Alta Planning + Design not to exceed \$150,000 for development of the Ventura County Regional Bicycle Wayfinding Program contained in the approved Fiscal Year 2015/2016 Regional Transportation Planning Budget.

BACKGROUND:

In April the Commission approved the release of a Request for Proposal (RFP) for consultant assistance to develop the Ventura County Regional Bicycle Wayfinding Project. The Wayfinding Project will identify intercity and cross county bicycle routes, develop and install common signage, as well as identify and prioritize gaps in the regional network. Directional signage will facilitate intercity bicycle travel as an alternative to the automobile. The Transportation Technical Advisory Committee (TTAC) has been acting as the oversight committee for the project assisting staff in the preparation of the RFP and participating in the consultant selection process.

DISCUSSION:

Staff published the RFP on April 3, 2015 and received responsive proposals from AllianceJB, Alta Planning + Design, and IBI Group by the June 1, 2015 submittal deadline. All three proposers were invited to participate in consultant selection interviews held on June 15, 2015.

A consultant selection panel was convened consisting of Dale Benson, Caltrans District 7, Kathy Connell, County of Ventura, Cynthia Daniels, City of Oxnard, Kathy Lowry, City of Thousand Oaks and Derek Towers, City of Ventura. Using the evaluation criteria approved in the RFP, the panel ranked the proposers resulting in Alta Planning + Design receiving the highest ranking. Alta's proposal was also within the proposed project budget found in the adopted Fiscal Year 2015/2016 Regional Transportation Planning Budget.

The consultant selection panel recommended approval of a contract with Alta Planning + Design to TTAC and TTAC endorsed their recommendation. Staff is therefore recommending that the Commission approve the contract, found in Attachment A of this item, with Alta Planning + Design for an amount not to exceed \$150,000 for the development of the Ventura County Regional Bicycle Wayfinding Project.

Attachment A
AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION
AND ALTA PLANNING + DESIGN
FOR
THE REGIONAL BICYCLE WAYFINDING PROGRAM

This is Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and Alta Planning and Design hereinafter referred to as CONTRACTOR, to develop a Regional Bicycle Wayfinding Program for Ventura County as detailed in the Scope of Work and Project Proposal attached to this agreement.

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to develop a Regional Bicycle Wayfinding Program and perform those services on the terms and conditions herein described, and as set forth in Attachment 1 Scope of Work, to this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in Attachment 1 Scope of Work and further clarified in Attachment 2, Project Proposal dated June 1, 2015 of this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment 1 or Attachment 2, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment 1 and Attachment 2, the provisions of Attachment 1 shall prevail over conflicting provisions of Attachment 2. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONTRACTOR make changes within the general Scope of Work, including but not limited to revising or adding to the work or deleting portions thereof. Upon agreement of the parties and receipt of notice of change to the Scope of Work, CONTRACTOR shall immediately take all necessary steps to comply therewith. Significant additions to the Scope of Work over and above the agreed upon not to exceed price, as detailed in Item 4 of this agreement, shall be negotiated by the Contractor with VCTC prior to beginning additional work.

4. COMPENSATION

4.1 - The total compensation payable by VCTC to CONTRACTOR for the above stated services is not to exceed \$150,000 for the one-time engagement. The VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount unless received in writing and agreed to by VCTC prior to the commencement of the work.

4.2 - CONTRACTOR will bill VCTC monthly for the percentage of completion of tasks as specified in Contractor's proposal (Attachment 2) less tasks accomplished and previously paid during the month. VCTC will pay CONTRACTOR within thirty (30) days of approved receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs as specified in Contractor's Proposal and claimed to have been incurred by CONTRACTOR and its subcontractors in the

performance of the Agreement during the period covered by each invoice. Costs in excess of those specified in the Contractor's Proposal in Attachment 2 shall not be eligible for reimbursement.

5. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All services shall be completed in accordance with the Contractor's schedule, adjusted for start date, contained Attachment 2 to this Agreement. Deviations from the schedule shall be approved by VCTC and all work under this agreement is to be completed within twelve months of the commencement date. Progress reports, which include a summary of the percent of work completed during the billing period, will be provided by the CONTRACTOR with each invoice.

6. ASSIGNMENT AND SUBCONTRACTING

6.1 - This Agreement is for professional services and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.

6.2 - CONTRACTOR shall complete all work under this Agreement and as set forth in Attachment 1. CONTRACTOR has identified the Rails-to-Trails Conservancy as a subcontractor to this project; Contractor may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCTC only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment 1. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCTC.

8. KEY PERSONNEL

Mr. Brett Hondorp, Principal-in-Charge, and Ms. Emily Duchon, Project Manager are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the VCTC.

9. INSURANCE

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, 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. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insured Retentions

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

10. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

11. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, CONTRACTOR shall save, keep, indemnify, hold harmless and defend VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or

employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied installed pursuant to this agreement. CONTRACTOR shall not be liable for claims, losses, damages or expenses caused by the willful misconduct or gross negligence of the VCTC. ,

12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

13. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, except for the audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the State Auditor General.

14. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

15. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCTC shall pay for the costs and noncancelable commitments incurred prior to the date of notice of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

16. NOTICES

16.1 - All notices to the VCTC under this Agreement shall be in writing and sent to:

Mr. Steve DeGeorge, Director of Planning
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

16.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Mr. Brett Hondorp Principal
Alta Planning + Design
617 w 7th Street, Suite 505
Los Angeles, CA 90017

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

17.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

17.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

17.3 - This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCTC to CONTRACTOR.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

19. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNTY TRANSPORTATION COMMISSION

Peter Foy, Chair

Date

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel

Date

CONTRACTOR – Alta Planning + Design

Brett Hondorp, Principal

Date

Attachment 1

Scope of Work

Task A: Route Inventory and Assessment

Task A1: Analysis of Route Options and Existing Resources Review

Kick-off Meeting

CONTRACTOR staff will attend a kick-off meeting with VCTC staff to initiate the project. We will discuss project scope and schedule, as well as the vision and goals for the wayfinding system. In advance of the kick-off meeting, CONTRACTOR will prepare the agenda and a Data Needs Request Memorandum that lists major items needed to advance the project, including GIS data and key plan documents for background review.

At the conclusion of the kick-off meeting, key action items will be identified, and the project schedule will be revised per discussion. CONTRACTOR will revisit the Scope of Work after the kick-off meeting to consider potential cost-neutral adjustments to the staff hours and resources devoted to each task. An updated Scope of Work – Amended will be submitted to the Client Project Manager for approval before any additional tasks are initiated.

Existing Conditions

CONTRACTOR will document existing bikeway networks, local challenges, and opportunities utilizing plans, studies, and the current VCTC bicycle map. Contractor will organize results from this review in a table and use it to inform the visioning and concept development tasks.

CONTRACTOR will inventory existing routes commonly used by bicycle groups and recreational bicyclists. CONTRACTOR will access publicly available data on online mapping sites such as Strava.com and Adventure Bicycling and incorporate input from local users, in conjunction with outreach to the local community described in Task A2.2 Outreach.

Existing Plans and Studies

Pacific Coast Route

The Ventura County Regional Trails and Pathways Final Master Plan Report, 1995

Ventura County Regional Bikeways Plan, 1996

Ventura Countywide Bicycle Master Plan, 2007

VCTC Bicycle Map

Online Mapping Sites

Prepare Base Maps

CONTRACTOR will work with VCTC to access existing GIS data (in ArcView-compatible format) to be used in preparing project base maps. CONTRACTOR already has substantial bikeway information in GIS, developed as part of our previous work with VCTC. However, up-to-date GIS data is best for consistency with current conditions.

The existing condition base maps prepared by CONTRACTOR will include information useful to developing a wayfinding plan, including existing and proposed bikeways, land uses and settlement patterns, major destinations and services, bicycle parking facilities, and connections to transit. Bikeways in adjacent jurisdictions will be displayed to show how the Ventura County network provides connectivity and continuity to Santa Barbara and Los Angeles Counties. Base maps will be developed at appropriate graphic scale(s) to communicate existing conditions and for incorporation into the Wayfinding Plan.

Task A2: Preliminary Route Alternatives

Building upon the data analyzed and mapped in the previous task, CONTRACTOR's approach to identify preliminary route alternatives will include engaging the VCTC Technical Advisory Committee (TTAC) and local jurisdictions, outreach to bicycle user groups and the broader community, and conducting on-the-ground field assessment. CONTRACTOR will utilize knowledge gained from the outreach efforts (described in detail in Task A2.2) to establish criteria for preliminary route selection (i.e., facility type, shoulder width, connectivity).

At the completion of this task, CONTRACTOR will inventory a network of preliminary routes with a description of opportunities and challenges, and provide an analysis of missing gaps and links, and site photos. The missing links, or routes identified as critical for bicycle travel but not adequate for bicycle use will be considered for future wayfinding.

Task A2.2: Outreach Strategy

CONTRACTOR recognizes that VCTC, Ventura County Department of Public Works, local jurisdictions, other transportation entities (including Caltrans), and the bicycling public all have separate, yet interdependent goals for the County's regional bicycle wayfinding system. Our facilitation and outreach approach will foster a spirit of cooperation among stakeholders and create a shared vision of County-wide bicycle wayfinding goals and design standards. This scope identifies a recommended strategy to engage stakeholders and the community and we will work with VCTC to refine this strategy to fit your needs. CONTRACTOR will work with the VCTC project administrative consultant to plan and facilitate community outreach meetings and events. We will also rely on VCTC to identify stakeholders and key members of the public, as well as arrange meeting spaces. CONTRACTOR shall provide public information materials including meeting fliers (to be printed and distributed by VCTC), informational displays, and meeting presentation materials.

A 2.2.1 VCTC Transportation Technical Advisory Committee (TTAC) Meetings

The CONTRACTOR team will schedule, plan, and facilitate up to four TTAC working meetings. We recommend these meetings take place in conjunction with the following tasks:

TTAC Meeting #1: Task A — to review project goals and the public outreach plan, and provide guidance for selecting and prioritizing preliminary routes.

TTAC Meeting #2: Task B/C — to obtain feedback on sign designs.

TTAC Meeting #3: Task D/E — to present and obtain feedback on the Draft Wayfinding Plan.

TTAC Meeting #4: Following Task E — to present the Draft/Final Wayfinding Plan.

A 2.2.2 Local Jurisdiction Engagement

Survey of Local Standards and Preferences

In order to identify local standards, guidelines, maintenance procedures, and preferences affecting regional wayfinding elements, CONTRACTOR will send an online survey to the ten local jurisdictions and the County. CONTRACTOR will follow up by telephone with cities that are unable to provide data electronically through the survey.

Stakeholder Meetings

CONTRACTOR shall hold two stakeholder meetings with staff from local jurisdictions and the Ventura County Department of Public Works. CONTRACTOR will hold a work session with project stakeholders early in the process to review local design requirements, opportunities, challenges, maintenance procedures, and coordination of the sign system.

Once draft wayfinding routes, designs and placement are determined (in Task C), CONTRACTOR will hold a second meeting focused on recommendations. Topics for discussion shall include wayfinding sign

designs, sign content (e.g., destination hierarchy and terminology), placement standards, and proposed locations for the sign system elements. Feedback received will be thoughtfully considered for integration into the final Regional Bicycle Wayfinding Plan.

A2.2.3 Public Outreach

Public involvement for the Ventura County Regional Wayfinding System is an important element for success in meeting anticipated outcomes. CONTRACTOR shall plan to engage the community at key milestones throughout wayfinding development with online engagement early in the planning process, bicycle rides with local bike groups to field-test preliminary routes, and a public workshop to solicit feedback on the draft wayfinding plan.

Online Engagement

The CONTRACTOR team will collaborate with VCTC staff to develop strategies for an effective online engagement campaign to reach a broad audience. Two strategies we have found to be effective are an online survey and interactive mapping tool.

Utilizing input from the TTAC, CONTRACTOR will assemble an online survey to gain public input on wayfinding opportunities and challenges within the county. A series of targeted questions will gauge where the public rides, the purpose (i.e., to work or for recreation), as well as where they experience connectivity and wayfinding challenges.

CONTRACTOR will also develop an interactive mapping tool to collect citizen-generated and location-based route suggestions. Visitors to the site will be able draw and provide comments on preferred routes and identify locations of opportunities. The online mapping tool can also be viewed on smartphones so that residents may enter data on-site. The map will be available to the public for a maximum of four weeks. After the four-week period ends, CONTRACTOR will provide a memorandum to VCTC summarizing the comments received.

CONTRACTOR will summarize results of the online survey and interactive map and consider these results when developing alternatives.

Bicycle Rides

Following the initial selection of preliminary routes CONTRACTOR will coordinate with local bicycle groups to field-verify the routes. CONTRACTOR staff — Emily Duchon, James Powell, and League of American Bicyclist Certified Instructor, Ryan Johnson — will accompany local bicyclists on selected rides throughout the County. Contractor will photo- and video-document the rides. We also recommend that TTAC members and local jurisdiction staff be invited on selected rides. This exercise has proven to be a valuable tool in similar projects to allow the TTAC and local stakeholders to gain close-up, first-hand knowledge of the routes and associated issues, enabling the group to provide valuable input to the project team, and provide an on-site forum for identifying opportunities and challenges, and to discuss wayfinding options.

Public Workshop

CONTRACTOR will prepare materials and facilitate an interactive community workshop to present recommended routes, sign designs, and receive input on the draft wayfinding plan. The CONTRACTOR team will provide a written summary of the public workshop.

Task A3: Prioritization of Routes

CONTRACTOR will screen route alternatives according to evaluation criteria. Evaluation criteria will consider relative benefits, costs, and achievement of objectives. CONTRACTOR will propose draft criteria to the TTAC for review, comment, and refinement prior to the evaluation. Some or all of the following evaluation criteria may be used (and others may be added):

Safety and Liability: Based on conformance with state and federal standards and guidelines.
Community Input: Consideration of alternatives that provide the most direct and convenient access to priority destinations.
Cycling Activity: Based on the level of activity or popularity of bicycling routes gathered from online data sites such as Strava.com.
Ease of Implementation: To prioritize projects with existing bicycle facilities.
Gap Closure: Key gap closure that expands regional connectivity.
Route legibility: Route is indirect or otherwise has been identified as having navigational challenges.
Equitability: Route would expand mobility options for underserved population.

CONTRACTOR will prepare a prioritization matrix using the evaluation criteria to evaluate the route alternatives and provide a basis for route selection in Task C. Scoring of individual items may be weighted to reflect the highest priority items, in coordination with the TTAC. CONTRACTOR will summarize this information and present it to staff and the committee.

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Task A4: Route Inventory and Assessment Summary Report

CONTRACTOR will produce a Task A Report which will summarize the findings from Tasks A1-A3. It will contain the deliverables listed below.

Task A Deliverables:

- Meeting agenda, presentation materials, and notes for the project kick-off meeting, TTAC meeting #1, and stakeholder meeting
- Draft Evaluation Criteria
- Task A Report
 - Project goals summary table
 - Existing plan background overview
 - Base mapping
 - Preliminary route assessment
 - Evaluation criteria
 - Outreach summary (including online engagement results)
 - Route prioritization matrix
- ESRI shapefile of preliminary routes

Task B: Sign Design Protocol

Task B1: Design Standards and Requirements

CONTRACTOR will summarize technical requirements per the AASHTO Guide for Bicycle Facilities, the California Manual on Uniform Traffic Control Devices (CA MUTCD), and relevant Americans with Disabilities Act Accessibility Guidelines. CONTRACTOR will also identify standards and regulations from the County and the ten local jurisdictions within Ventura County that may affect the design and placement of the regional bicycle wayfinding signs (based on the methodology described in Task A2).

In addition, CONTRACTOR will highlight best practices and lessons learned from model cities that go beyond the standards with the goal of achieving optimum results. Examples shall include systems that incorporate distance in terms of time (an effective encouragement tool), the integration of smartphone technology, and “heads up” orientation maps. Best practices for bicycle navigation — both on-street and off-street — shall be described, including methods of route identification, destination selection and prioritization, installation, and maintenance.

CONTRACTOR will summarize our findings in both memo and presentation format so that the information may be presented at the stakeholder meetings to establish a common understanding of innovative and effective wayfinding strategies and practices.

Task B2: Sign Design Alternatives and Recommendations

Wayfinding Elements

The bicycle wayfinding system is anticipated to be composed of a family of complementary elements, including directional, confirmation, and turn signs, as well as pavement markings. Orientation maps, decorative sign toppers, and mile markers will also be explored to create a complete and seamless navigational experience for area bicyclists. Based on input from VCTC staff and stakeholders, CONTRACTOR will prepare three distinct design concepts for the wayfinding system for discussion.

CONTRACTOR recommends the three concepts to be 1) CA MUTCD, 2) Modified CA-MUTCD, and 3) an original design. Options two and three will both provide alternatives to allow for individual jurisdictional branding. CONTRACTOR will develop a decision matrix describing the pros and challenges such as material durability, installation costs, maintenance costs for each design alternative. CONTRACTOR will present design options to the local community during the first series of public workshops.

Once CONTRACTOR receives stakeholder input and staff approval of a preferred wayfinding system conceptual design, CONTRACTOR will refine the design for each of the wayfinding elements. Refined designs will indicate overall dimensions, materials, graphics, and colors for each element. The refined designs will be made available to VCTC for internal review prior to release to project stakeholders.

Task B3: Task B Report-Sign Design Protocol

CONTRACTOR will produce a Task B Report which will summarize the findings from Tasks B1-B2. It will contain the deliverables listed below.

Task B Deliverables:

Meeting agenda, presentation materials, and notes for TTAC meeting #2, and Public Workshop Series #1

Task B Report

- Review of Federal, State and local standards and guidelines for sign design
- Bicycle wayfinding best practices and lessons learned
- Concept designs for up to three sign design themes and decision matrix
- Community input summary
- Preferred sign design

Task C: Route Selection and Sign Placement

Task C1: Preferred Route Alternatives and Recommendations

Route Selection

Based upon input received from VCTC and stakeholders on the prioritization matrix developed in Task A, CONTRACTOR will recommend preferred routes for the regional wayfinding system. Existing bicycle facilities which are open to public use, provide a safe user experience, and provide connectivity to significant area destinations may be early candidates for implementation of immediate wayfinding improvements. These might include the Coastal Route, the Ojai Valley Trail, and the Simi Valley Arroyo Route.

Routes will be identified in GIS and ESRI shape files will be provided.

Destination Selection and Prioritization

A consistent approach to selecting and prioritizing destinations to be included in wayfinding is necessary where limited space is available for information and a multitude of potential destinations exists.

CONTRACTOR will ask VCTC to provide a preliminary destination list to be considered on regional wayfinding elements including cities, defined districts, and regional landmarks and destinations. Local destinations (e.g., cultural, business, government, shopping, education, parking, recreation, and neighborhoods) may potentially be included on wayfinding elements based on TTAC input. We will recommend destination selection criteria and prioritization, anticipating both regional attractions and local points of interest.

Task C2: Locations for Wayfinding Infrastructure

Based on discussions with the VCTC and stakeholders, CONTRACTOR will select scenarios for placement guidelines for illustration. Ventura County's bicycle network includes regional and local Class I, II, and III facilities which connect both regional and location destinations. Each of these facilities intersect with each other as well as with the roadway system. CONTRACTOR will develop a consistent sign placement protocol and create a GIS database of sign placements for phase one of the identified priority routes. The placement protocol will consider the context of routes through a city system as well as through rural highway routes.

CONTRACTOR will further diagram up to five typical Ventura County bikeway scenarios with recommended wayfinding improvements. Diagrams may include recommendations for typical setback, vertical clearance, and frequency, as well as placement at intersecting bike routes, transitions between on-street and off-street bicycle facilities, and nonstandard intersections.

Task C3: Gaps and Missing Links Analysis

CONTRACTOR will identify and characterize the regional bicycle system gaps. Gaps exist in various forms, ranging from short "missing links" on a specific corridor such as the gap along the Coastal Route through Oxnard, to larger geographic areas with few or no bicycle facilities or narrow shoulders. The CONTRACTOR team proposes to classify gaps into five main categories: spot gaps, connection gaps, lineal gaps, corridor gaps, and system gaps.

CONTRACTOR will create a Regional Bicycle Improvement Project list which identifies the types of improvements recommended for closing gaps. A description of benefits associated with closing the gaps will be provided.

Task C4: Route Plan-Draft and Final Regional Wayfinding Plan

CONTRACTOR will assemble a wayfinding master plan describing priority routes, destination priorities, and placement, design guidance and gap analysis. An administrative draft will be issued to VCTC. Following one set of consolidated comments, the Draft Wayfinding Plan will be presented at TTAC Meeting #3 and released for public comment. A public workshop is proposed to get input on the plan prior to the development of construction documents. CONTRACTOR will include the cost estimates from Task D and the maintenance plan from Task E in the final draft.

Online Map Update

A large number of bicyclists plan their route online before they hit the road. An online route map is an essential part of a wayfinding project and CONTRACTOR will utilize GIS mapping throughout the development of the Wayfinding Plan to develop an online, embeddable map to be hosted on VCTC's website.

CONTRACTOR's map will display existing bikeways by class or a user ability ranking throughout Ventura County and allow users to pan, zoom, and print specific locations or windows of the map. CONTRACTOR can customize base maps to include aerial imagery, streets, hillshade, or more stylized background information. Points or markers will identify area destinations such as civic buildings, community centers, parks, or bike shops. Point and click information can also be provided for various map features to communicate relevant information such as bikeway type, route descriptions, photos, park names, or links to external websites where users can find additional information. CONTRACTOR will develop the online map using Mapbox and will be compatible with viewing on mobile devices to maximize its usefulness to potential users. We will provide the native files for VCTC to incorporate into the VCTC Bikeways Map App. VCTC would be responsible for paying any website hosting fees and for the \$5 per month Mapbox hosting service.

Task C Deliverables:

- Meeting agenda, presentation materials, and notes for TTAC meeting #3, and Public Workshop
- Draft and Final Wayfinding Plan
- Online regional bikeways map
- Presentation materials

Task D: Sign Specifications and Estimate

Task D1: Drawings, Specifications and Estimates

CONTRACTOR will prepare drawings, specifications and estimates to install the first phase of wayfinding signs as developed in the Wayfinding Plan development. We will detail the type, size, location, and content for up to 65 unique destination signs. The destination signs will be interspersed with confirmation and turn signs which have a consistent sign design (to be determined in Task B).

The plans will include a cover sheet, overview map and index of sign locations, sign schedule, typical installation details, and typical sign details. CONTRACTOR will develop typical installation details to show up to ten typical installation scenarios, including required minimum offsets. Typical sign details will be based on sign development from the Wayfinding Plan and Ventura County standard details. A construction cost estimate will be developed for the improvements. One review submittal will be made to VCTC and relevant jurisdictions for review. Corrections will be made based on one consolidated set of comments and final documents will be submitted to VCTC.

Task D2: Maintenance Cost Estimate

CONTRACTOR will evaluate maintenance costs for each regional bike route will be evaluated according to an estimated cost-per-mile and estimated annual maintenance and operation costs by implementation phase based on comparable experiences and best practices review.

Task D3: Summary of Findings and Recommendations

CONTRACTOR will produce a Task D Report which will summarize the findings from Tasks D1-D2. It will contain the deliverables listed below.

Task D Deliverables:

- Task D Report
 - Drawings, specifications, and cost estimates for typical sign and installation details. Placement plans will be developed for the top 2 regional routes or up to 65 unique destination signs.
 - Maintenance cost estimates

Task E: Wayfinding Program Administration

Task E1: Maintenance Plan

The purpose of the maintenance plan is to 1) make sure the regional bicycle routes are adequately maintained and promoted, 2) maintain consistent regional sign design and placement protocols, and 3) integrate and coordinate various local jurisdictions through which the regional routes traverse. CONTRACTOR will develop a recommended maintenance program for existing and proposed regional routes. CONTRACTOR will incorporate maintenance and other operating expenses from Task D. The responsible jurisdiction and department will be identified, as will the relationship to possible funding sources and specific requirements.

Task E2: Summary of Findings and Recommendations

CONTRACTOR will prepare a summary of findings, options, and recommendations to operate and maintain the wayfinding system

Task E Deliverables:

- Task E Report (to be incorporated into final Wayfinding Plan)
 - Maintenance plan

Task F: Project Management

Task F1: Project Management and Ongoing Communication

Throughout the project, CONTRACTOR will ensure that there will be ongoing coordination between Alta's Project Manager, Emily Duchon, and the VCTC Manager – including email, phone and written communication to keep VCTC apprised of progress. We propose to hold bi-weekly calls so that the project stays on schedule, on budget, and continues to meet VCTC's expectations.

CONTRACTOR will provide written monthly project status updates that will include budget and deliverable progress, accomplishments and challenges, and proposed work and action items for the next period.

Task F2: Presentations to TTAC and VCTC Board

CONTRACTOR will develop presentation materials and attend up to four meetings to present the Draft and Final Wayfinding Plans to the TTAC and VCTC Policy Board.

Task F Deliverables:

- Ongoing communication with VCTC staff; bi-weekly coordination calls and monthly project status reports
- Meeting agenda and minutes for meetings; presentation materials
- Revised Scope of Work and schedule
- Presentation materials and attendance at two (2) TTAC meetings and two (2) VCTC Policy Board meetings

Assumptions

- Permitting and coordination with internal or external agencies will be completed by the Client.
- All work is assumed to be within the public right-of-way. Verification shall be the responsibility of others.
- Any coordination with private land owners or other public agencies not described within this specific scope of work is assumed to be the responsibility of others.

Structural and/or electrical engineering is not included as part of this scope of work.

Topographic survey is not included within this scope of work.

The schedule and budget assume that one set of reconciled comments will be provided to CONTRACTOR with each review submittal described within this scope of work.

Bid services and construction administration shall not be included without a revised scope and budget.

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Item #8G

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: FISCAL YEAR 2014/2015 CARRY-OVER BUDGET AMENDMENTS

RECOMMENDATION:

- Amend the VCTC Fiscal Year 2015/2016 budget as stated in Attachment 1 to carry-forward revenues and expenses from Fiscal Year 2014/2015.

DISCUSSION

The Fiscal Year 2015/2016 budget was in part prepared on estimates for projects that occurred in Fiscal Year 2014/2015. Some projects experienced delays and/or all funds weren't expended as anticipated. Therefore, staff is recommending the following budget amendments of carry-over revenues and fund balance from prior years to increase the Fiscal Year 2015/2016 budget as stated in Attachment 1.

<u>Budget</u>	<u>Attachment 1</u>	<u>Funding</u>	<u>Explanation</u>
	<u>Increase</u>		
Fare Collection & APC System			
- Professional Service	\$145,000	\$113,944 FTA \$31,056 LTF	Funds unexpended for professional services from the Goventura Smartcard and Fare Collection budgets.
- Equipment Maintenance	\$78,000	\$62,400 FTA \$15,600 LTF	Funds unexpended for equipment maintenance from the Fare Collection budget.
- Equipment	\$143,000	\$113,794 FTA \$29,206 STA	Funds unexpended for equipment from the Fare Collection budget.
- Printing	\$25,200	LTF	Funds unexpended for printing from the Fare Collection budget.
Metrolink			
- Equipment/Sealed Corridor	\$120,200	Prop 1B	Funds unexpended for equipment/sealed corridor from the Metrolink budget and accrued interest.
Santa Paula Branch Line			
- Non-Rail Maintenance	\$140,390	\$84,390 Lease \$56,000 STA	Funds unexpended for non-rail maintenance from the SPBL budget.
Rideshare			
- Database Administration	\$46,000	CMAQ	Funds unexpended for database administration from the rideshare budget.
Airport Land use Commission			
- Consultant Services	\$64,680	DOD	Funds unexpended for consultant services from the ALUC budget.
Regional Transportation Planning			
- Consultant Services	\$180,000	LTF	Funds unexpended from the LTF fund balance.
Transportation Development Act			
- Pass-Through PUC 99314	\$32,172	STA	Funds unexpended for Gold Coast Transit pass-through from the TDA budget.
VCTC Office Building			
- Project/Construction Mgmt	\$50,000	STA	Funds unexpended for project/construction management from Office Building budget.
- Architectural Consultant	\$50,000	STA	Funds unexpended for architectural consultant from the Office Building budget.



Item # 8H

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE MATTAS, GENERAL COUNSEL
SUBJECT: LANCE AND JENNIFER MARTIN TIRE DAMAGE CLAIM

RECOMMENDATION:

- Reject a claim submitted by Lance and Jennifer Martin for tire damage.

BACKGROUND:

On June 29, 2015, VCTC received a claim on behalf of Lance and Jennifer Martin in connection with tire damage that they claim was sustained while driving over a railroad crossing 4.2 miles west of downtown Fillmore. According to the claim, the crossing in question is the first crossing to the west of Fillmore. Staff has reviewed the claim and the location of the alleged incident and believes that the crossing is consistent with standard railroad crossing conditions . Based on staff investigation and assessment of the claim, there is nothing to suggest VCTC has liability. Consequently, it is recommended that VCTC reject Lance and Jennifer Martin's claim for tire damage.

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Item # 8I

September 11 , 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR

SUBJECT: REQUEST FOR PROPOSAL, TRAFFIC MODEL AND CONGESTION MANAGEMENT PLAN UPDATE

RECOMMENDATION:

- Authorize the Executive Director to release a Request for Proposal (RFP) for updates to the Ventura County Traffic Model and Ventura County Congestion Management Plan.

DISCUSSION:

The Ventura County Traffic Model (VCTM), is an analytical tool for studying traffic patterns and traffic forecasting. Results of the VCTM are based known and predicted land uses and associated vehicle trip rates. The current version of the VCTM was developed in 2007 and is based on prerecession land use assumptions, making the 2035 forecast year data highly unreliable. Historically VCTC updates the VCTM every five to seven years to keep results valid and the model is once again in need of updating.

In addition to the need to update VCTC's analytical tools, the County of Ventura is embarking on a General Plan Update and will be dependent on the VCTM for accurate information to complete the Circulation Element of the General Plan. VCTC and County staff have already met to discuss common needs for traffic analysis and the timing of both efforts.

Related to the traffic model, VCTC's Congestion Management Plan (CMP) which monitors roadway performance, transit and other modes, Transportation Demand Management (TDM) programs, as well outlining VCTC's Capital Improvement Plan was last updated in 2009. There is a good deal of commonality between development of the traffic model and the CMP therefore staff is recommending that the two update efforts be combined into a single project.

At this time, staff is preparing a Request for Proposal for this effort and is requesting that the Commission authorize the Executive Director to release the RFP for updates to the Ventura County Traffic Model and the Ventura County Congestion Management Plan. Staff will bring the results of the RFP process to the Commission for discussion and approval of an agreement for consultant services for this work.

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Item # 8J

September 11 , 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR

SUBJECT: REQUEST FOR PROPOSAL, BRIDGE INSPECTION AND LOAD CALCULATION

RECOMMENDATION:

- Approve releasing a Request for Proposal (RFP) for professional services for annual bridge inspections and to perform bridge load capacity calculations on the Santa Paula Branch Line as required by 49 CFR Part 237, Bridge Safety Standards.

BACKGROUND:

In July of 2010 the Federal Railroad Administration (FRA) enacted Title 49, Code of Federal Regulations (CFR) Part 237, and Bridge Safety Standards which mandated that owners of railroads develop and adopt a Bridge Management Plan (BMP). As part of the BMP, bridges must be inspected annually for safety and engineering deficiencies and by March of 2017 all bridges in service must have bridge load capacity ratings performed to determine the safe load carrying ability of each bridge. As owners of the Santa Paula Branch Line (SPBL) the VCTC must comply with the federally mandated 49CFR part 237 on the prescribed schedule.

DISCUSSION:

Since 2012, VCTC has complied with the requirement for annual bridge inspections and this year must begin bridge load capacity ratings so that the ratings may be completed by March of 2017. The long lead time for bridge load capacity ratings is necessitated by the lack of engineering drawings for any of the bridges on the SPBL. Each bridge will have to be evaluated based on the construction materials, spans and condition of the bridge to determine the safe load capacity. It is conceivable given the age and condition of many of the bridges on the SPBL that the load capacity would be insufficient to safely handle current rail loads requiring bridges to be taken out of service until repaired.

The cost of the annual bridge inspection and the load capacity ratings was anticipated and is contained in the adopted Fiscal Year 2015/2016 SPBL budget. Staff has prepared a Request for Proposal (RFP), Attachment 1 to this item, to solicit proposals for consultant assistance to perform both the annual bridge inspections and to begin the load calculations. Staff recommends that the Commission approve the release of an RFP for professional service for annual bridge inspections and to perform bridge load capacity calculations on the Santa Paula Branch Line as required by 49 CFR Part 237, Bridge Safety Standards. Results of the RFP process will be brought back to the Commission for discussion and contract approval.

VENTURA COUNTY TRANSPORTATION COMMISSION REQUEST FOR PROPOSAL BRIDGE INSPECTIONS AND BRIDGE LOAD RATINGS ON THE SANTA PAULA BRANCH LINE

INTRODUCTION

The Ventura County Transportation Commission (VCTC) is soliciting proposals from professional engineering consultants, licensed to practice in the State of California, to perform in-depth structural inspections and determination of bridge load capacities to comply with 49 CFR, Part 237, Bridge Safety Standards, on the VCTC owned, Santa Paula Branch Line (SPBL).

BACKGROUND

The Ventura County Transportation Commission purchased the rail corridor and active rail line known as the Santa Paula Branch Line in 1995 from Southern Pacific Transportation Company. The SPBL corridor is 32 miles long, with approximately 29 miles of active track and 39 bridges requiring inspection and capacity ratings. The SPBL traverses Ventura County eastward from the Coast Main Line in the city of Ventura, to the community of Piru. The line is currently authorized to handle railcars up to and including 263,000 pound gross weight on rail.

The bridge types and crossings are listed in Attachment 1 to this RFP. A Bridge Management Plan is in place and annual bridge inspections have been completed since 2012. Both the Bridge Management Plan and annual inspection records will be available to the successful bidder. No technical or engineering drawings or documentation exist, other than those contained in the annual Bridge Inspection Report available on line at (<Http://XXXXXXX>), for any of the bridges on the SPBL.

Train operations on the Santa Paula Branch Line consist of Union Pacific, one freight car per week scheduled to Mile Post 413.85 in Santa Paula and Fillmore & Western Railway Company with excursion train operations from approximately mile post 414.45 in Santa Paula to the eastern terminus of the line at Mile Post 435.07 and movie train operations on the SPBL Mile Post 403.20 to eastern terminus of the line at Mile Post 435.07, please see Track Chart in Attachment 2 to this RFP. Please note that operations on the SPBL are subject to change and proposers will need to validate operations upon receiving a Notice to Proceed.

QUALIFICATIONS

The VCTC is seeking professional engineering consultants, licensed to practice in the State of California, to perform in-depth structural inspections and determination of bridge load capacities to comply with 49 CFR, Part 237, Bridge Safety Standards, on the VCTC owned, Santa Paula Branch Line (SPBL). Proposing consultants must have a qualified Railroad Bridge Engineer as described in CFR49, Part 327.51 and who are fully conversant with and able to comply with 49 CFR 213, 214 (c), and all other Federal Railroad Safety Laws.

When submitting qualifications please include at least three current or recent related projects and contact information for references.

SCOPE OF WORK

The scope of work consists of two separate and distinct tasks, **Task 1, Annual Bridge Inspections** and **Task 2, Determination of Bridge Load Capacities**. Please note that in the pricing requirement these two tasks must be priced separately.

Task 1, Annual Bridge Inspection:

Task 1 consists of physical inspection of each bridge listed on Attachment 1 to this RFP in conformance with 49 CFR 237.109 below. Deliverables include two hardcopy and one digital copy Bridge Inspection Reports as well as estimates for any required repairs or modifications. All work and documentation must be completed and submitted to VCTC by January 15, 2016.

49 CFR 237.109

- (a)** Each track owner to which this part applies shall keep a record of each inspection required to be performed on those bridges under this part.
- (b)** Each record of an inspection under the bridge management program prescribed in this part shall be prepared from notes taken on the day(s) the inspection is made, supplemented with sketches and photographs as needed. Such record will be dated with the date(s) the physical inspection takes place and the date the record is created, and it will be signed or otherwise certified by the person making the inspection.
- (c)** Each bridge management program shall specify that every bridge inspection report shall include, as a minimum, the following information:
 - (1)** A precise identification of the bridge inspected;
 - (2)** The date on which the physical inspection was completed;
 - (3)** The identification and written or electronic signature of the inspector;
 - (4)** The type of inspection performed, in conformance with the definitions of inspection types in the bridge management program;
 - (5)** An indication on the report as to whether any item noted thereon requires expedited or critical review by a railroad bridge engineer, and any restrictions placed at the time of the inspection;
 - (6)** The condition of components inspected, which may be in a condition reporting format prescribed in the bridge management program, together with any narrative descriptions necessary for the correct interpretation of the report; and
 - (7)** When an inspection does not encompass the entire bridge, the portions of the bridge which were inspected shall be identified in the report.
- (d)** An initial report of each bridge inspection shall be placed in the location designated in the bridge management program within 30 calendar days of the completion of the inspection unless the complete inspection report is filed first. The initial report shall include the information required by paragraphs (c) (1) through (c) (5) of this section.
- (e)** A complete report of each bridge inspection, including as a minimum the information required in paragraphs (c)(1) through (c)(6) of this section, shall be placed in the location designated in the bridge management program within 120 calendar days of the completion of the inspection.
- (f)** Each bridge inspection program shall specify the retention period and location for bridge inspection records. The retention period shall be no less than two years following the completion of the inspection. Records of underwater inspections shall be retained until the completion and review of the next underwater inspection of the bridge.
- (g)** If a bridge inspector, supervisor, or engineer discovers a deficient condition on a bridge that affects the immediate safety of train operations, that person shall report the condition as promptly as possible to the person who controls the operation of trains on the bridge in order to protect the safety of train operations.

Task 2, Determination of Bridge Load Capacities

Task 2 consists of determining the safe load capacity of each bridge listed on Attachment 1 to this RFP in conformance with 49 CFR 237.71 below. Please note that no technical or engineering drawings or documentation exist for any of the bridges on the SPBL, other than those contained in the Annual Bridge Inspection Report available online at ([HTTP://XXXXXXXXXX](http://XXXXXXXXXX)). In consultation with VCTC, the successful proposer will determine the precise sequence and phasing of bridges to be rated. Proposers should develop a unit price per bridge in the event that portions of the SPBL are taken out

of service as a result of inspections and/or load capacity calculations.

Deliverables include two hardcopy and one digital copy Bridge Load Capacity Reports as well as estimates for any required repairs or modifications. All work and documentation must be completed and submitted to VCTC by March 2017.

§ 237.71 Determination of bridge load capacities.

- (a) Each track owner shall determine the load capacity of each of its railroad bridges. The load capacity need not be the ultimate or maximum load capacity, but must be a safe load capacity.
- (b) The load capacity of each bridge shall be documented in the track owner's bridge management program, together with the method by which the capacity was determined.
- (c) The determination of load capacity shall be made by a railroad bridge engineer using appropriate engineering methods and standards that are particularly applicable to railroad bridges.
- (d) Bridge load capacity may be determined from existing design and modification records of a bridge, provided that the bridge substantially conforms to its recorded configuration. Otherwise, the load capacity of a bridge shall be determined by measurement and calculation of the properties of its individual components, or other methods as determined by a railroad bridge engineer.
- (e) If a track owner has a group of bridges for which the load capacity has not already been determined, the owner shall schedule the evaluation of those bridges according to their relative priority, as established by a railroad bridge engineer. The initial determination of load capacity shall be completed not later than five years following the required date for adoption of the track owner's bridge management program in conformance with § 237.31.
- (f) Where a bridge inspection reveals that, in the determination of the railroad bridge engineer, the condition of a bridge or a bridge component might adversely affect the ability of the bridge to carry the traffic being operated, a new capacity shall be determined.
- (g) Bridge load capacity may be expressed in terms of numerical values related to a standard system of bridge loads, but shall in any case be stated in terms of weight and length of individual or combined cars and locomotives, for the use of transportation personnel.
- (h) Bridge load capacity may be expressed in terms of both normal and maximum load conditions. Operation of equipment that produces forces greater than the normal capacity shall be subject to any restrictions or conditions that may be prescribed by a railroad bridge engineer

GENERAL REQUIREMENTS

PERSONNEL QUALIFICATIONS

Federal Railroad Administration (FRA) regulation 49 CFR part 214 requires that all independent contractors and employees who are Roadway Workers must receive annual On-Track Safety Training. A roadway worker is anyone whose duties include inspection, construction, maintenance, or repair of: track, bridges, roadway, signal and communication systems, electrical traction systems, roadway facilities, or roadway maintenance machinery, on or near track or with potential for fouling track.

PRICE PROPOSALS

Consultants shall be selected by a committee evaluating proposals that provide the best overall value to VCTC for this work. Cost will be one factor considered along with other criteria. Proposers shall include separate prices for each task listed below within the proposals submitted.

Task 1, Annual Bridge Inspection, shall be a single flat fee for all inspections and deliverables payable upon completion of the task.

Task 2, Determination of Bridge Load Capacities, proposers should prepare a unit price per bridge in the event that portions of the SPBL are taken out of service as a result of inspections and/or load capacity calculations. Payment shall be made on per bridge completion or phased completion basis.

VCTC assumes no responsibility or liability for costs incurred by proposers prior to the issuance of an agreement. Proposers assume all responsibility for costs associated with the development of proposals in response to this RFP.

CONTRACT DURATION

The successful proposer shall commence services beginning on (XXXXXX) 2015 and shall expire on April 1, 2017 unless otherwise directed in writing by VCTC. VCTC reserves the right to modify the terms of the contract.

TERMINATION

The contract may be terminated by VCTC, with or without cause, upon thirty (30) days' notice. Upon written notice of termination the Contractor shall notify all subcontractors.

VCTC will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change of business condition, except as expressly stated within the contract documents.

INSURANCE REQUIREMENTS

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL Policy shall be endorsed to include "Contractual Liability Railroads".
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Railroad Protective Liability:** Ventura County Transportation Commission as the Named Insured with limits no less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate.

If the contractor maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the VCTC.

Waiver of Subrogation

Contractor hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Contractor may acquire against the VCTC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VCTC. The VCTC may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the VCTC.

Verification of Coverage

Contractor shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PROPOSAL REQUIREMENTS

Proposers shall submit three hard copy proposals, one (1) original with wet signature and two copies and one electronic version of the proposal no later than **4:00 P.M. Pacific Time Friday October 16, 2015. Proposals delivered after the stated time will not be considered. Electronic submissions alone will not be accepted.** Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
ATTN: Steve DeGeorge, Bridge RFP
950 County Square Drive, Suite 207
Ventura, CA 93003

The following information, at a minimum, must be provided by the firms responding to this Request for Proposal:

- Names and qualifications of the firm's principals and other key personnel to be assigned to this project.
- A proposed scope of work including a discussion of the tasks to be accomplished.
- Names and qualifications of proposed subcontractors and their personnel to be assigned to this project.
- A list of references with names, telephone numbers, address and the name of the business or agency.
- Price proposal as described above.

PROPOSAL REVIEW CRITERIA/CONSULTANT SELECTION PROCESS

Consultants shall be selected by a committee evaluating proposals for overall value to VCTC for this work. Proposals will be evaluated based on the following criteria:

- Consultant's professional qualifications, availability and experience of key personnel working on the project;
- Understanding of the Scope of Work, provision of a detail technical approach and work program;
- Prior experience and familiarity with similar projects;
- Cost by task as described above.

VCTC reserves the right to reject any and all proposals, whole or in part, submitted and to request additional information. Contract negotiations will be initiated with the firm that the VCTC deems best qualified to complete this work.

VCTC CONTACT INFORMATION

All questions, comments and proposals should be directed to:

Steve DeGeorge, Director of Technology Ventura County Transportation
Commission 950 County Square Drive, Suite 207
Ventura, CA 93003

Phone: (805) 642-1591 (ext. 103)

Email: sdegeorge@goventura.org

PROPOSAL SCHEDULE

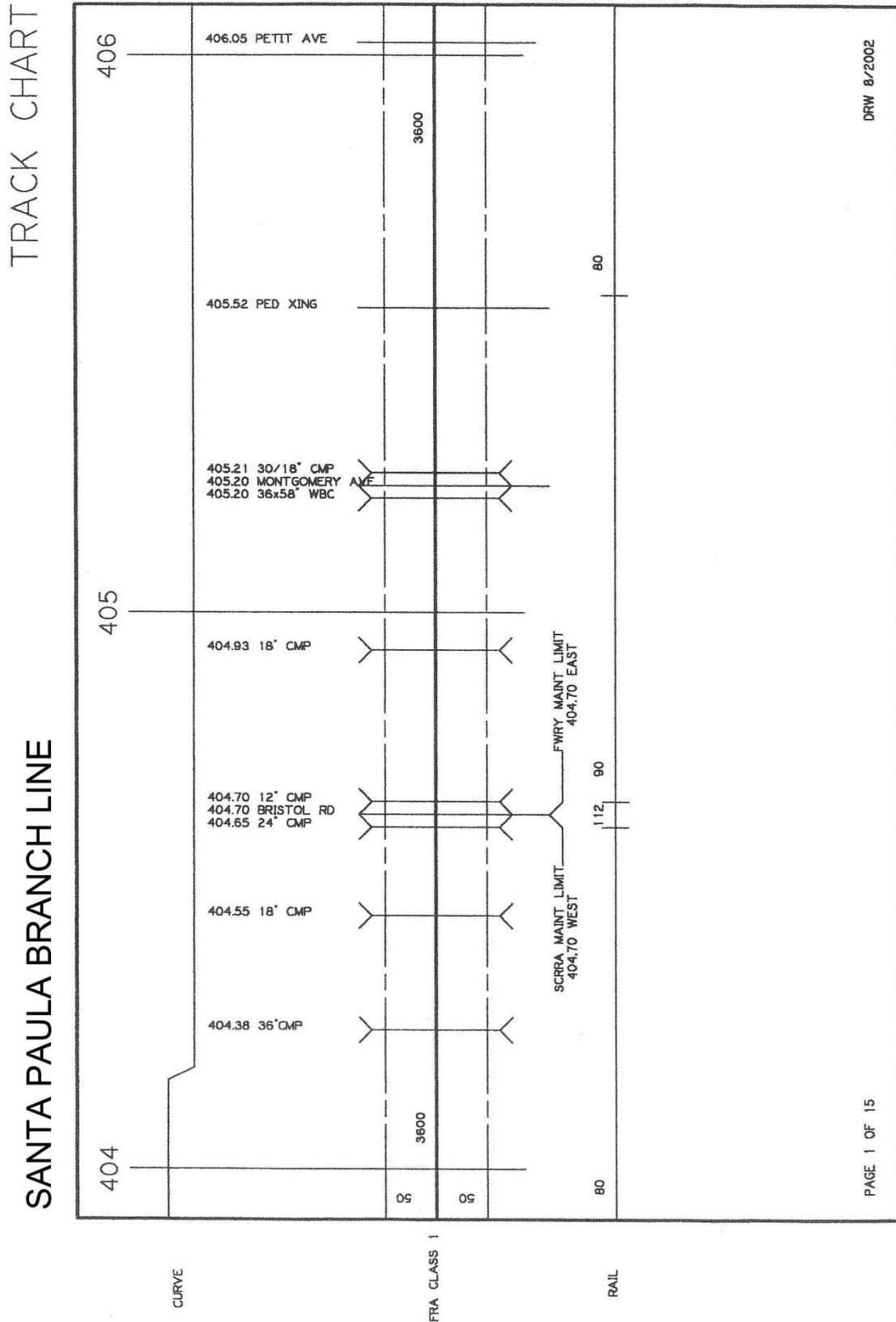
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| ➤ RFP published | - September 14, 2015 |
| ➤ Question & answer period ends | - October 9, 2015 |
| ➤ Proposals due to VCTC | - October 16, 2015 |
| ➤ Consultant interviews if required | - October 26 - 30 |
| ➤ Contract award | - November 6, 2015 |
| ➤ Notice to proceed | - November 9, 2015 |

Attachment 1

VCTC Bridge Inventory List UPDATED 2014

New MP	Old MP	Crossing	Description	Bridge Length	Span Length	Year Built	Nearest Town	Comment
407.48	407.25	Drainage	Open Deck Trestle	30'	12'	1947	Saticoy, CA	Timber Bridge, concrete abutment, concrete pier
408.02	407.79	Drainage	Culvert, 17'x11', CBC	17'	17'	1984	Saticoy, CA	Concrete box culvert
408.84a	408.6 A	Ellsworth Barranca	Ballast deck timber trestle	24'	14', 7'-4"	1973	Saticoy, CA	2 span ballast deck timber trestle
408.84b	408.6 B	Ellsworth Barranca	Deck plate girder	60'	60'	1973	Saticoy, CA	Single span steel deck plate girder
408.84c	408.6 C	Ellsworth Barranca	Ballast deck timber trestle	22'	6'-5", 15'	1973	Saticoy, CA	2 span ballast deck timber trestle
409.74	409.56	Drainage	Ballast deck timber trestle	16'	16'	1963	Saticoy, CA	Single span ballast deck timber trestle over a V-Channel
410.40	410.17	Todd's Barranca	Deck plate girder (E55)	40'	40'	1915	Saticoy, CA	Open deck, deck plate girder over flood control channel. Concrete abutment
411.97	411.74	Haines Barranca	Concrete double box girder	30'	30'	1965	Santa Paula, CA	Concrete double box girder on steel piles
412.25	412.02	Drainage	Thru plate girder (E55)	30'	30'	1915	Santa Paula, CA	Thru plate girder on concrete abutments
415.20	414.97	Drainage	Ballast deck timber trestle	15'	15'	1950	Santa Paula, CA	Ballast deck timber trestle on cut stone abutments
415.32	415.09	Drainage	Ballast deck timber trestle	15'	15'	1940	Santa Paula, CA	Single span ballast deck timber trestle over drainage ditch
415.59	415.36	Santa Paula Creek	100' Truss bridge and 60' thru plate girder	160'	60', 100'	1916	Santa Paula, CA	Thru plate girder (new), Thru truss
415.69	415.44	Ferris Dr	Ballast deck timber trestle	45'	15'	1959	Santa Paula, CA	3 span ballast deck timber trestle on concrete abutment and pier
415.79	415.54	Drainage	Ballast deck timber trestle	15'	8'-1", 7'-10"	1958	Santa Paula, CA	2 span ballast deck timber trestle
415.82	Drainage	Drainage	Ballast deck timber trestle	16'-5"	8'-4", 8'-1"	Unknown	Santa Paula, CA	2 span ballast deck timber trestle
415.92	415.70	Drainage	Ballast deck timber trestle	15'	8'	1897	Santa Paula, CA	2 span ballast deck timber trestle on concrete abutments
416.02	415.79	Drainage	Ballast deck timber trestle	16'	8'	1897	Santa Paula, CA	2 span ballast deck timber trestle on concrete abutments
416.21	415.98	Drainage	Ballast deck timber trestle	30'	14'-11", 14'-9"	1900	Santa Paula, CA	2 span ballast deck timber trestle on concrete abutments
416.32	416.09	Hahn Creek	Ballast deck timber trestle	45'	15'	1945	Santa Paula, CA	3 panel ballast deck timber trestle on concrete abutments
416.63	416.40	Drainage	Steel stringer bridge	12'-5"	12'-5"	1903	Santa Paula, CA	Single span steel stringer
417.24	471.01	Drainage	Ballast deck timber trestle	75'	15'	1956	Santa Paula, CA	5 panel ballast deck timber trestle
417.96	417.73	Drainage	Ballast deck timber trestle	15'	15'	1921	Santa Paula, CA	Single span ballast deck timber trestle on cut stone abutments
418.02	417.79	Drainage	Ballast deck timber trestle	15'	15'	1921	Santa Paula, CA	Single span ballast deck timber trestle on cut stone abutments
419.42	419.20	Drainage	Concrete double box girder	30'	30'	1969	Santa Paula, CA	Concrete double box girder on steel piles
419.92	419.69	Drainage	Ballast deck timber trestle	90'	15'	1940	Fillmore, CA	6 panel ballast deck timber trestle
420.20	419.97	Robert H Dudley Ranch Rd	Ballast deck timber trestle	60'	15'	1946	Fillmore, CA	4 panel ballast deck timber trestle, Underpass
420.46	420.22	Drainage	Ballast deck timber trestle	90'	15'	1946	Fillmore, CA	6 panel ballast deck timber trestle
421.05	420.82	Drainage	Ballast deck timber trestle	30'	15'	1897	Fillmore, CA	2 panel ballast deck timber trestle on concrete abutments
421.23	421.00	Drainage	Ballast deck timber trestle	60'	15'	1897	Fillmore, CA	4 panel ballast deck timber trestle
422.53	422.31	Drainage	Steel I-beam	15'	15'	1941	Fillmore, CA	Steel I-beam on cut stone abutments
422.89	422.67	Drainage	Concrete Box	12'	10'	Unknown	Fillmore, CA	Cast In Place concrete box Added to Inventory 2014
423.28	423.03	Sespe Ck	Thru truss (E48)	211'	210'-10"	1903	Fillmore, CA	Thru truss on cut stone abutments
423.44	423.18	Sespe Ck overflow	Concrete double box girder	450'	30'	1969	Fillmore, CA	Concrete double box girder on steel piles
425.15	424.92	Pole Creek	Concrete double box girder	60'	30'	1969	Fillmore, CA	Concrete double box girder
427.13	426.90	Drainage	Steel I-beam	20'	10'	1904	Fillmore, CA	Steel I-beam
427.64	427.41	Drainage	Steel I-beam	15'	15'	1960	Fillmore, CA	Steel I-beam
429.27	429.04	Drainage	Steel I-beam	12'	12'	Unknown	Fillmore, CA	Steel I-beam
429.29	429.15	Drainage	Rail Trestle	42'	42'	1903	Fillmore, CA	Bridge has been replaced with 2 CMP No longer FRA bridge
429.79a	429.56 A	Hopper Ck	Open deck trestle	22'	15'-11"	1938	Piru, CA	West Approach removed 2014
429.79b	429.56 B	Hopper Ck	Thru plate girder	152'	70', 82'	1938	Piru, CA	70' TPG (E70) and 82' TPG (E46)
429.79c	429.56 C	Hopper Ck	Open deck trestle	27'	15', 12'	1938	Piru, CA	Unknown
432.20	432.20		Thru truss			1902	Piru, CA	NOT INCLUDED IN INSPECTION - Bridge is out-of-service and tracks have been removed

Attachment 2, Track Chart



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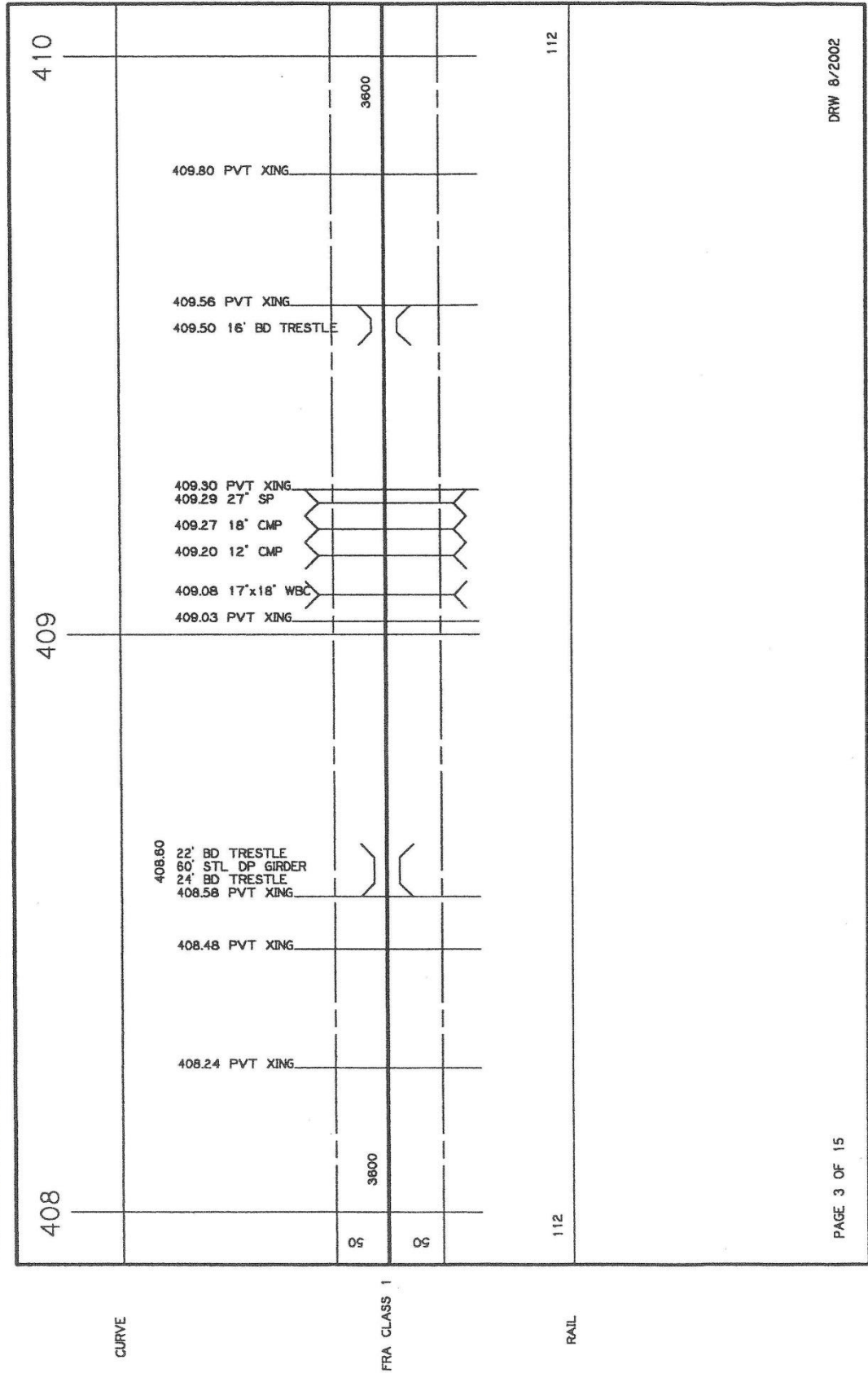
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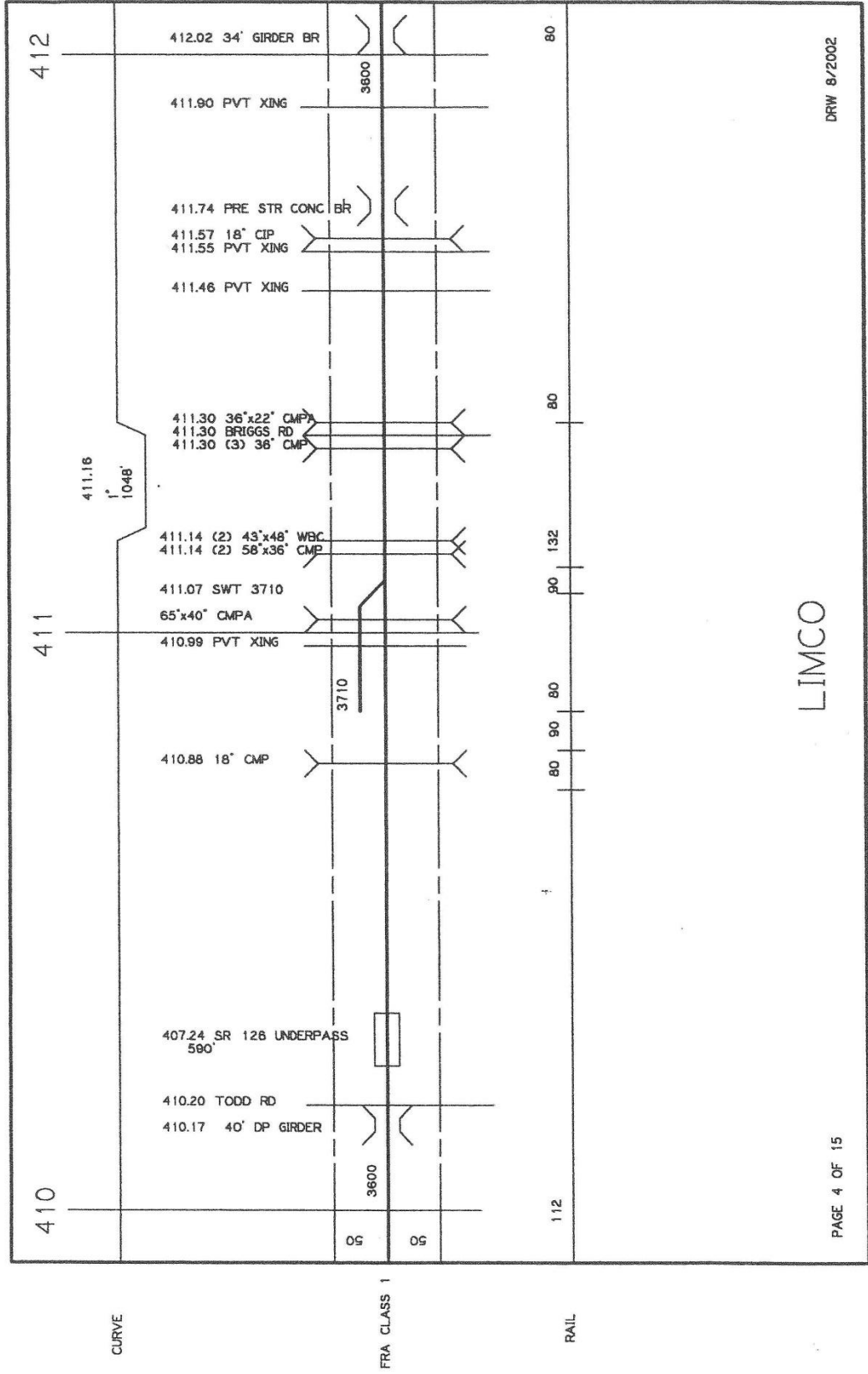


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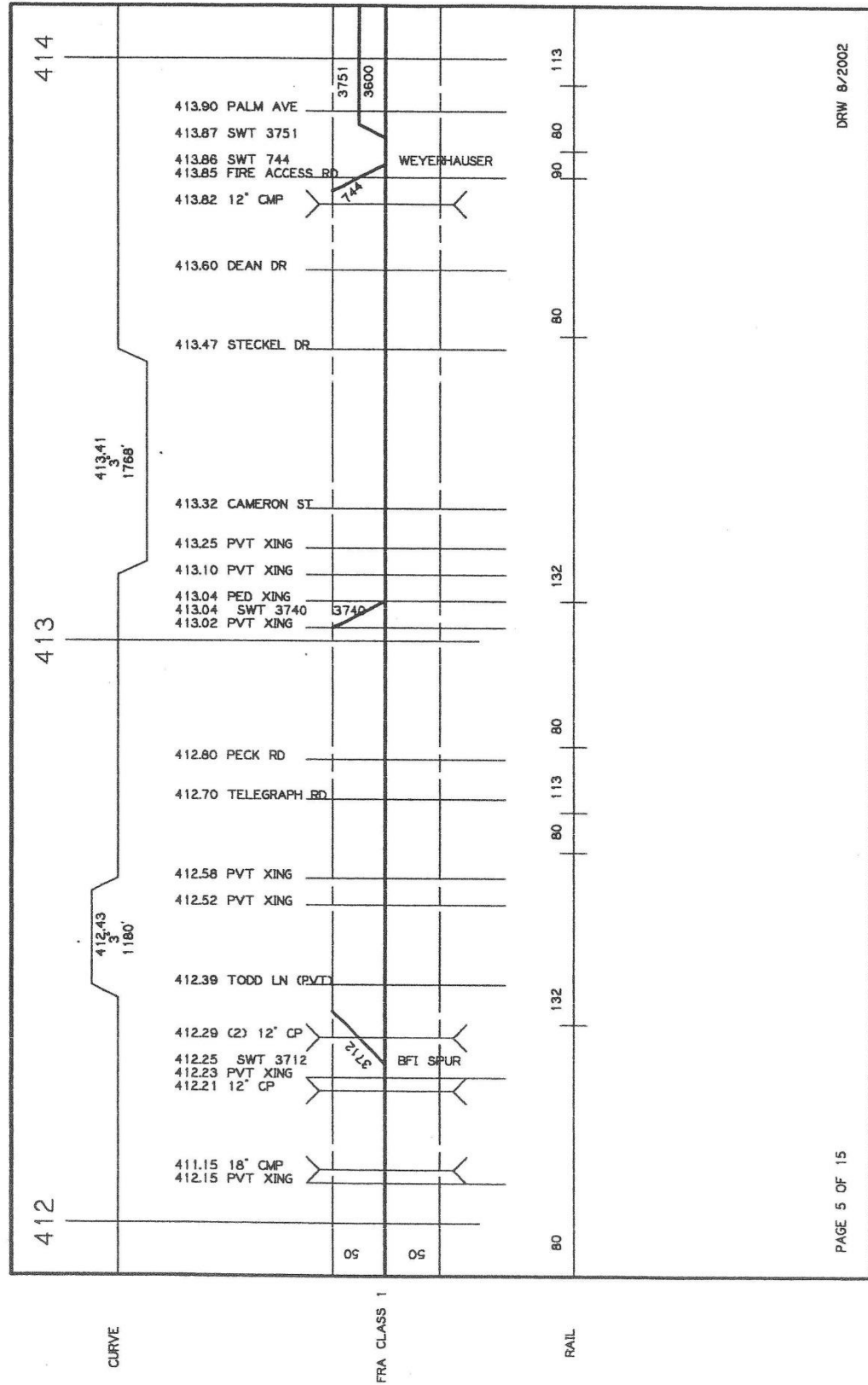
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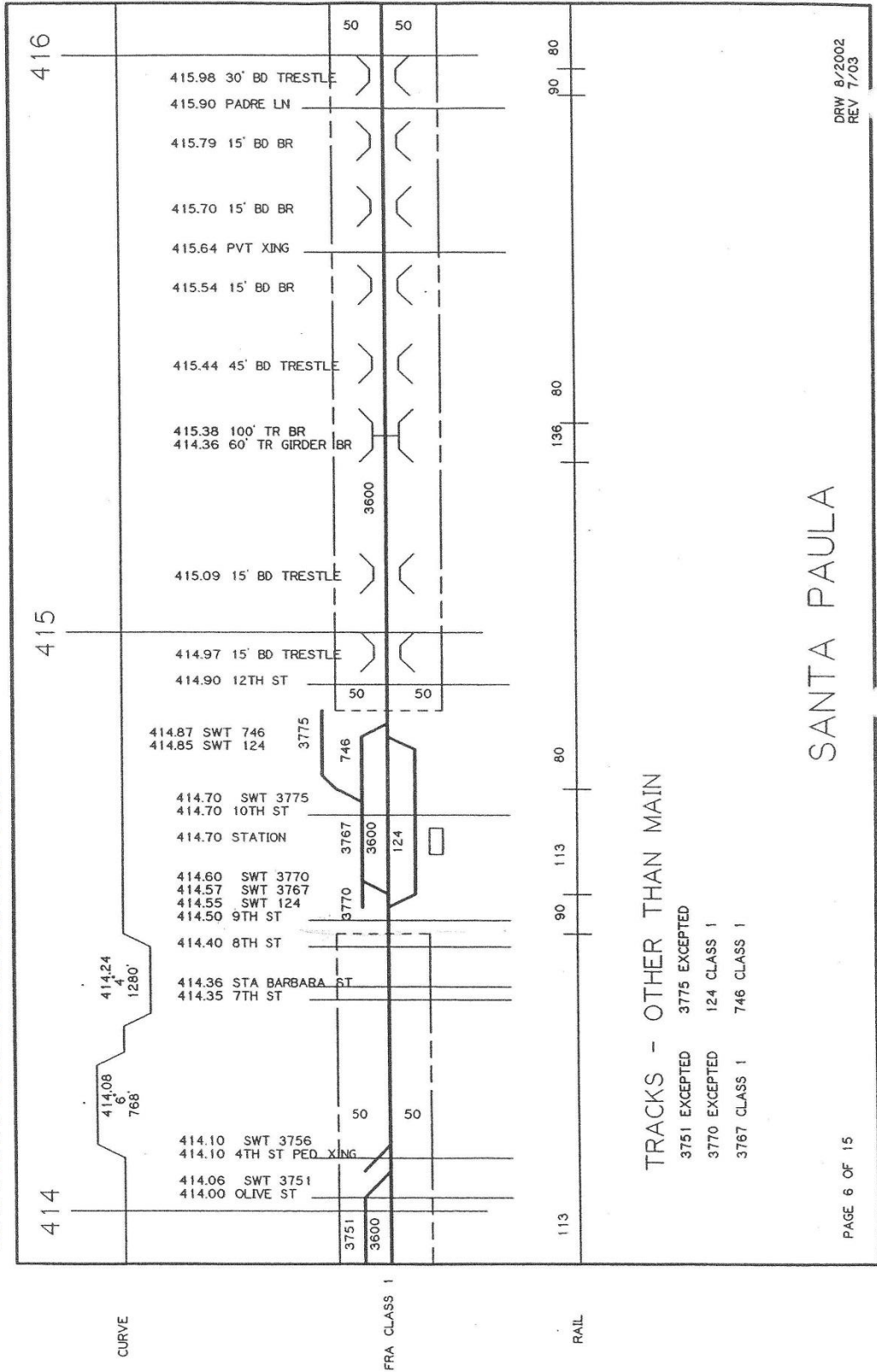
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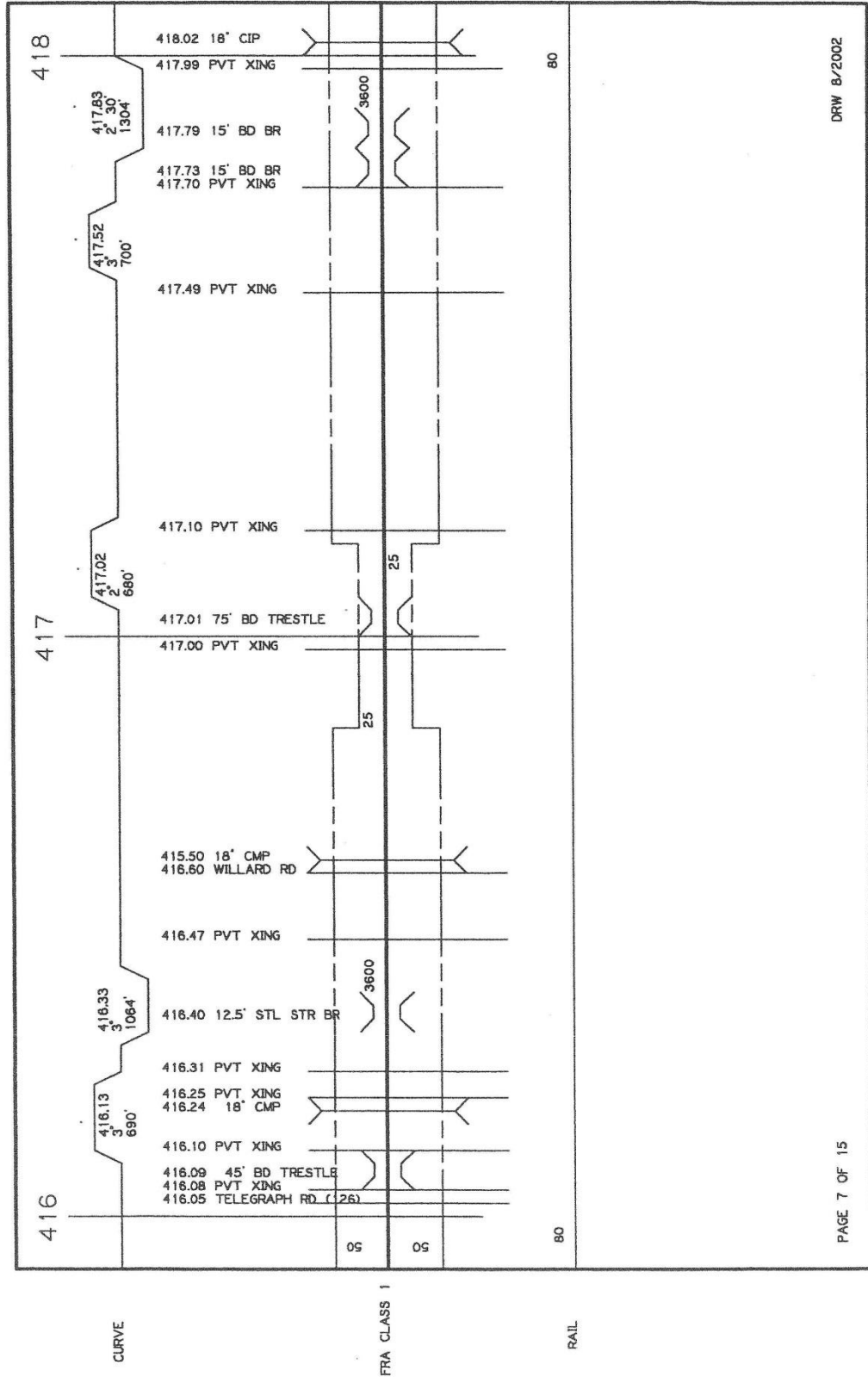
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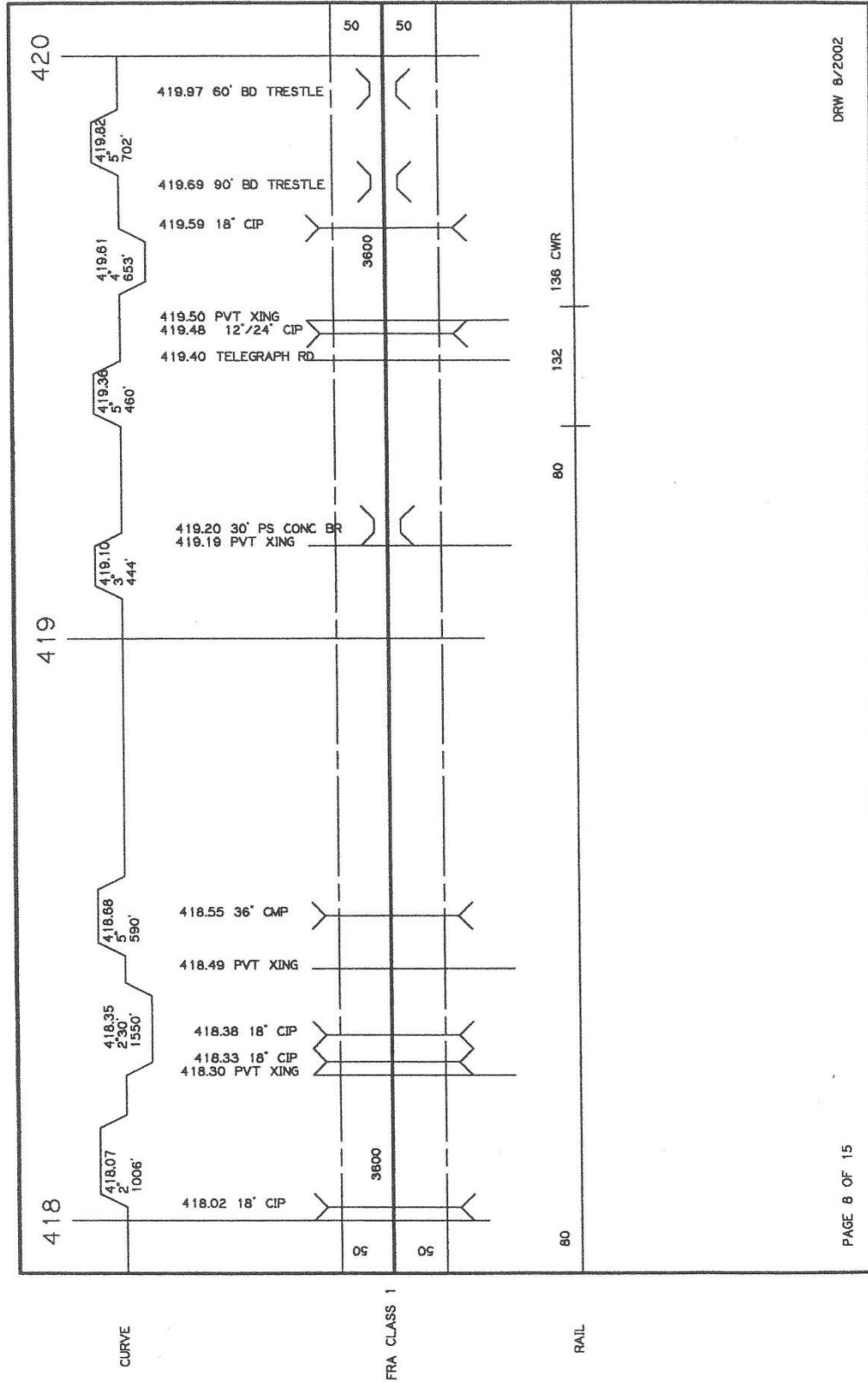


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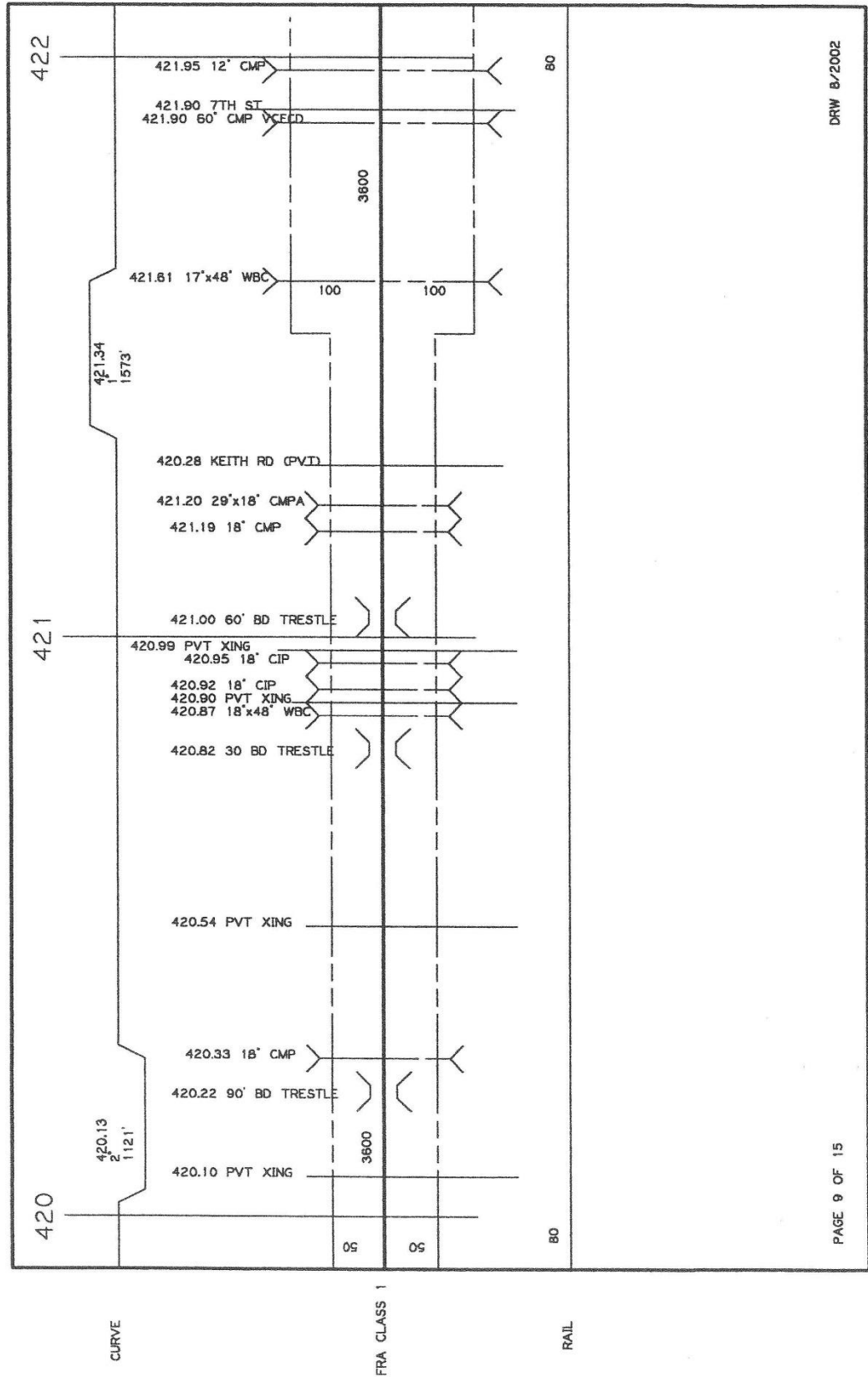


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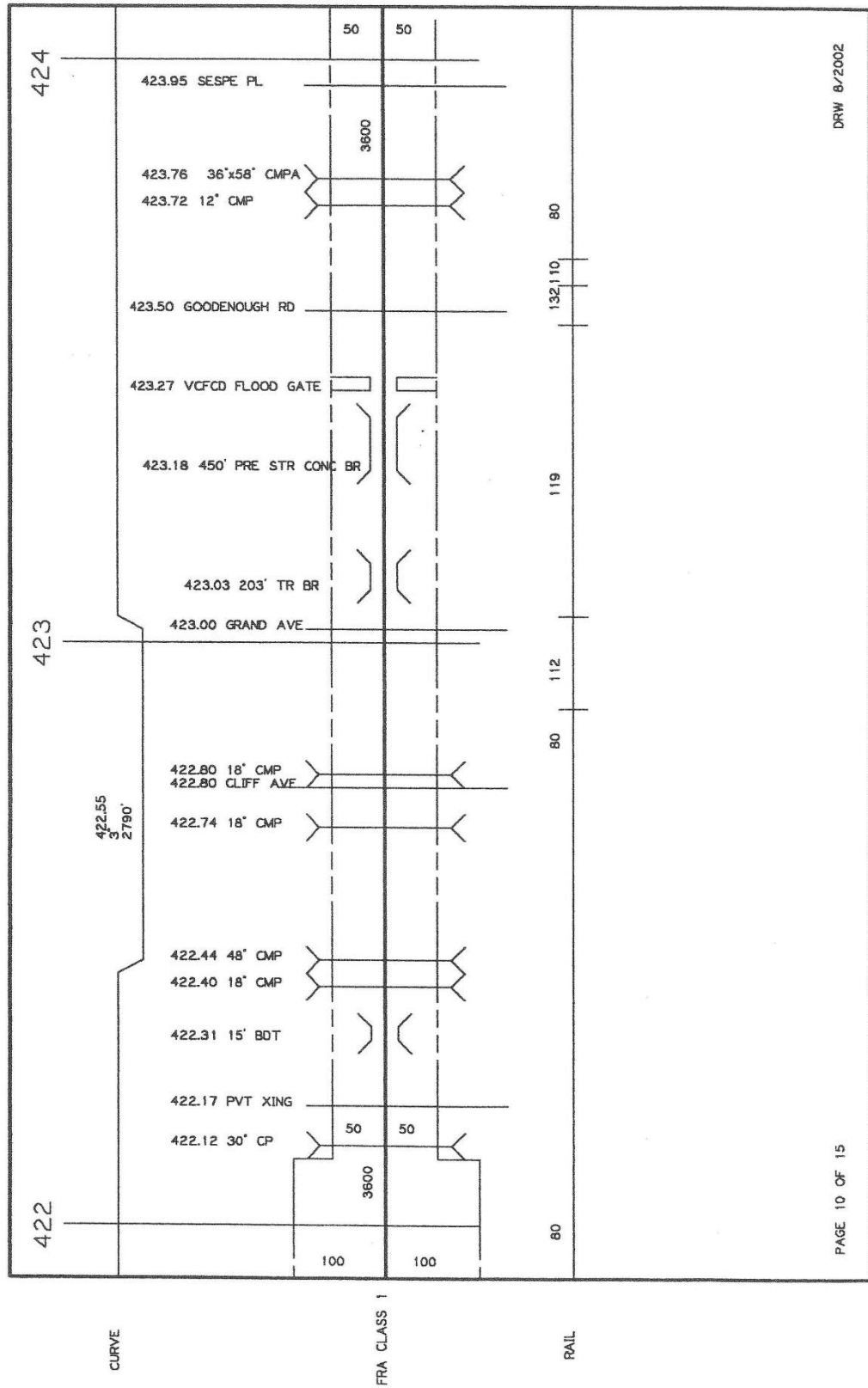


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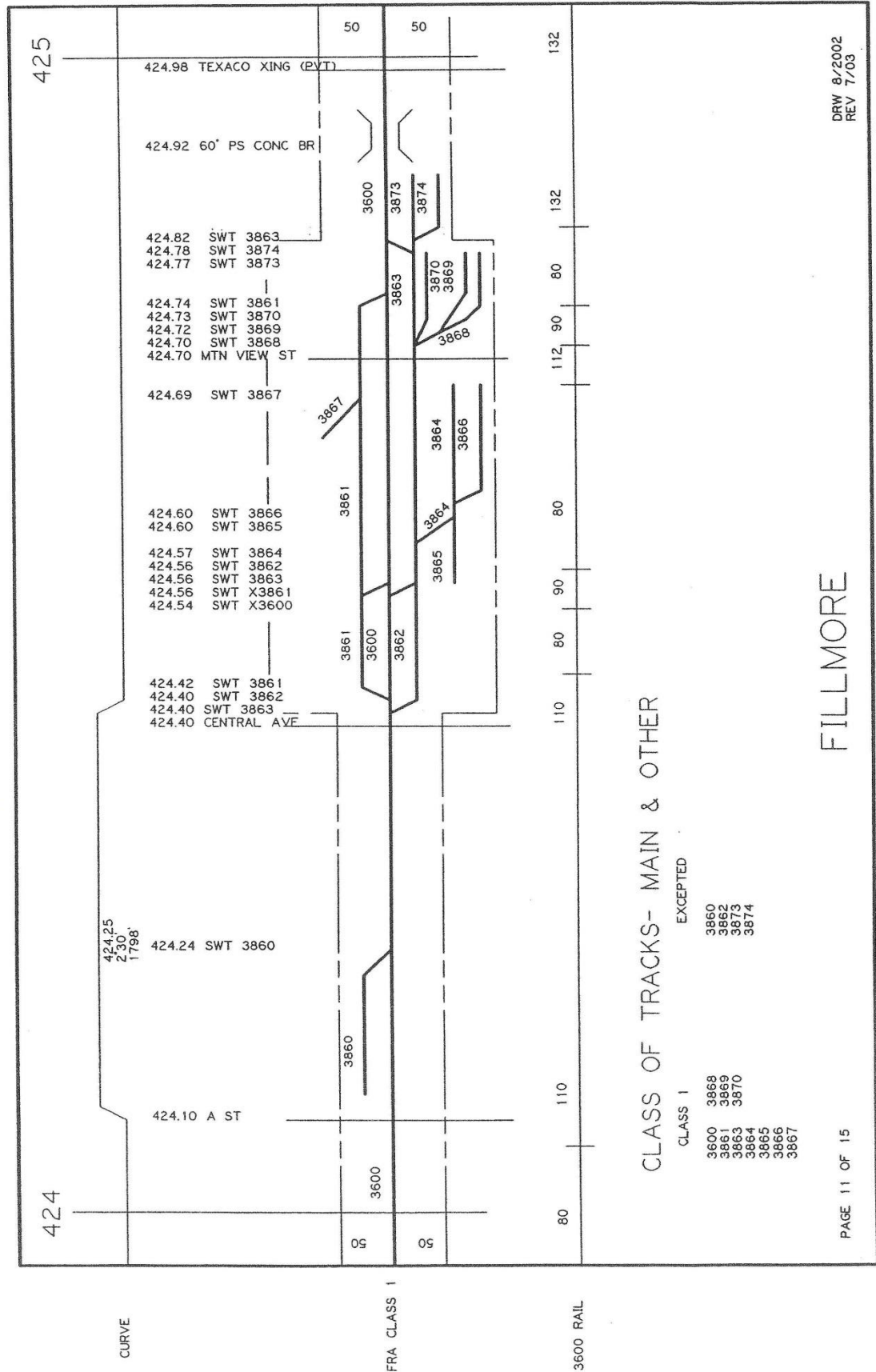


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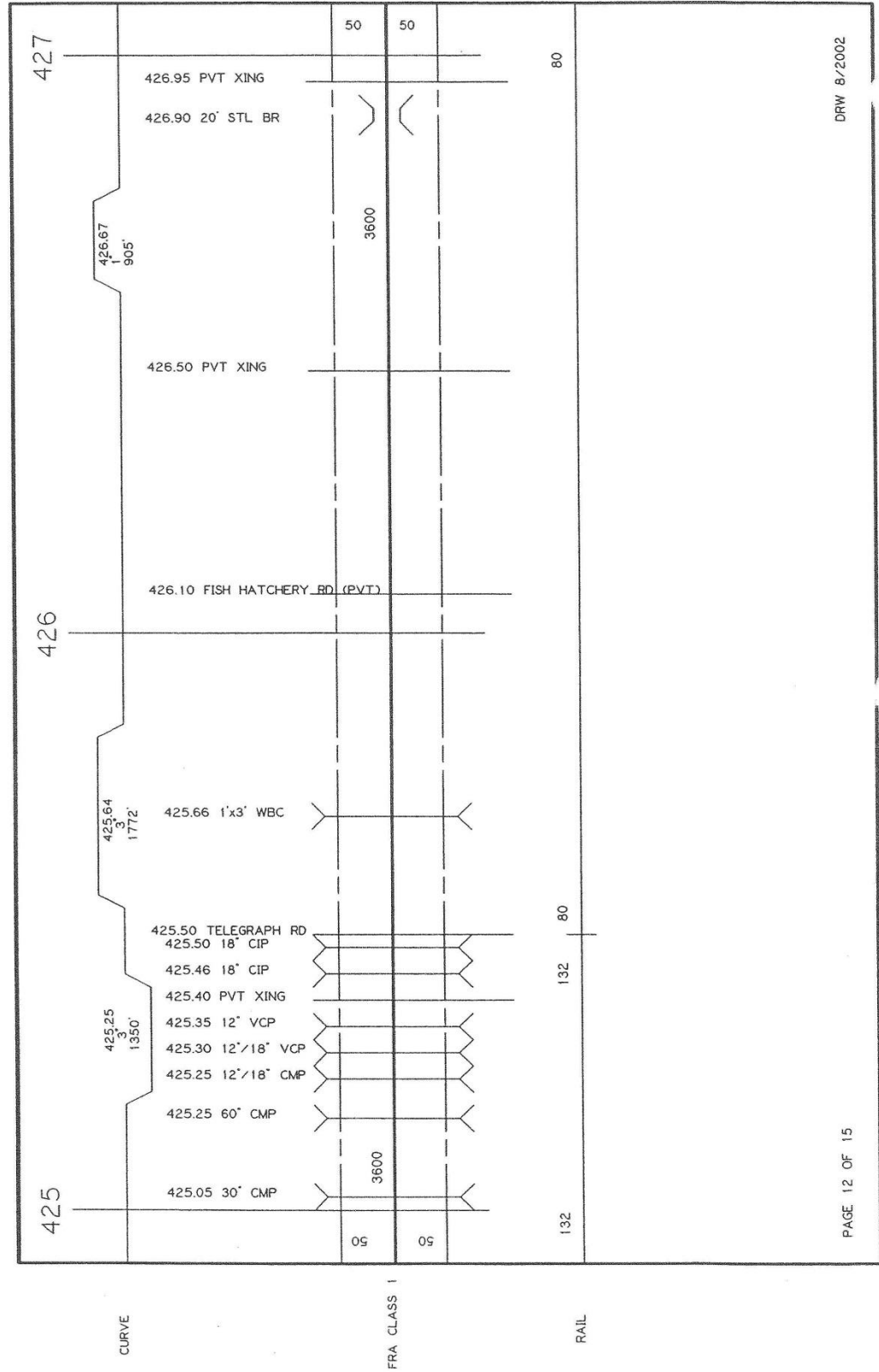
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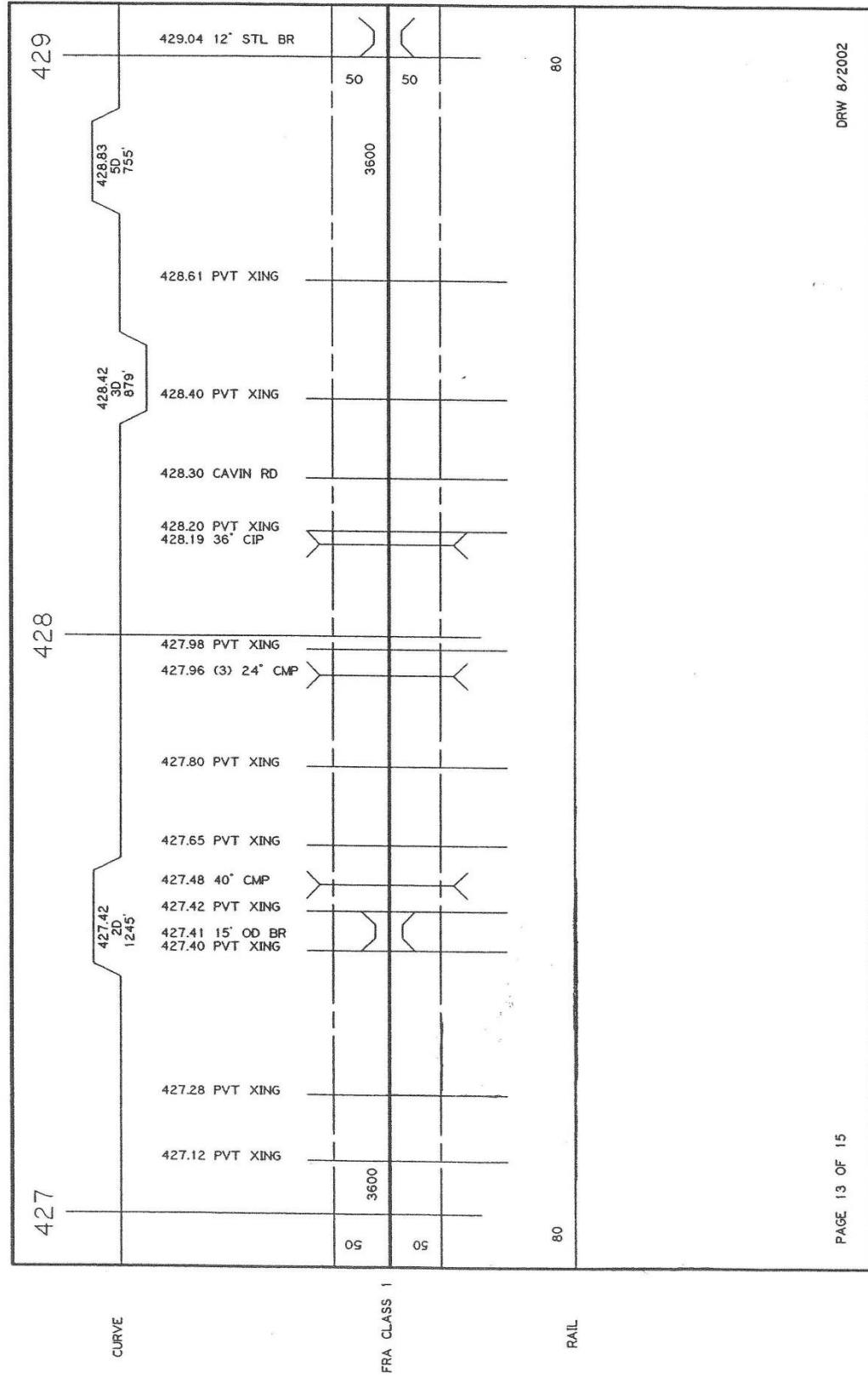


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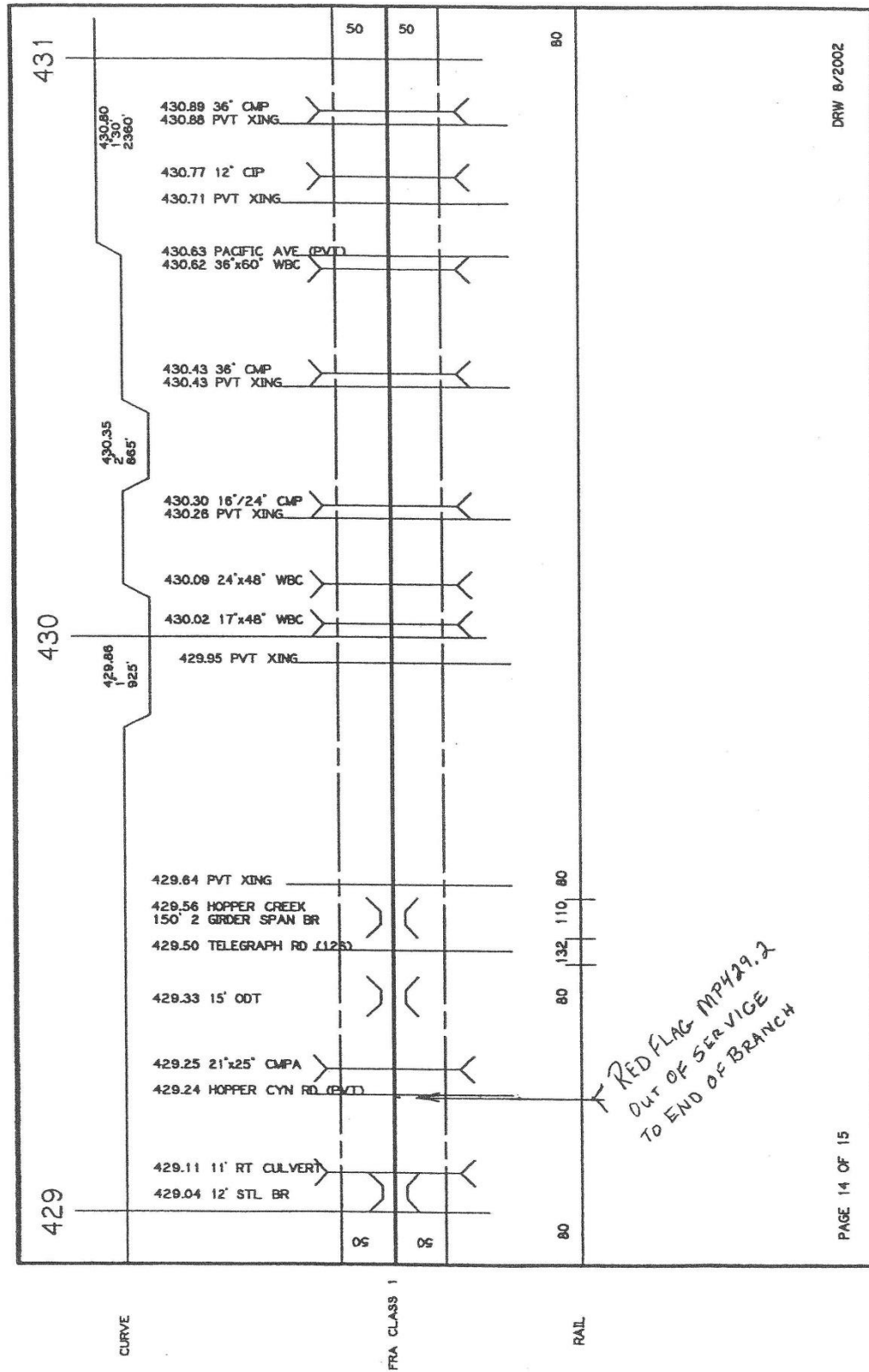


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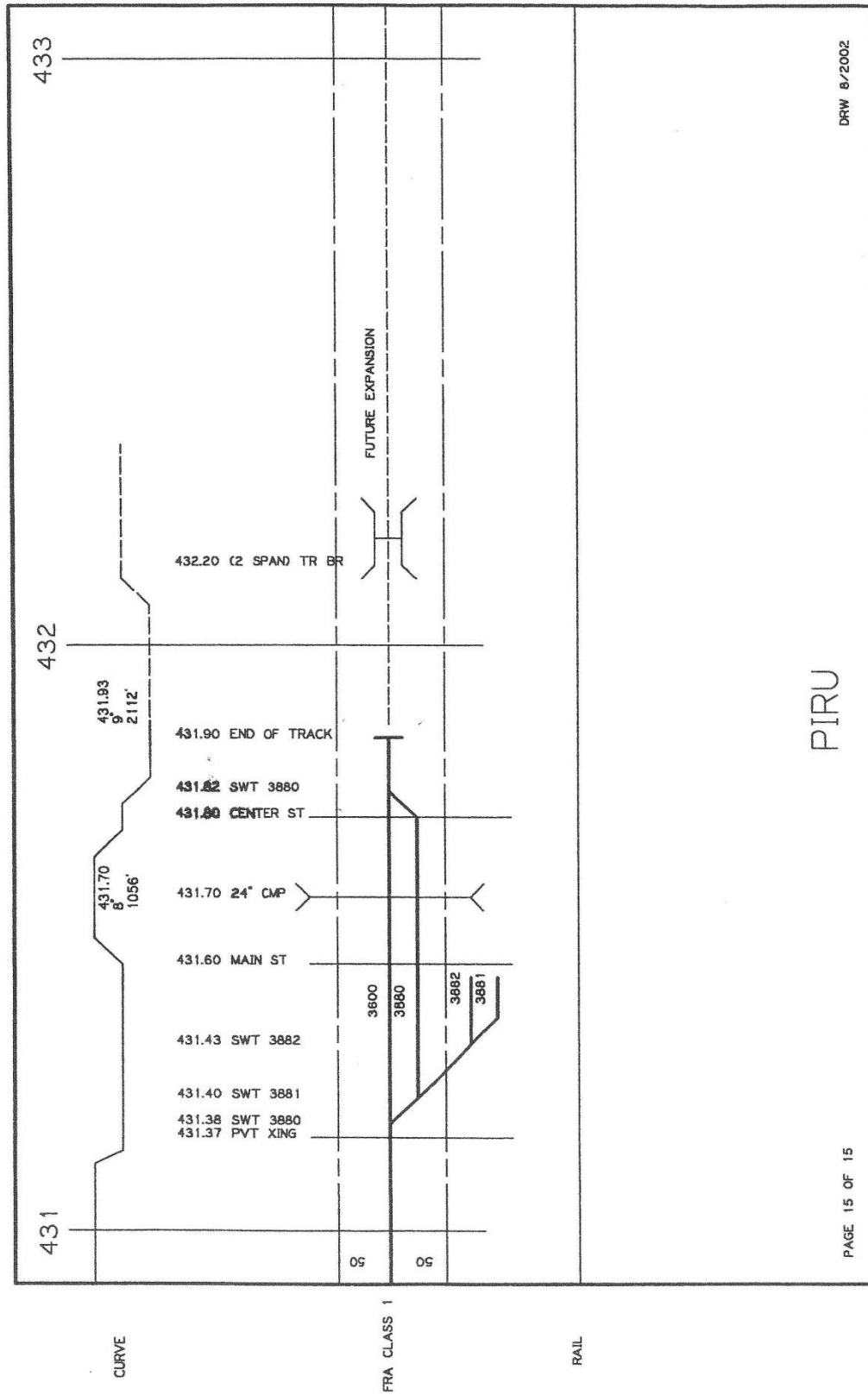


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Item #8K

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive and file. .

BACKGROUND:

Federal Issues

With the most recent MAP-21 surface transportation bill extension set to expire on July 31, Congress passed another short-term extension that will keep federal public transportation and highway programs operating through October 29, 2015. The Senate also passed a six-year authorization bill, so the focus is now on the House of Representatives to possibly pass a long-term bill in the fall.

The six-year Senate bill, called "The Developing a Reliable and Innovative Vision for the Economy (DRIVE) Act," contains fund transfers to pay for the first three of the six years that would be authorized. A significant provision of DRIVE is that it contains for the first time the funding for a National Freight Program, which has been long sought by a coalition of Southern California agencies including VCTC. This freight program would be authorized at over \$2 billion per year. The currently-existing federal highway and transit programs would continue in about the same form as before, at about the same level of funding, with slight increases over time.

State Issues

Attachment A provides the monthly report of Delaney Hunter, the Commission's state lobbyist. This report provides a status report on the various bills under consideration in the regular legislative session as well as the special session declared by the Governor regarding funding for infrastructure maintenance.

Attachment B contains the status of bills being tracked by VCTC.



GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT AUGUST 2015

Legislative Update

July 17th was the beginning of the Legislative Summer Recess for this year's session, and this milestone marked the last day for policy committees to meet and report bills. The Legislature returned on August 17th, and the remainder of the session will mostly consist of fiscal committees and floor sessions, as bills make their final push to be passed before the September 11th deadline. The conclusion of this four week period marks the deadline for all bills to be passed out of the Legislature and onto the Governor for signature. The Governor then has 30 days to sign or veto legislation, which would result in an impending October 11th deadline.

Along with the progression of the remaining regular session bills, a special session on the long term financing of state and local road repairs is also underway. Proposals on the table include an increase of various taxes to fund transportation as well as structural changes to the Department of Transportation. There have been numerous bills introduced by both the Senate and the Assembly in the Special Session on Transportation and Infrastructure Development. Special sessions can technically extend beyond the September 11th regular session deadline, but it is still to be determined how the timeline and politics of the special sessions will play out.

Budget

When the Legislature enacted the budget in July, there were a number of trailer bills that were not approved as part of the final package, including a Cap and Trade funding proposal. The proposal will continue to be tackled throughout the remainder of the legislative session. Until a compromise is made and cap and trade funding allocations are determined, the appropriations will continue to be based on the current distribution formula.

Legislation from the last legislative session, SB 862, dedicated 60 percent of ongoing Cap and Trade revenues to certain programs, but the remaining 40 percent of the available funding is not dedicated to any specific program. The budget bill approved \$30 million of Greenhouse Gas

Reduction Funds to help keep existing cap and trade programs in operation, but this remaining 40 percent is still being worked out by the Legislature. There have been a few funding proposals addressing this issue that have been introduced in the Transportation Special Session. Specifically, SBX1-8 by Senator Hill would increase the appropriations from Cap and Trade funds being allocated to the Transit and Intercity Rail Capital Program from 10 percent to 20 percent and the annual proceeds to the Low Carbon Transit Operations Program would increase from 5 percent to 10 percent. Another identical proposal to double the funding for transit projects is ABX1-7 by Assembly Member Nazarian that has been introduced on the Assembly side.

Extraordinary Session 1 - Transportation

The Transportation & Infrastructure Special Session has now started to hold hearings in the Senate. However, the Assembly has not yet announced any committee hearings. The first policy committee hearing commenced on Wednesday, August 19th. This was the beginning phase of discussion guiding the politics of potentially creating a larger proposal. SBX1-1 (Beall) creates the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system, and this bill passed along partisan lines. There was a large number of witnesses in support of the bill. The main opposition stemmed from the Howard Jarvis Tax Payer's Association, who thought that other legislative proposals could help address the funding without implementing new taxes. Despite this opposition, SBX1-1 passed and will now be heard in the Senate Appropriations Committee.

SCAX1-1 (Huff) was ultimately held over in committee. This measure is a constitutional amendment that would prohibit the Legislature from borrowing revenues from fees and taxes imposed by the state on vehicles or their use or operation, and from using those revenues other than as specifically permitted by Article XIX. Much of the discussion during the hearing centered around the critical need for funding to go directly to streets and roads. There were various testimonies in support, including ACE, the Taxpayers Association, the California Motorcycle Industry, and the Urban Counties Caucus. The California State Association of Counties also registered as support in concept. SCAX1-1 seems likely to be a must-have for the Republicans in negotiating a larger package deal. However, this bill was held in committee for further discussion. We also know that Governor Brown has held a meeting with Legislative Leadership on the Special Session in general. The next Senate Transportation hearing has been scheduled for Tuesday, September 1. However, the Assembly waived the Rules and moved AB X1-3 (Frazier) and ABX1-4 (Frazier) straight to the Assembly Floor for consideration.

VCTC Bill Tracking

AB 21 (Perea D) California Global Warming Solutions Act of 2006: scoping plan.

Status: 6/30/2015-Read second time. Ordered to third reading.

Summary: Would require the State Air Resources Board in preparing its scoping plan to consult with specified state agencies regarding matters involving energy efficiency and the facilitation of the electrification of the transportation sector. This bill contains other related provisions and other existing laws.

AB 156 (Perea D) California Global Warming Solutions Act of 2006: disadvantaged communities.

Status: 8/28/2015-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 8/27/2015)

Summary: Current law requires the California Environmental Protection Agency to identify disadvantaged communities and requires the Department of Finance, in consultation with the State Air Resources Board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Current law requires the 3-year investment plan to allocate a minimum of 25% of the available moneys in the fund to projects that provide benefits to disadvantaged communities. This bill would require the state board to prepare and post on its Internet Web site a specified report on the projects funded to benefit disadvantaged communities.

AB 162 (Rodriguez D) State highways: wrong-way driving.

Status: 7/15/2015-Chaptered by Secretary of State - Chapter 101, Statutes of 2015.

Summary: Would require the Department of Transportation, in consultation with the Department of the California Highway Patrol, to update a 1989 report on wrong-way driving on state highways to account for technological advancements and innovation, to include a review of methods studied or implemented by other jurisdictions and entities to prevent wrong-way drivers from entering state highways, and to provide a preliminary version of the report to specified legislative committees on or before December 1, 2015, and the final report on or before July 1, 2016.

AB 194 (Frazier D) High-occupancy toll lanes.

Status: 8/31/2015-Read second time and amended. Ordered to third reading.

Summary: Current law authorizes a regional transportation agency, as defined, in cooperation with the Department of Transportation to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes. This bill would authorize a regional transportation agency or the department to apply to the commission to develop HOT lanes and other toll facilities, as specified, and would delete the January 1, 2012, deadline for HOT lane applications and remove the existing limitation on the number of facilities that may be approved.

AB 323 (Olsen R) California Environmental Quality Act: exemption: roadway improvement.

Status: 7/6/2015-Chaptered by Secretary of State - Chapter 52, Statutes of 2015.

Summary: The California Environmental Quality Act (CEQA), until January 1, 2016, exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined, if the project or activity is carried out by a city or county with a population of less than 100,000 persons to improve public safety and meets other specified requirements. This bill would extend the above exemption to January 1, 2020.

AB 464 (Mullin D) Transactions and use taxes: maximum combined rate.

Status: 8/17/2015-Vetoed by the Governor

Summary: Current law authorizes cities and counties, and, if specifically authorized, other local governmental entities, subject to certain limitations and approval requirements, to levy a transactions and use tax for general purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes imposed in accordance with that law in the county not exceed 2%. This bill would increase that maximum combined rate to 3%.

AB 1030 (Ridley-Thomas D) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund.

Status: 8/28/2015-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 8/27/2015)

Summary: Current law requires moneys in the Greenhouse Gas Reduction Fund to be used to facilitate the reduction of greenhouse gas emissions and, where applicable and to the extent feasible, to foster job creation by promoting in-state greenhouse gas emissions reduction projects carried out by California workers and businesses. This bill would require priority be given to projects involving hiring that support the targeted training and hiring of workers from disadvantaged communities for career-track jobs.

AB 1171 (Linder R) Construction Manager/General Contractor method: regional transportation agencies: projects on expressways.

Status: 8/27/2015-Withdrawn from Engrossing and Enrolling. Held at Desk.

Summary: Would authorize regional transportation agencies, as defined, to use the Construction Manager/General Contractor project delivery method, as specified, to design and construct certain expressways that are not on the state highway system if: (1) the expressways are developed in accordance with an expenditure plan approved by voters, (2) there is an evaluation of the traditional design-bid-build method of construction and of the Construction Manager/General Contractor method, and (3) the board of the regional transportation agency adopts the method in a public meeting.

AB 1250 (Bloom D) Vehicles: buses: axle weight.

Status: 8/19/2015-Read second time. Ordered to third reading.

Summary: Would exempt from the weight limitation transit buses procured through a solicitation process pursuant to which a solicitation was issued before January 1, 2016. This bill would also establish certain weight limitations for transit buses procured through a solicitation process pursuant to which a solicitation was issued at a specified time. The bill would provide that these provisions do not authorize the operation of a transit bus on a bridge if the gross weight of the bus exceeds the single vehicle maximum weight limit to which that bridge was designed, except as specified.

Position: SUPPORT

ABX1 1 (Alejo D) Transportation funding.

Status: 6/24/2015-From printer.

Summary: Current law provides for loans of revenues from various transportation funds and accounts to the General Fund, with various repayment dates specified. This bill, with respect to

any loans made to the General Fund from specified transportation funds and accounts with a repayment date of January 1, 2019, or later, would require the loans to be repaid by December 31, 2018. This bill contains other related provisions and other current laws.

Position: SUPPORT

ABX1 2 (Perea D) Transportation projects: comprehensive development lease agreements.

Status: 6/26/2015-From printer.

Summary: Current law authorizes the Department of Transportation and regional transportation agencies, as defined, to enter into comprehensive development lease agreements with public and private entities, or consortia of those entities, for certain transportation projects that may charge certain users of those projects tolls and user fees, subject to various terms and requirements. Current law provides that a lease agreement may not be entered into under these provisions on or after January 1, 2017. This bill would extend this authorization indefinitely and would include within the definition of "regional transportation agency" the Santa Clara Valley Transportation Authority, thereby authorizing the authority to enter into public-private partnerships under these provisions.

ABX1 3 (Frazier D) Transportation funding.

Status: 8/31/2015-In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current law requires the Department of Transportation to improve and maintain the state's highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would declare the intent of the Legislature to enact legislation to establish permanent, sustainable sources of transportation funding to maintain and repair the state's highways, local roads, bridges, and other critical infrastructure.

ABX1 4 (Frazier D) Transportation funding.

Status: 8/31/2015-In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current law establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would declare the intent of the Legislature to enact legislation to establish permanent, sustainable sources of transportation funding to improve the state's key trade corridors and support efforts by local governments to repair and improve local transportation infrastructure.

ABX1 5 (Hernández, Roger D) Income taxes: credits: low-income housing: farmworker housing assistance.

Status: 7/17/2015-From printer.

Summary: Would, under the insurance taxation law, the Personal Income Tax Law, and the Corporation Tax Law, modify the definition of applicable percentage relating to qualified low-income buildings that are farmworker housing projects, as provided. The bill would authorize the California Tax Credit Allocation Committee to allocate that credit even if the taxpayer receives specified federal and state credits or only state credits. The bill would increase the amount the committee may allocate to farmworker housing projects from \$500,000 to \$25,000,000 per year.

ABX1 6 (Hernández, Roger D) Affordable Housing and Sustainable Communities Program.

Status: 7/17/2015-From printer.

Summary: Current law continuously appropriates 20% of the annual proceeds of the Greenhouse Gas Reduction Fund to the Affordable Housing and Sustainable Communities Program, administered by the Strategic Growth Council, to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development and that support other related and coordinated public policy objectives. This bill would require 20% of moneys available for allocation under the program to be allocated to eligible projects in rural areas, as defined.

ABX1 7 (Nazarian D) Public transit: funding.

Status: 7/17/2015-From printer.

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. This bill would instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program, and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation. This bill contains other current laws.

ABX1 8 (Chiu D) Diesel sales and use tax.

Status: 7/17/2015-From printer.

Summary: Would, effective July 1, 2016, increase the additional sales and use tax rate on diesel fuel to 5.25%. By increasing the revenues deposited in a continuously appropriated fund, the bill would thereby make an appropriation. This bill contains other related provisions.

ABX1 9 (Levine D) Richmond-San Rafael Bridge.

Status: 8/18/2015-From printer.

Summary: Would require the Department of Transportation, immediately, or as soon as practically feasible, but no later than September 30, 2015, to implement an operational improvement project that temporarily restores the third eastbound lane on State Highway Route 580 from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic and that temporarily converts a specified portion of an existing one-way bicycle lane along the north side of State Highway Route 580 in the County of Contra Costa into a bidirectional bicycle and pedestrian lane.

ABX1 10 (Levine D) Public works: contracts: extra compensation.

Status: 8/20/2015-From printer.

Summary: Would provide that a state entity in a megainfrastructure project contract, as defined, may not provide for the payment of extra compensation to the contractor until the megainfrastructure project, as defined, has been completed and an independent third party has verified that the megainfrastructure project meets all architectural or engineering plans and

safety specifications of the contract. This bill would apply to contracts entered into or amended on or after the effective date of this bill.

ABX1 11 (Gray D) Transportation projects: County of Merced: campus parkway project.

Status: 8/21/2015-From printer.

Summary: Current law provides various sources of funding for transportation projects. This bill would appropriate \$97,600,000 from the General Fund to the Merced County Association of Governments for construction of phase 2 and 3 of the Campus Parkway Project, a planned road project to connect the University of California, Merced to State Highway 99, in the County of Merced.

ABX1 12 (Nazarian D) Los Angeles County Metropolitan Transportation Authority.

Status: 8/27/2015-From printer.

Summary: Would authorize the Los Angeles County Metropolitan Transportation Authority to enter into agreements with private entities for certain transportation projects in Los Angeles County, including on the state highway system, subject to various terms and requirements. The bill would authorize the authority to impose tolls and user fees for use of those projects. This bill contains other related provisions.

ABX1 13 (Grove R) Greenhouse Gas Reduction Fund: streets and highways.

Status: 9/1/2015-From printer.

Summary: Would reduce the continuous appropriation to the Strategic Growth Council for the Affordable Housing and Sustainable Communities Program by half. This bill contains other related provisions.

ABX1 14 (Waldron R) State Highway Operation and Protection Program: local streets and roads: appropriation.

Status: 9/1/2015-From printer.

Summary: Would continuously appropriate \$1 billion from the General Fund, with 50% to be made available to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program, and 50% to be made available to the Controller for apportionment to cities and counties by a specified formula for street and road purposes.

ABX1 15 (Patterson R) State Highway Operation and Protection Program: local streets and roads: appropriation.

Status: 9/1/2015-From printer.

Summary: Would reduce the \$663,287,000 appropriation for Capital Outlay Support by \$500 million, and would appropriate \$500 million from the State Highway Account for the 2015-16 fiscal year, with 50% to be made available to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program, and 50% to be made available to the Controller for apportionment to cities and counties by formula for street and road purposes. This bill contains other existing laws.

ABX1 16 (Patterson R) State highways: transfer to local agencies: pilot program.

Status: 9/1/2015-From printer.

Summary: Would require the Department of Transportation to participate in a pilot program over a 5-year period under which 2 counties, one in northern California and one in southern California, are selected to operate, maintain, and make improvements to all state highways, including freeways, in the affected county. The bill would require the department, with respect to those counties, for the duration of the pilot program, to convey all of its authority and responsibility over state highways in the county to a county, or a regional transportation agency that has jurisdiction in the county.

ABX1 17 (Achadjian R) Greenhouse Gas Reduction Fund: state highway operation and protection program.

Status: 9/1/2015-From printer.

Summary: Current law continuously appropriates 60% of the annual proceeds of the Greenhouse Gas Reduction Fund for transit, affordable housing, sustainable communities, and high-speed rail purposes. This bill, beginning in the 2016-17 fiscal year, would continuously appropriate 25% of the annual proceeds of the fund to fund projects in the state highway operation and protection program.

ABX1 18 (Linder R) Vehicle weight fees: transportation bond debt service.

Status: 9/1/2015-From printer.

Summary: Would, notwithstanding these provisions or any other law, effective January 1, 2016, prohibit weight fee revenue from being transferred from the State Highway Account to the Transportation Debt Service Fund or to the Transportation Bond Direct Payment Account, and from being used to pay the debt service on transportation general obligation bonds.

ABX1 19 (Linder R) California Transportation Commission.

Status: 9/1/2015-From printer.

Summary: Would exclude the California Transportation Commission from the Transportation Agency and establish it as an entity in the state government. The bill would also make conforming changes.

ABX1 20 (Gaines, Beth R) State government: elimination of vacant positions: transportation: appropriation.

Status: 9/1/2015-From printer.

Summary: Current law establishes the Department of Human Resources in state government to operate the state civil service system. This bill would require the department to eliminate 25% of the vacant positions in state government that are funded by the General Fund. This bill contains other related provisions and other current laws.

ABX1 21 (Oberholte R) Environmental quality: highway projects.

Status: 9/1/2015-From printer.

Summary: Would prohibit a court in a judicial action or proceeding under CEQA from staying or enjoining the construction or improvement of a highway unless it makes specified findings.

ABX1 22 (Patterson R) Design-build: highways.

Status: 9/1/2015-Read first time. To print.

Summary: Would authorize the Department of Transportation to utilize design-build procurement on an unlimited number of projects and would require the department to contract with consultants to perform construction inspection services for those authorized projects. The bill would eliminate the requirement that the department perform the construction inspection services for the projects on or interfacing with the state highway system.

ACA 4 (Frazier D) Local government transportation projects: special taxes: voter approval.

Status: 8/27/2015-In committee: Hearing postponed by committee.

Summary: Would provide that the imposition, extension, or increase of a sales and use tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or a transactions and use tax imposed in accordance with the Transactions and Use Tax Law by a county, city, city and county, or special district for the purpose of providing funding for local transportation projects, as defined, requires the approval of 55% of its voters voting on the proposition. The measure would also make conforming and technical, nonsubstantive changes.

Position: SUPPORT

SB 9 (Beall D) Greenhouse Gas Reduction Fund: Transit and Intercity Rail Capital Program.

Status: 9/1/2015-Read third time and amended. Ordered to third reading.

Summary: Would modify the purpose of the Transit and Intercity Rail Capital Program to delete references to operational investments and instead provide for the funding of transformative capital improvements, as defined, that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to achieve certain policy objectives, including reducing emissions of greenhouse gases, expanding and improving transit services to increase ridership, and improving transit safety.

SB 16 (Beall D) Transportation funding.

Status: 6/1/2015-Read second time and amended. Ordered to third reading.

Summary: Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would provide for the program to be authorized every 5 years by the Legislature, and would provide that authorization for the 2015-16 through 2019-20 fiscal years. The bill would require the California Transportation Commission to identify the estimated funds to be available for the program and adopt performance criteria to ensure efficient use of the funds.

Position: SUPPORT

SB 32 (Pavley D) California Global Warming Solutions Act of 2006.

Status: 9/1/2015-Read second time. Ordered to third reading.

Summary: Would require the State Air Resources Board to approve statewide greenhouse gas emissions limits that are the equivalent to 40% below the 1990 level to be achieved by 2030 and 80% below the 1990 level to be achieved by 2050, as specified. The bill would authorize the

state board to approve an interim greenhouse gas emissions level target to be achieved by 2040. The bill also would state the intent of the Legislature for the Legislature and appropriate agencies to adopt complementary policies that ensure the long-term emissions reductions advance specified criteria.

SB 64 (Liu D) California Transportation Plan.

Status: 9/1/2015-In Senate. Concurrence in Assembly amendments pending.

Summary: The California Transportation Commission is required to adopt and submit to the Legislature, by December 15 of each year, an annual report summarizing the commission's prior-year decisions in allocating transportation capital outlay appropriations, and identifying timely and relevant transportation issues facing the state. This bill would require that the annual report also include specific, action-oriented, and pragmatic recommendations for legislation to improve the transportation system.

SB 254 (Allen D) State highways: relinquishment.

Status: 7/17/2015-Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/15/2015)

Summary: Current law provides for the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. This bill would revise and recast these provisions to delete the requirement that the portion to be relinquished be deleted from the state highway system by legislative enactment or superseded by relocation.

SB 257 (Bates R) Vehicles: Gold Star Family license plates.

Status: 8/28/2015-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 8/27/2015)

Summary: Would, commencing January 1, 2017, require the DMV to issue Gold Star Family license plates as environmental license plates if the requester pays specified environmental license plate fees and specialized license plate fees. The bill would direct the revenue generated from the environmental license plate fees to be deposited into the Motor Vehicle Account within the State Transportation Fund until the DMV's upfront cost of implementing this program is covered. The bill would then direct this revenue to be deposited into the Veterans Service Office Fund.

SB 321 (Beall D) Motor vehicle fuel taxes: rates: adjustments.

Status: 9/1/2015-From consent calendar on motion of Assembly Member Holden. Ordered to third reading.

Summary: Would, for the 2016- 17 fiscal year and each fiscal year thereafter, require the State Board of Equalization on March 1 of the fiscal year immediately preceding the applicable fiscal year, as specified, to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to the exemption, based on estimates made by the board that reflect the combined average of the actual fuel price over the previous 4 fiscal years and the estimated fuel price for the current fiscal year, and continuing to take into account

adjustments required by existing law to maintain revenue neutrality for each year. This bill contains other existing laws.

Position: SUPPORT

SB 348 (Galgiani D) California Environmental Quality Act: exemption: railroad crossings.

Status: 8/7/2015-Chaptered by Secretary of State - Chapter 143, Statutes of 2015.

Summary: CEQA exempts from its requirements railroad grade separation projects that eliminate existing grade crossings or that reconstruct existing grade separations. CEQA authorizes a lead agency, if it determines that a project is exempt from the requirements of CEQA, to file a notice of exemption with specific public entities. This bill would require a lead agency, if it determines that the above exemption applies to a project that the agency approves or determines to carry out, to file a notice of exemption with the Office of Planning and Research and, in the case of a local agency, with the county clerk in each affected county.

SB 491 (Committee on Transportation and Housing) Transportation: omnibus bill.

Status: 9/1/2015-Assembly amendments concurred in. (Ayes 40. Noes 0.) Ordered to engrossing and enrolling.

Summary: Current law, in the area under the jurisdiction of the Bay Area Air Quality Management District, requires at least 40% of fee revenues to be proportionately allocated to each county within the district, and requires an entity receiving these revenues, at least once a year, to hold one or more public meetings for the purpose of adopting criteria for expenditure of the funds and to review those expenditures. This bill would instead, at least once a year, require one or more public meetings to adopt criteria for expenditure of funds, if the criteria have been modified from the previous year, and one or more public meetings to review those expenditures.

SB 508 (Beall D) Transportation funds: transit operators: pedestrian safety.

Status: 9/1/2015-Assembly amendments concurred in. (Ayes 31. Noes 9.) Ordered to engrossing and enrolling.

Summary: Would delete the requirement for transit operators to maintain higher farebox requirements based on the 1978-79 fiscal year. The bill would exempt additional categories of expenditures from the definition of "operating cost" used to determine compliance with required farebox ratios, including, among others, certain fuel, insurance, and claims settlement cost increases beyond the change in the Consumer Price Index.

Position: SUPPORT

SB 719 (Hernandez D) Department of Transportation: motor vehicle technologies testing.

Status: 8/10/2015-Chaptered by Secretary of State - Chapter 163, Statutes of 2015.

Summary: Current law establishing rules of the road for the operation of a vehicle on state highways and roads require motor vehicles being driven outside of a business or residence district in a caravan or motorcade, whether or not towing other vehicles, to be operated so as to allow sufficient space and in no event less than 100 feet between each vehicle or combination of vehicles so as to enable any other vehicle to overtake or pass. This bill would authorize the Department of Transportation, in coordination with the Department of the

California Highway Patrol, to conduct testing of technologies that enable drivers to safely operate motor vehicles with less than 100 feet between each vehicle or combination of vehicles and would exempt motor vehicles participating in this testing from the above-described rule.

SBX1 1 (Beall D) Transportation funding.

Status: 9/1/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Summary: Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system and for other specified purposes. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund.

Position: SUPPORT

SBX1 2 (Huff R) Greenhouse Gas Reduction Fund.

Status: 9/1/15 SEN. T. & I.D. Vote - Do pass, but re-refer to the Committee on Appropriations. (AYES 3. NOES 9.) (FAIL).

Summary: Would provide that those annual proceeds shall be appropriated by the Legislature for transportation infrastructure, including public streets and highways, but excluding high-speed rail. This bill contains other existing laws.

SBX1 3 (Vidak R) Transportation bonds: highway, street, and road projects.

Status: 8/19/2015-August 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 9. Page 36.)

Summary: Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds.

SBX1 4 (Beall D) Transportation funding.

Status: 9/1/2015-In Assembly. Read first time. Held at Desk.

Summary: Current law requires the Department of Transportation to improve and maintain the state's highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would declare the intent of the Legislature to enact legislation to establish permanent, sustainable sources of transportation funding to maintain and repair the state's highways, local roads, bridges, and other critical transportation infrastructure.

SBX1 5 (Beall D) Transportation funding.

Status: 9/1/2015-In Assembly. Read first time. Held at Desk.

Summary: Current law establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would declare the intent of the Legislature to enact legislation to establish permanent, sustainable sources of transportation funding to improve the state's key trade corridors and support efforts by local governments to repair and improve local transportation infrastructure.

SBX1 6 (Runner R) Greenhouse Gas Reduction Fund: transportation expenditures.

Status: 9/2/15 September 1 set for first hearing. Failed passage in committee.

Summary: Would delete the continuous appropriations from the Greenhouse Gas Reduction Fund for the high-speed rail project, and would prohibit any of the proceeds from the fund from being used for that project. The bill would continuously appropriate the remaining 65% of annual proceeds of the fund to the California Transportation Commission for allocation to high-priority transportation projects, as determined by the commission, with 40% of those moneys to be allocated to state highway projects, 40% to local street and road projects divided equally between cities and counties, and 20% to public transit projects.

SBX1 7 (Allen D) Diesel sales and use tax.

Status: 9/2/15 From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 9. Noes 2.) (September 1).

Summary: Would, as of July 1, 2016, increase the additional sales and use tax rate on diesel fuel to 5.25%. By increasing the revenues deposited in a continuously appropriated fund, the bill would thereby make an appropriation. This bill contains other related provisions.

SBX1 8 (Hill D) Public transit: funding.

Status: 9/2/15 From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (September 1). Re-referred to Com. on APPR.

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. This bill would instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program, and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation. This bill contains other current laws.

SBX1 9 (Moorlach R) Department of Transportation.

Status: 8/19/2015-August 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 9. Page 36.)

Summary: Current law creates the Department of Transportation with various powers and duties relative to the state highway system and other transportation programs. This bill would prohibit the department from using any nonrecurring funds, including, but not limited to, loan repayments, bond funds, or grant funds, to pay the salaries or benefits of any permanent civil

service position within the department. This bill contains other related provisions and other current laws.

SBX1 10 (Bates R) Regional transportation capital improvement funds.

Status: 8/28/2015-Set for hearing September 1.

Summary: Current law requires funds available for regional projects to be programmed by the California Transportation Commission pursuant to the county shares formula, under which a certain amount of funding is available for programming in each county, based on population and miles of state highway. Current law specifies the various types of projects that may be funded with the regional share of funds to include state highways, local roads, transit, and others. This bill would revise the process for programming and allocating the 75% share of state and federal funds available for regional transportation improvement projects.

SBX1 11 (Berryhill R) California Environmental Quality Act: exemption: roadway improvement.

Status: 8/31/2015-September 1 hearing postponed by committee.

Summary: CEQA, until January 1, 2016, exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined, other than a state roadway, if the project or activity is carried out by a city or county with a population of less than 100,000 persons to improve public safety and meets other specified requirements. This bill would extend the above-referenced exemption until January 1, 2025, and delete the limitation of the exemption to projects or activities in cities and counties with a population of less than 100,000 persons.

SBX1 12 (Runner R) California Transportation Commission.

Status: 8/20/2015-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would exclude the California Transportation Commission from the Transportation Agency, establish it as an entity in state government, and require it to act in an independent oversight role. The bill would also make conforming changes. This bill contains other related provisions and other existing laws.

SBX1 13 (Vidak R) Office of the Transportation Inspector General.

Status: 8/19/2015-From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0. Page 37.) (August 19). Re-referred to Com. on APPR.

Summary: Would create the Office of the Transportation Inspector General in state government as an independent office that would not be a subdivision of any other government entity, to ensure that all state agencies expending state transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The bill would provide for the Governor to appoint the Transportation Inspector General for a 6-year term, subject to confirmation by the Senate, and would provide that the Transportation Inspector General may not be removed from office during the term except for good cause.

SBX1 14 (Cannella R) Transportation projects: comprehensive development lease agreements.

Status: 8/17/2015-August 19 set for first hearing canceled at the request of author.

Summary: Current law authorizes the Department of Transportation and regional transportation agencies, as defined, to enter into comprehensive development lease agreements with public and private entities, or consortia of those entities, for certain transportation projects that may charge certain users of those projects tolls and user fees, subject to various terms and requirements. This bill would extend this authorization indefinitely and would include within the definition of "regional transportation agency" the Santa Clara Valley Transportation Authority, thereby authorizing the authority to enter into public-private partnerships under these provisions.

SCA 5 (Hancock D) Local government finance.

Status: 7/16/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on GOV. & F.

Summary: Would exempt from taxation for each taxpayer an amount up to \$500,000 of tangible personal property used for business purposes. This measure would prohibit the Legislature from lowering this exemption amount or from changing its application, but would authorize it to be increased consistent with the authority described above. This measure would provide that this provision shall become operative on January 1, 2019. This bill contains other related provisions and other existing laws.

SCA 7 (Huff R) Motor vehicle fees and taxes: restriction on expenditures.

Status: 5/28/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on T. & H.

Summary: Would prohibit the Legislature from borrowing revenues from fees and taxes imposed by the state on vehicles or their use or operation, and from using those revenues other than as specifically permitted by Article XIX. The measure would also provide that none of those revenues may be pledged or used for the payment of principal and interest on bonds or other indebtedness.

SCAX1 1 (Huff R) Motor vehicle fees and taxes: restriction on expenditures.

Status: 8/28/2015-Set for hearing September 1.

Summary: Would prohibit the Legislature from borrowing revenues from fees and taxes imposed by the state on vehicles or their use or operation, and from using those revenues other than as specifically permitted by Article XIX. The measure would also prohibit those revenues from being pledged or used for the payment of principal and interest on bonds or other indebtedness. This bill contains other related provisions and other existing laws.

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATE LEGISLATIVE MATRIX BILL SUMMARY
September 2, 2015**

BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 194 Frazier	Removes limitation on the number of toll lanes the California Transportation Commission can approve.	Watch	Passed In Senate Transportation & Housing Committee 10-0. Passed Senate Appropriations Committee 5-1. In full Senate.
AB 1250 Bloom	Extends the bus axle weight exemption.	Support	Passed Senate Transportation & Housing Committee 11-0. Passed Senate Appropriations Committee 7-0. In full Senate.
ACA 4 Frazier	Places before the voters a Constitutional Amendment to reduce to 55% the approval threshold for local transportation funding measures.	Support	Passed Assembly Revenue & Taxation Committee 5-3. Died in Assembly Appropriations Committee.
AB X1-1 Alejo	Provides various transportation revenue enhancements including a prohibition on spending truck weight fees on transportation bond debt service.	Support	No action.
SB 321 Beall	Modifies the gas tax adjustment process to reduce fluctuations.	Support	Passed Assembly Revenue & Taxation Committee 9-0. Passed Assembly Appropriations Committee 17-0. To full Assembly.
SB 508 Beall	Provides flexibility regarding transit cost and farebox ratio requirements.	Support	Passed Assembly Transportation Committee 16-0. Passed Assembly 31-9. To Governor.

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATE LEGISLATIVE MATRIX BILL SUMMARY
September 2, 2015**

BILL/AUTHOR	SUBJECT	POSITION	STATUS
SB X1-1 Beall	Increases fuel taxes and vehicle fees to raise \$3.5 billion annually for transportation over five years.	Support	Passed Special Senate Transportation & Infrastructure Development Committee 9-2. To Senate Appropriations Committee.



Item # 8L

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VIC KAMHI, TRANSIT DIRECTOR

SUBJECT: APPROVE THE REVISED 2015 TITLE VI PROGRAM UPDATE

RECOMMENDATION:

- Approve by resolution, the REVISED 2015 Title VI Program Update, including the Public Participation Plan and Language Assistance Plan.

BACKGROUND:

In compliance with Federal Transit Administration (FTA) requirement, the VCTC adopted the Title VI program. FTA staff received the programs, and upon review, identified several areas which require modification or amendment. A copy of the FTA letter is included (ATTACHEMENT A), as well as a revised Title VI Plan (ATTACHMENT B).

The specific areas which the FTA identified for modification are:

- Correct the FTA address for submittal of comments/complaint (page 3). Also include information regarding the procedures to file a complaint, or to receive additional information about the VCTC Title VI program on the VCTC Title VI webpage (ATTACHMENT C).
- Correct the FTA address in the "How to file a complaint section (page 5).
- While not required, the FTA staff recommended a change in the section regarding how VCTC process complaints has been modified to reflect that if a complaint is closed administratively, claimants are notified in writing (page 6, 3rd paragraph).
- The FTA staff requested a list of all Title VI complaints received by VCTC in the past 3 years. There have been no Title VI complaints received by the VCTC. There was one ADA complaint filed during that period which has been resolved.
- The FTA staff requested VCTC Title VI plan to explain if the VCTC uses any additional resources during public meetings to identify LEP populations such as language identification cards, and how the Public Participation Plan considers the needs of low-income populations. The section in the outreach plan addressing Limited English Proficient (LEP) "minimum outreach requirements" has been expanded to address this comment.

- The FTA staff requested VCTC review the LEP population identification. VCTC used one US Census source, and California Department of Education's 100% survey of English Learner (EL) students, but did not use the American Community Survey 5-year (2009-2013) estimates. Staff has added the ACS 5-year estimates to the plan. Unlike the other sources, the ACS 5-year estimates identified several populations with more than 1000 people who speak a language other than English and speak English less than "very well". In no case do these represent more than about half a percent (.5%) of the total county population, and in the case of Chinese, it actually includes at least six separate and distinct languages. VCTC notes in the plan that it will monitor any requests for information in any languages other than English or Spanish, and will consider the level of action to meet transit information needs of other LEP speakers.
- In response to the FTA staff's comment, the Plan has been modified to include "If a complaint is made in a language other than English, the VCTC will translate the complaint through a contracted service, and any response, including requests for additional information and any disposition will be made in both English and the language in which the complaint was made."

In addition, the FTA staff recommended that the VCTC track in the future all contacts made by LEP populations to assist in the delivery of service and the next inclusion in the next VCTC Title VI Plan and Program.

ATTACHMENTS

ATTACHMENT A FTA TITLE VI Review

ATTACHMENT B VCTC Title VI Plan Program Report

ATTACHMENT C Existing VCTC Title VI web page

RESOLUTION # 2015-09

**A RESOLUTION APPROVING A TITLE VI PLAN FOR THE VENTURA COUNTY
TRANSPORTATION COMMISSION**

WHEREAS, the Ventura County Transportation Commission (VCTC) is a recipient of Federal revenues and is required to meet Federal Regulatory requirements for Title VI of the Civil Rights act of 1964, established by CFR part 21.7; and

WHEREAS, the VCTC has or will provide all annual certifications and assurances to the Federal Transit Administration (FTA) required for the Title VI program, and

WHEREAS, the VCTC assures that no person or group of persons will, on the basis of race, color, national origin or limited English proficiency be subjected to discrimination in the level and quality of transportation services, programs, or activities provided by the VCTC, whether Federally funded or not; and

WHEREAS, the VCTC assures that all residents and visitors are afforded meaningful access to the VCTC's programs, activities and services; and

WHEREAS, the VCTC has updated the VCTC's Title VI program plan to meet current FTA guidelines;

NOW THEREFORE BE IT RESOLVED by the Ventura County Transportation Commission approves and adopts the updated Title VI Plan.

PASSED AND ADOPTED by the Ventura County Transportation Commission this 11th day of September, 2015.

PETER FOY, CHAIR

APPROVED AS TO FORM:

STEVE MATTIS, GENERAL COUNSEL

ATTEST:

Donna Cole, Clerk of the Board

ATTACHMENT A FTA TITLE VI Review



**U.S. Department
Of Transportation
Federal Transit
Administration**

REGION IX
Arizona, California,
Hawaii, Nevada, Guam,
American Samoa,
Northern Mariana Islands

219 Mission Street
Suite 1650
San Francisco, CA 94105-1839
415-744-3133
415-744-2726 (fax)

August 14, 2015

Vic Kamhi, Director of Bus Transit
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 9003

Re: Title VI Program In Review - Recipient ID No. 5579

Dear Mr. Kamhi:

The Federal Transit Administration (FTA) received Ventura County Transportation Commission's Title VI Program on June 1, 2015 to replace the Title VI Program that expired on July 31, 2015. This Title VI program submission is required pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the Federal Transit Administration's (FTA) Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," effective October 1, 2012.

In reviewing Ventura County Transportation Commission's Title VI program submission, FTA identified areas of concern and we cannot provide a full concurrence of your program at this time. Per the "Procedures for Securing Voluntary Compliance," as outlined in Circular 4702.1B, Chapter VII, please submit an updated plan that addresses the items identified by check marks (e.g., ☒) in Attachment A within 30 days, or by September 14, 2015. If we do not receive an updated program that adequately addresses these items, Ventura County Transportation Commission's "In Review" status will change to "Expired" and this could result in delays in processing grants or draw-down restrictions.

Thank you for your ongoing cooperation meeting all of the FTA civil rights program requirements. Please plan to submit the revised Title VI program submission by attaching it to your Recipient Profile in FTA's TEAM-Web. Please delete any version of the program in TEAM that this submission is replacing. A copy of this letter has been attached to your Recipient Profile in TEAM for your reference.

FTA is committed to providing technical assistance to help correct your program. If you have any questions or would like to discuss these areas in more detail, please do not hesitate to contact me directly at (312) 705-1270 or at marisa.appleton@dot.gov.

Sincerely,



Marisa Appleton
Civil Rights Officer for Oversight

cc: Leslie Rogers, Regional Administrator, TRO-9 (Electronic)
Edward Carranza, Deputy Regional Administrator, TRO-9 (Electronic)
Monica McCallum, FTA Civil Rights Regional Division Chief (Electronic)
Recipient TEAM profile (5579) (Electronic)

Attachment A

Title VI General Reporting Requirements – All FTA Funding Recipients (Chapter III)

- ☒ *If the box is checked, your original Title VI Program is missing this element. Your updated Title VI Program must address all missing requirements per the guidance issued in the Circular. Regional Civil Rights Officer comments specific to this program review are in bold font.*
- ☐ Requirement to Provide Title VI Assurances: Submit annual certifications and assurances to FTA via FTA's TEAM system (TEAM) (Chapter III, 2). **RCRO Comments:**
- ☐ Requirement for First-Time Applicants: submit information regarding Title VI compliance history (Chapter III, 3). *Applies to first-time applicants only.* **RCRO Comments:**
- ☐ Requirement to Prepare and Submit a Title VI Program: Upload Title VI Program into TEAM and attach via the paper clip function on the Civil Rights screen. Programs should be submitted no fewer than 60 calendar days prior to the date of expiration of the Title VI Program (Chapter III, 4). **RCRO Comments:**
- ☐ Recipient indicates whether they provide fixed route transportation. If so, Chapter IV requirements apply.
 - ☐ Recipient indicates if they are a State DOT or MPO. If so, requirements from Chapters V or VI apply.
 - ☐ Recipient indicates whether they pass FTA funds through to subrecipients. Subrecipients submit Title VI Programs to the primary recipient from whom they receive funding.
- ☐ Requirement to submit a copy of the board resolution, meeting minutes, or similar documentation with the Title VI Program as evidence that the board of directors or appropriate governing entity or official(s) has approved the Title VI Program. **RCRO Comments:**
- ☒ Requirement to Notify Beneficiaries of Protection: Submit a statement that the agency operates programs without regard to race, color, or national origin (Chapter III, 5). **RCRO Comments:** Per FTA C 4702.1B Chapter III-4(5), the Title VI notice must contain information for requesting additional information about the Title VI program and a description of the procedures for filing a complaint. This information is not present in the Title VI notice on Ventura County Transportation Commission's website at <http://www.goventura.org/title-vi>. Additionally, while the information in the Title VI notice on page 3 of the program does have a statement regarding requesting additional information and filing complaints, the address information for filing a complaint with FTA should be our Headquarters address where complaints and concerns are handled. The correct address is:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue, SE
Washington, D.C. 20590

- ☒ The statement shall include the procedures that members of the public should follow to request additional information and to file a Title VI complaint.
- ☒ The statement shall be posted on the agency's website and in public areas, including stations, stops and/or on transit vehicles, as applicable.
- ☒ Requirement to Develop Complaint Procedures and Complaint Form: Submit complaint procedures and complaint form (Chapter III, 6). *Samples shall be consistent with the samples located in Appendices C and D. Chapter IX has additional information and guidance on complaints.* **RCRO Comments: Please update the address listed for FTA in the complaint procedures to reflect the address above.**

RCRO Advisory Comment: Based on the statement in the 3rd paragraph on page 6 of the program 'The VCTC Executive Director will determine if the complaint can be administratively closed after the draft is written, or if a final written response is needed', it is not clear that a final letter will be sent out for all complaints. Since this will likely be the most reviewed part of the program by the riding public, I would recommend clarifying the complaint procedures to clearly explain that if a complaint is closed administratively, claimants are notified in writing.

- ☒ Requirement to Record and Report Transit-Related Investigations, Complaints and Lawsuits: Submit a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient (Chapter III, 7). *See Appendix E for an example of how to report this information.* **RCRO Comments: Please provide a list of all Title VI related investigations, complaints, and lawsuits for the past 3 years in accordance with the information provided in FTA C 4702.1B Chapter III-5(7).**
- ☒ Requirement to Promote Inclusive Public Participation: Submit a copy of the established public participation plan or process. The plan or process shall consider the needs of traditionally underserved populations by integrating the guidance cited in this section (Chapter III, 8). **RCRO Comments: Please explain if Ventura County Transportation Commission uses any additional resources during public meetings to identify LEP populations such as language identification cards. Also, please explain how the Public Participation Plan considers the needs of low-income populations per FTA C 4702.1B Chapter III-5(8).**
- ☒ Requirement to Provide Meaningful Access to LEP Persons: Submit a Language Assistance Plan, or LEP Plan (Chapter III, 9). **RCRO Comments: Please review Factor 1 of the Four Factor Analysis to ensure that all LEP populations located within Ventura County Transportation Commission's service area have been appropriately identified. Once all LEP populations have been identified, please explain how language assistance will be provided by each language, how notice will be provided to LEP persons about language assistance services, and an updated description of the**

translation of vital documents consistent with the Safe Harbor Provision. If it is determined that Ventura County Transportation Commission will not provide written translations of vital documents for all of the identified LEP populations, please explain how the determination was made and what alternative translation assistance is available. Also, please explain what translations services are available for LEP populations in regards to appeals hearings.

RCRO Advisory Comment: For Factor 2 of the Four Factor Analysis, I did not see any evidence that Ventura County Transportation Commission tracks its contact with LEP populations. Per FTA C 4702.1B Chapter III-7(9)(a)(2), Ventura County Transportation Commission should track it's contact with LEP populations so that it can later analyze the data to determine the needs for the Language Assistance Plan. While I understand that this cannot be completed for the current submission, please keep this in mind for future submissions.

Submit a revised LEP Plan to include:

- ☒ Results of the Four Factor Analysis, including a description of the LEP population(s) served. *See Chapter III, 9, a, Appendix M-1, and FTA's LEP Handbook (available online) for additional information on developing a Four Factor Analysis.*
 - ☒ Description of how the recipient provides language assistance services by language. This assistance should be consistent with the findings in the Four Factor Analysis.
 - ☒ Description of how the recipient provides notice to LEP persons about the availability of language assistance. This notice should be consistent with the findings in the Four Factor Analysis.
 - ☒ Description of how the recipient provides translation of vital documents consistent with the Safe Harbor Provision. This assistance should be consistent with the findings in the Four Factor Analysis.
 - ☐ Description of how the recipient monitors, evaluates and updates the language access plan.
 - ☐ Description of how the recipient trains employees to provide timely and reasonable language assistance to LEP populations.
- ☐ Requirement to Report Minority Representation on Planning and Advisory Bodies: Submit a table depicting the racial breakdown of the membership of transit-related, non-elected planning boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such committees (Chapter III, 10). **RCRO Comments:**
- ☐ Requirement to Provide Assistance to Subrecipients and Monitor Compliance with Title VI: Recipients that extend FTA financial assistance to any other recipient shall provide assistance to the subrecipients in complying with the general reporting requirements and shall monitor subrecipient compliance with Title VI (Chapter III, 11 and 12). **RCRO Comments:**

Submit subrecipient monitoring information to include:

- ☐ Description of how the recipient provides assistance to subrecipients, including what forms and data are collected for and disseminated to subrecipients.
 - ☐ Document the process for ensuring all subrecipients comply with the general reporting requirements, as well as other requirements that apply if the subrecipient is a transit provider.
- ☐ **Requirement to Conduct Equity Analysis to Determine Site or Location of Facilities:** Submit an equity analysis for any projects requiring land acquisition and the displacement of persons from their residences and businesses *for which a NEPA process has not been completed*. For purposes of this requirement, “facilities” does not include bus shelters, transit stations, or power substations, etc. If this requirement does not apply, submit a statement that no such projects were conducted during the reporting period (Chapter III, 13). **RCRO Comments:**

ATTACHMENT C Existing VCTC Title VI web page





Keep up with the Naval Base Ventura County Joint Land Use Study (NBVC JLUS) now underway.

VISIT THE PROJECT SITE 

Title VI

Title VI of the Civil Rights Act of 1964 prohibits the use of public funds in any manner that results in discrimination. The U.S. Department of Transportation (USDOT) and Federal Transit Administration (FTA) require all public transportation operators to comply with Title VI regulations. In April 2005, VCTC adopted its original Title VI Program, which ensures the level and quality of VISTA bus service is provided without regard to race, color, national origin, or income status. VCTC's February 2009 Title VI Report was later updated to be consistent with the guidelines set forth in FTA Circular 4702.1A (dated May 13, 2007).

Título VI

Título VI del acto Civil de derechos de 1964 prohíbe el uso de fondos públicos en cualquier manera que resulte en discriminación. El Departamento de EE.UU. de Transporte (USDOT) y La Administración Federal de Tránsito (FTA) requiere a todos los operarios de transporte público conformarse con regulaciones del Título VI. En April 2005, VCTC adoptó su programa original, que asegura el nivel de calidad de servicio de autobús de Vista proporcionara sin consideración a raza, color, origen nacional, o estatus de ingresos. El reporte Febrero 2009 de VCTC posteriormente fue actualizado para ser consiguiente con las directrices establecidas en el circular de FTA 4702.1A (fecha 13 de Mayo 2007).

 Final VCTC Title VI Report – February 2009	6.79 MB
 Title VI Complaint Procedures (English and Spanish)	203.72 KB
 VISTA Current Vehicle List – October 2008	13.19 KB
 VISTA DAR Inventory – September 2008	8 KB

VCTC App Corner

**Smart Ride**
FREE Real-time Transit App for your Smart Phone

**VCTC Bikeways App**
Shows you all the biking routes in Ventura for **iPhone**.

**VCTC Bikeways App**
Shows you all the biking routes in Ventura for **Android**.

JLUS Public Workshops

Public Workshops will be held August 4-5, 2015.
[Click here for information](#)

Upcoming Events

HVTAC - August 2015
08/18/2015 - 3:00pm

HVPAC - August 2015
08/21/2015 - 2:00pm



Item # 8M

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE MATTAS, GENERAL COUNSEL

SUBJECT: CLAIM FOR RONALD PRATT

RECOMMENDATION:

- Reject a claim submitted on behalf of Ronald Pratt for personal injuries.

BACKGROUND:

On August 31, 2015, VCTC received a claim on behalf of Ronald Pratt for personal injuries sustained in a bus collision. Pursuant to Section 9 of the Agreement for Provision of Transportation Services between VCTC and Roadrunner Management Services, Inc. ("Roadrunner"), Runner is obligated to defend, indemnify and hold harmless VCTC from all liability arising out of the provision of transportation services. In recognition of this provision, VCTC has submitted a tender letter in connection with this claim to Roadrunner. Therefore, it is recommended that VCTC reject the claim.

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Item #8N

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AARON BONFILIO, PROGRAM MANAGER

SUBJECT: AUTHORIZATION FOR PURCHASE OF AUTOMATED PASSENGER COUNTERS

RECOMMENDATION:

- Authorize the Executive Director to negotiate the remaining terms of, and for the VCTC Chair to execute, an equipment purchase agreement with Urban Transportation Associates, Inc. (UTA) for Automated Passenger Counter (APC) system in a form and substance approved by VCTC General Counsel in an amount not to exceed \$220,000.

BACKGROUND:

In October 2012 Gold Coast Transit released a Request for Proposals (RFP) for replacement of automated fareboxes and fare collections system, which also included an option for purchase of Automated Passenger Counter (APC) systems. Multiple transit operators joined in the solicitation, which included Thousand Oaks Transit, Simi Valley Transit and the VISTA bus service. Each operator's specifications were incorporated as "options" for bidders to propose on. Farebox manufacturer Genfare/SPX, along with APC systems subcontractor, Urban Transportation Associates, Inc. (UTA), was selected by an evaluation panel which included members of the VCTC staff, and was awarded the contract for the Farebox and fare collections system replacement and Automated Passenger Counter (APC) system solution.

Since the award, only the farebox equipment and fare media equipment has been purchased by the Commission. An APC system was not procured by the Commission, as VCTC was then using the APC system provided by the now-retired GoVentura Smartcard system. Gold Coast Transit has since implemented the proposed UTA APC system and has reported very positive experience, as has Thousand Oaks Transit, as well. In addition, UTA has received high marks from referrals across the County and provides systems for such transit agencies as Santa Clarita Transit, AC Transit in Oakland, and MUNI, to name a few.

This purchase was anticipated and budgeted as part of FY2014/2015. The carryover funds necessary to complete the purchase will be amended into the FY2015-2016 budget following the approval of the concurrent consent Commission Agenda Item 8G.

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Item #80

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DONNA COLE, CLERK OF THE BOARD

SUBJECT: AUTHORIZATION FOR DESTRUCTION OF RECORDS

RECOMMENDATION:

- Approve the destruction itemized records.

BACKGROUND:

This item presents for approval the destruction of records at Ventura County Transportation Commission, pursuant to Provisions of "Administrative Code of the Ventura County Transportation Commission, Ventura County Airport Land Use Commission, Ventura County Service Authority for Freeway Emergencies, the Consolidated Transportation Service Agency for Ventura County and the Ventura County Congestion Management Agency" (Article V, Section H).

Staff is requesting the destruction of records found within Attachment A.

Staff Position Review	Advisory Recommendation	Comments
Executive Director	X	Reviewed and recommended
Director of Programming	X	Reviewed and recommended
Director of Bus Transit Services	X	Reviewed and recommended

**REQUEST TO DESTROY
PROGRAMMING DEPT. RECORDS
LOCATION: STORAGE**

Grant files: CA-03-0636 – records sent to storage on 09/2005, destroy by 07/2009
Grant files: CA 03-0606 – records sent to storage on 09/2005, destroy by 12/2009
Grant files: ISTE A 1 Call for Projects – records sent to storage on 09/2005, destroy 07/2010
Grant files: 1999 ISTE A applications, CA-03-0950 – record sent to storage on 09/2005, destroy by 07/2010
Grant files: 2001 Triennial Review, 2002 STIP – records sent to storage on 09/2005, destroy by 12/2010
Grant files: 2002 Triennial FTA – records sent to storage on 02/2008, destroy by 02/2010
Grant files: ISTE A 1 Call for Projects – records sent to storage on (unknown), destroy 07/2010
CTC files: misc. files from 07/2002 - 06/2004 – records sent to storage (unknown), destroy by 06/2011

**REQUEST TO DESTROY
TRANSIT DEPT. RECORDS
LOCATION: STORAGE**

Bus Service files: expired VISTA bus transfers, 11/2011 until 06/2013 – sent to storage on misc. dates

**REQUEST TO DESTROY
TRANSIT DEPT. RECORDS
LOCATION: ON SITE**

Marketing files: aged GoVentura SmartCard Program letter to residents, returned mail (600+ letters)
Bus Service files: expired VISTA bus transfers, 01/2010 until 06/2015



Item # 8P

September 11 , 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR
SUBJECT: REQUEST FOR QUALIFICATIONS AND PRICING FOR WEED ABATEMENT

RECOMMENDATION:

- Approve the release of a Request for Qualifications and Pricing for weed abatement on VCTC property.

BACKGROUND:

VCTC owns the thirty-two (32) mile long rail corridor and active rail line known as the Santa Paula Branch Line (SPBL) as well as the northern forty (40) feet of the one hundred (100) foot wide right-of-way of the Coastal Mainline from Moorpark to the Los Angeles County line. As owners of this property, VCTC is responsible for weed abatement. Periodically, VCTC requests qualifications and pricing information from contractors to perform weed abatement services to compile a list of qualified contractors. This process ensures that VCTC remains competitive and receives the most cost efficient service.

DISCUSSION:

Upon approval, staff will publish the RFQ (see Attachment A) in the appropriate locations and direct mail to known contractors. The deadline for submissions has been set to October 15th, 2015 at 4:00pm PST to allow adequate time for advertisement and response. After this date, staff will review the submitted qualifications and compile a list of eligible contractors for on-call weed abatement work. Thus, staff recommends the approval of the release of this RFQ to establish a current contractor list and pricing for weed abatement services.

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Attachment A
VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR QUALIFICATIONS
FOR
WEED ABATEMENT AND DEBRIS REMOVAL
OF
THE SANTA PAULA BRANCH LINE AND COAST MAINLINE

INTRODUCTION

Ventura County Transportation Commission (VCTC) has issued this Request for Qualifications (RFQ) to establish a list of qualified contractors to perform on-call weed abatement and prevention on the Santa Paula Branch Line (SPBL), the VCTC-owned portion of the Coast Mainline which Metrolink operates, and other VCTC property (see Attachment 1: SPBL Track Chart and Attachment 2: Metrolink Track Chart). All work will be done in accordance with Federal and State regulations and the Scope of Work in this RFQ.

BACKGROUND

The Ventura County Transportation Commission was created by Senate Bill 1880 in 1988 as the regional transportation planning agency with a mission to improve mobility within the County and increase funding to meet transportation needs. To fulfill that mission, the VCTC establishes transportation policies and priorities ensuring an equitable allocation of federal, state, and local funds for highway, transit, rail, aviation, bicycle and other transportation projects. VCTC is governed by a seventeen-member board composed of five County Supervisors, ten City Council members, and two Citizen Appointees – one representing the cities and one representing the county.

As the primary agency responsible for planning the region's transportation infrastructure investments, VCTC owns several miles of railroad infrastructure located generally between the City of Santa Paula and the Ventura/Los Angeles County line. VCTC purchased the rail corridor and active rail line known as the Santa Paula Branch Line (SPBL) in 1995 from Southern Pacific Transportation Company. The SPBL corridor is thirty-two (32) miles long, with approximately twenty-nine (29) miles of active track running eastward from a connection with the Union Pacific in the city of Ventura, to the unincorporated community of Piru. The right-of-way averages one hundred (100) feet wide, but varies between twenty-four (24) and three hundred (300) feet wide, depending on location. Fillmore and Western Railroad currently operates on this line.

In addition, commuter and intercity rail service runs through Ventura County on the Union Pacific-owned Coast Mainline corridor, which spans between Los Angeles to San Francisco. In Ventura County, Amtrak operates intercity service through the entire county on the Coast Mainline and Metrolink operates commuter rail service between East Ventura (Montalvo) Station to Simi Valley Station and southward to Los Angeles. Union Pacific operates occasional freight routes; however the portion of track through Ventura County does not experience a high volume of rail freight activity. The Coast Mainline corridor through the corridor is owned and maintained by Union Pacific with the exception of the northern forty (40) feet of the one hundred (100) foot wide rail right-of-way of the Coast Mainline from the Moorpark Layover facility (CP 427.2) to the Los Angeles County line (CP 440.8). This northern forty foot width of the right-of-way is owned and maintained by VCTC.

QUALIFICATIONS

VCTC is seeking a reliable licensed contractor fully qualified to perform weed abatement and debris removal along the VCTC-owned portion of the Coast Mainline corridor. Successful proposers will list all applicable certifications and licenses.

Pertinent to the VCTC-owned portion of the Coast Mainline, VCTC works with Ventura County Fire Department annually during the pre-fire season months to control fire hazardous vegetative growth.

VCTC also works with the Cities of Moorpark and Simi Valley on a case by case basis to address hazardous or illegal dumping activity. Therefore, VCTC is seeking a reliable licensed contractor fully qualified to perform heavy debris removal (rubber tires, shopping carts, mattresses, etc). During instances when or if a railroad flagman is needed, VCTC will coordinate a flagman for the contractor.

The successful proposer will also be able to point to current or recent contracts where weed abatement and debris removal has been performed, listing at least three current or recent weed abatement projects as a reference, including contact information. Additionally, the successful proposer will be able to demonstrate that it has employees or subcontractors who are fully conversant with and able to comply with railroad safety requirements from the Federal Railroad Administration listed in 49 CFR 213, 214 (c), 218 and 238 as relates to this project. Compliance with these regulations will involve access coordination with the operating railroad (either Metrolink or Fillmore and Western). Successful proposers must also meet the insurance requirements detailed further in this RFQ.

SCOPE OF WORK

Contractor shall perform mechanical and chemical weed control from the outer edge of the rail to the property line. Weed control inside of the rails shall be performed by others. Mechanical weed abatement shall occur as required by local regulation and/or at the direction of VCTC. In addition, contractor shall be on call for weed abatement on an as-needed or case-by-case basis.

Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical without causing damage to said fences, hedges, trees, and structures. Contractor shall remove and haul all weeds, litter, and trash and tow heavy debris off the property. The contractor is responsible for disposing all vegetation and debris, and the applicable disposal fees at the time of disposal. The contractor shall submit copies of their disposal receipts with their invoices to VCTC.

For seasonal fire hazard abatement, the crew will be expected to coordinate post-abatement inspections with the Ventura County Fire Department and VCTC as necessary. For other debris abatement within the City of Simi Valley, the contractor will be expected to coordinate post-abatement inspections with the City of Simi Valley Sheriff's Code Enforcement team and VCTC. Abatement activities shall be performed in such a manner as to minimize inconvenience to adjacent residents/motorists and the crew must coordinate with the operating railroad on the line.

PROPOSAL REQUIREMENTS

Proposers shall submit one (1) signed copy of the proposal no later than **4:00 P.M. Pacific Time Friday October 15, 2015. Proposals delivered after the stated time will not be considered.** Proposals shall be delivered to the VCTC contact at the end of this document either in person, by mail, or electronically via email.

The following information, at a minimum, must be provided by the firms responding to this Request for Qualifications:

- Names and qualifications of the firm's principals and other key personnel to be assigned to this project.
- A proposed scope of work including a discussion of the tasks to be accomplished.
- A list of subcontractors, if any will be used
- A list of references with names, telephone numbers, address and the name of the business or agency.
- Copies of licenses and certificates detailed above.
- Price proposal as described below.
- Evidence of sufficient insurance as described below.

PRICE PROPOSALS

The successful proposer shall be paid on a per-job basis for services identified in the Scope of Work. Price proposals should include a line item break down of hourly rates and equipment charges. Proposals must include the cost to provide all labor, equipment, materials, supplies, and transportation necessary for brush cutting, right of way mowing, herbicide spraying, tree trimming, and debris removal and disposal. At a minimum, the proposal must include the items listed below. The proposal must also provide an estimated response time to a job request from VCTC – e.g. how soon the contractor can start the requested job.

PRICE PROPOSAL MINIMUM REQUIRED LINE ITEMS

Service Item Description	Hourly Rate or Flat Fee
Labor- Laborer	
Labor - Leadman	
Chainsaw- Gas powered w/Operator	
Weedeater- Gas powered w/Operator	
Tractor/Mower W/Operator	
Bobcat/Loader W/Operator	
Tractor/Boom Sprayer 200ga	
Truck/ Dump Trailer W/Operator	
Tractor/ Chipper 120HP w/Operator	
Operator w/ Backpack Sprayer	
Truck/Water Trailer 500ga Fire Prevention	
Disposal Fees	
Materials	
Vegetation-Herbicide Chemicals	

INSURANCE

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

5. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
6. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
7. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
8. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
9. **Railroad Protective Liability:** Insurance on behalf of Ventura County Transportation Commission with limits no less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate, required whenever work is performed within 50 feet of the railroad tracks.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation,

but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

4. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
5. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
6. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insured Retentions

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

CONTRACT CERTIFICATION

The Workers Contract Certification found in Attachment 3 is a part of this RFQ and will become a part of the contract for consultant services.

QUALIFICATIONS REVIEW CRITERIA

VCTC will use the submitted qualifications to compile a list of eligible contractors to complete future weed abatement jobs. Issuance of this RFQ and the receipt of qualifications do not commit VCTC to award a contract. VCTC reserves the right to reject any and all qualifications, whole or in part, submitted and to request additional information.

ESTIMATED TIMELINE

RFQ Release Date	September 11, 2015
RFQ Due Date	October 15, 2015

VCTC CONTACT INFORMATION

All questions, comments, and proposals should be directed to:

Steve DeGeorge, Director of Planning
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

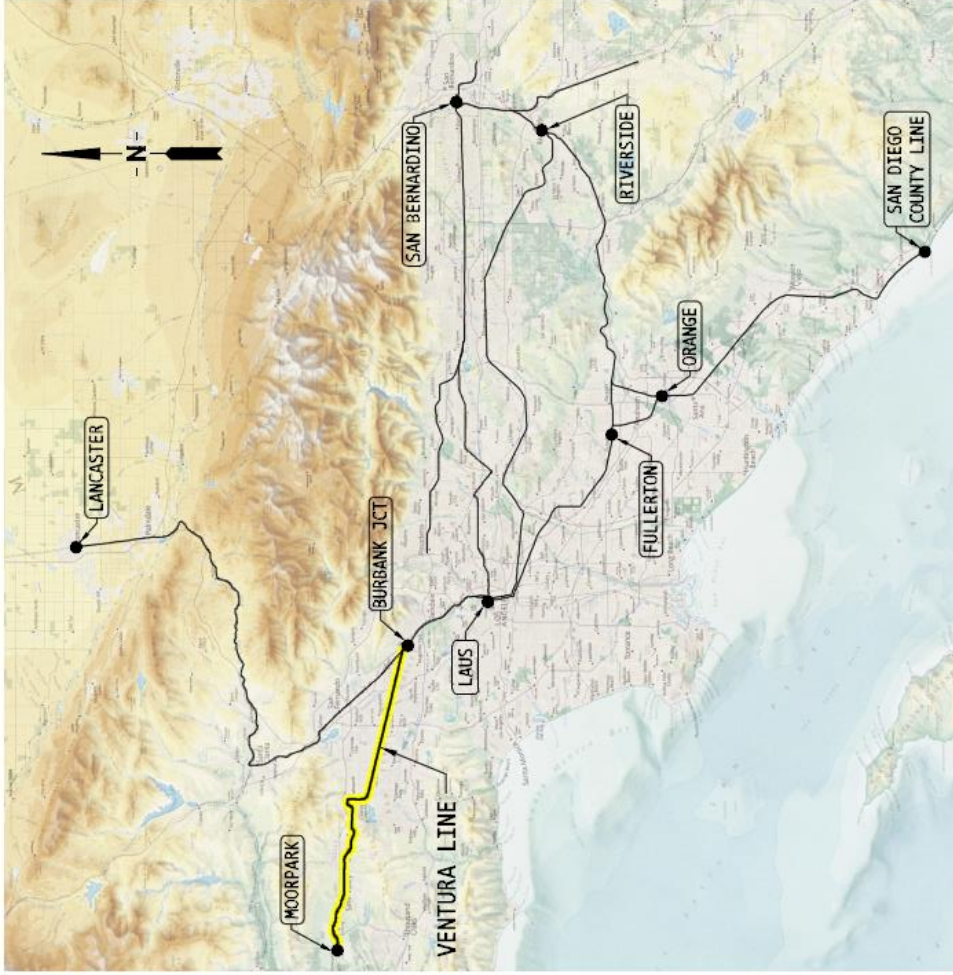
Phone: (805) 642-1591 (ext. 103)
Email: sdegeorge@goventura.org

ATTACHMENT 1

SANTA PAULA BRANCH LINE TRACK CHART

Please download the PDF online.

ATTACHMENT 2
METROLINK TRACK CHART



METROLINK

POSITIVE TRAIN CONTROL PROJECT

RIGHT-OF-WAY MAP AND TRACK CHART VENTURA SUBDIVISION

CP LAS POSAS TO CP BURBANK JCT
MP 426.4 MP 462.6

PREPARED BY



JANUARY 2011

ATTACHMENT 3

WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Consultant shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____



Item # 8Q

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE MATTAS, GENERAL COUNSEL

SUBJECT: METROLINK CLAIMS FOR JIAN TAO, ELIZABETH MORONES, MICHAEL ADAMS, JOEI BINGHAM, DIANE COLEMAN, KENT GROENENVELD, SUSAN LLOYD, WILLIAM RHODES, CATHERINE AND ANDREW SOLNER, ROGER OLSON AND MARIA HERRERA, KENDALL LAKROIX, CHERYL HAMILTON, CHRISTOPHER AND LETICIA CARABAJAL, JESSICA PERRY, BRUCE SHELBURNE, KATHY SHERBURNE, CLARICE GERSTEL, AND MARC GERSTEL

RECOMMENDATION:

- Reject eighteen (18) separate claims submitted on behalf of the following individual claimants:
 1. Jian Tao
 2. Elizabeth Morones
 3. Michael Adams
 4. Joel Bingham
 5. Diane Coleman
 6. Kent Groenenveld
 7. Susan Lloyd
 8. William Rhodes
 9. Catherine and Andrew Solner
 10. Roger Olson and Maria Herrera
 11. Kendall Lakroix
 12. Cheryl Hamilton
 13. Christopher and Leticia Carabajal
 14. Jessica Perry
 15. Bruce Shelburne
 16. Kathy Shelburne
 17. Clarice Gerstel
 18. Marc Gerstel

BACKGROUND:

On February 24, 2015, a Metrolink passenger train collided with a truck in Oxnard, California. VCTC received eighteen (18) separate claims from the individuals named above for damages in connection with the collision. Pursuant to the Joint Exercise of Powers Agreement ("JPA") for the provision of Metrolink rail service, Metrolink is responsible for all obligations and liabilities associated with operation of the service. VCTC does not have any ownership of the tracks or roadway at issue. Thus, VCTC has submitted tender letters to Metrolink in connection with each claim for processing. Therefore, it is recommended that VCTC reject the eighteen (18) claims.

2514646.1



Item # 9

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VIC KAMHI, TRANSIT DIRECTOR

SUBJECT: APPROVE THE VCTC SHORT RANGE TRANSIT PLAN AND INTERCITY TRANSIT FIVE YEAR SERVICE PLAN

RECOMMENDATION:

- Approve the VCTC Short Range Transit Plan (S RTP) and Intercity Transit Five Year Service Plan to provide direction for implementation of Commission transit actions.

BACKGROUND:

At their July 11, 2015 meeting, the Commission received the draft VCTC Short Range Transit Plan (S RTP) and VCTC Intercity Transit Five Year Service Plan. The Commission held a lengthy discussion of the plan and provided feedback which has been incorporated into the final draft. The VCTC Intercity Transit Five Year Service Plan is intended to provide a framework and guidance regarding improvements and modifications to the intercity transit service provided by the Commission. The intercity transit service, originally created under the "VISTA" brand name, has been operated by the Commission since the mid-1990s. It has been successful at its primary role of connecting the cities and transit systems in Ventura County, as well as Woodland Hills and Santa Barbara. At the same time, over the past few years, the Commission has begun a necessary major "rebuild" effort to allow the service to better address the changing conditions, including service demands, traffic conditions, and the overall environment in which the service operates. The routes and stops have been almost unchanged since they were created and it is prudent to periodically take a comprehensive look at how the service can be better provided. The Commission has begun that effort, including re-branding to VCTC Intercity Transit and by making adjustments to how the VCTC Intercity Transit is funded. For future changes, the Commission will rely on this plan for guidance on modifications to the route structures to insure that the intercity transit service continues to provide a cost-effective, reliable alternative for trips between communities and cities. The Plan also addresses future fare considerations, and the creation of a new countywide fare system.

The VCTC Short Range Transit Plan (S RTP) provides several tools for the Commission to use as it works with both its VCTC Intercity Transit and the other transit operators in the County. It provides the first comprehensive listing of all of the transit capital needs in the near and medium term future, which will help VCTC in addressing future grant programs. It also establishes a set of "recommended" transit level of services, which may not be achievable with current financing, but can assist the Commission in its programming decisions for both its own service and the other county transit operators. The VCTC S RTP also identifies how all of the transit services are performing, and identifies gaps and opportunities for future transit services.

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Item #9

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At the July Commission meeting, the Commission raised several concerns which have been addressed in the final draft documents. These include:

- Identifying the potential of transit service to Naval Base Ventura County (NBVC).
- Further discussion regarding transit service from the Santa Clara River Valley to the City of Santa Clarita
- Maintenance of transit service levels on the VCTC Intercity Transit Route 126
- Modification of the recommendations regarding weekend Ventura Beach service by both the VCTC Intercity Transit Route 126 and Route 101.

Neither of the plans is expected to be a static document, and many of the recommendations included represent a starting point, which will be refined in coordination with VCTC's member agencies and transit partners. By providing this guidance, it will allow better decision making and insure that VCTC and its partners have a common vision to work from.

The VCTC SRTP does not address specialized senior and disabled paratransit services, which are the focus of the Ventura County Coordinated Public Transit- Human Services Transportation Plan. This plan is updated every 3 years, and will be updated in FY2015-2016.

Attachments:

Ventura County Short Range Transit Plan
VCTC Intercity Service Plan



Item #10

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: AARON BONFILIO, PROGRAM MANAGER
SUBJECT: APPROVE AMENDMENT TO THE VCTC INTERCITY TRANSIT SERVICES PROGRAM BUDGET

RECOMMENDATION:

- Approve amendment to the VCTC Intercity Services budget, increasing the State Transit Assistance (STA) Fund Transfer revenues line item by \$1,384,812 from \$2,372,375 to \$3,757,187; and, correspondingly decreasing the Federal Transit Administration (FTA) 5307 and 5339 funding line item by \$1,205,405, and the Local Contribution funding line item by \$179,407, for a combined total value of \$1,384,812; and, to amend the VCTC STA budget by increasing the STA Fund Transfer expenditures by \$1,384,812.

BACKGROUND:

The recommended budget amendment addresses two separate funding items related to the VCTC Intercity transit service:

- 1) The substitution of the ineligible FTA 5307 and 5339 funds, programmed for FY 2015-2016 specifically for capital expenses, with STA funds; and,
- 2) The update of the Local Contribution amount provided by Commission's funding partner, the Santa Barbara County Association of Governments (SBCAG), pursuant to the budget and funding levels approved by the VCTC-SBCAG Coastal Express Policy Advisory Committee (CEPAC).

FTA 5307 & 5339

The VCTC Intercity FY 2015/2016 budget contains FTA Section 5307 and 5339 revenues for a combined total amount of \$2,680,525. The grants for these funds were developed over a year ago. Traditionally VCTC prepared the grants specifically for the payment of capital and staff planning expenses, which, in VCTC's case, were for vehicle leases and certain facility and vehicle maintenance costs, as well as VCTC planning costs. Concurrent with the grant process, VCTC conducted an RFP and procurement of a new service contract. With the advent of the purchase of fleet vehicles by the Commission, the new provider contract pricing reflected significant decreases in

eligible capital expenses. To address this, the recommended amendment to the VCTC Intercity budget is to increase STA funds necessary to replace the ineligible FTA 5307 and 5339 capital-only funds. The STA funds are flexible and can be used for operations, capital, or planning expenses, solely at the discretion of the Commission.

The STA Fund revenues requested with the recommendation will not require funds from the STA "reserve" balance, and will be funded from the recurring STA revenues VCTC receives annually. However, currently, these STA funds are not in the Commission's overall budget, and accordingly approval of this amendment would increase the total STA funds used by the Commission for the fiscal year by an equal amount.

With the passage of MAP-21 and its reauthorization, transit agencies are now able to utilize section 5307 funds for operations. For FY 2016-2017 and going forward, staff will amend the FTA grants and carryover the unused FTA revenues so these funds may be used for operations (as well as any capital costs), which reflect a majority of the contract expenses for the foreseeable future, lessening the need for STA funds in the those future years. The following table reflects the specific values and recommended budget amendment.

Local Contribution: SBCAG

The current budget includes estimated revenues from SBCAG in an amount of \$800,000. However, following the draft VCTC budget approval, the VCTC-SBCAG Coastal Express Policy Advisory Committee approved an amended budget, which reflected a reduced Local Contribution amount from SBCAG. The updated Local Contribution from SBCAG is \$620,593. This update to the Local Contribution was not reflected in the final budget approved by VCTC in June 2015. The recommended amendment updates and corrects that omission by increasing the STA Fund revenues by \$179,407, which is equal to the net change in SBCAG's Local Contribution.

The following table reflects the updated values and recommended budget amendment.

Funding Source	Current	Recommended	Change +/-
FTA 5307 and 5339	\$2,680,525	\$1,475,120	-\$1,205,405
STA Fund Transfer	\$2,372,375	\$3,757,187	\$1,384,812
Prop 1B Carry-over	\$469,972	\$469,972	No change
Local Contribution	\$1,285,000	\$1,105,593	-\$179,407
Local Fee - CSUCI	\$35,000	\$35,000	No Change
Local Fee - Farebox	\$1,310,000	\$1,310,000	No Change
TOTAL FUNDING	\$8,152,872	\$8,152,872	\$0*

**There are no recommended changes to actual expenditures or to the total VCTC Intercity program budget.*



Item #11

September 11, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

**SUBJECT: FISCAL YEAR (FY) 2015/16 TRANSIT PROGRAM OF PROJECTS (POP) –
PUBLIC HEARING**

RECOMMENDATION:

- Open public hearing and receive testimony.
- Adopt the attached final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2015/16.

BACKGROUND:

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review and comment on transit projects proposed to be funded with federal dollars. As the designated recipient of federal transit funds, the VCTC is required to hold a public hearing and adopt a POP which lists projects to be funded with federal funds in all of the urban areas of Ventura County. Since 2003, VCTC has prepared the POP using separate programs for the Oxnard/Ventura, Thousand Oaks/Moorpark, and Camarillo urbanized areas, as defined by the U.S. Census Bureau. Later, VCTC also began to prepare the POP for Simi Valley based on a decision by Caltrans to delegate to VCTC the Designated Recipient status for Simi Valley.

The FY 2015/16 POP was developed using the same methodology that was first developed for the FY 2003/04 POP, which provides a fair share distribution of revenues and expenses between the four urbanized areas in the County. A draft of this POP was reviewed and approved by TRANSCOM at its May 2015 meeting, and by the VCTC on June 5, 2015.

DISCUSSION:

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. The most significant change between the draft and final POPs is the elimination of local match, through use of toll credits, for all the Section 5339 Bus and Bus Facilities funds. Although each transit operator generates Section 5339 funds through FTA's formula, since the amount is so small for ease of administration VCTC swaps all of these funds with the other operators so that VCTC receives all the Section 5339 and the other operators receive commensurate increases in Section 5307 funds. However, the eligible uses for these funds are limited, so to help VCTC fully utilize these funds staff recommends eliminating the local match requirement.

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The final POP also includes several changes requested to Camarillo to reprogram its apportionment. These changes include \$31,200 to pay for the amount not covered by insurance for replacing a bus recently lost due to an accident. An item for ADA operations in Camarillo has also been added, with the understanding that \$40,000 of that amount represents the apportionment attributed to the surrounding unincorporated area, and is provided in consideration of the City's provision of ADA service to that area. The same \$40,000 had been programmed in prior POPs but was inadvertently omitted from the draft FY 2015/16 POP.

It should be noted that the federal transportation authorization law, Moving Ahead for Progress in the 21st Century (MAP-21) legislation, has been extended several times with the latest extension being only to October 29, 2015. VCTC conservatively assumed FY 2015/16 funds to be equal to the FY 2014/15 apportionments. Should the adopted FY 2016 Federal transportation budget be lower than these estimates, it will be necessary to make changes in the Program of Projects.

The final POP was approved at the August 20, 2015 TRANSCOM meeting. The public hearing notice was published in the Ventura County Star on August 27, 2015.

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2015/16 Fiscal Year (FY 2016). The funds available in FY 2016 are estimated to be \$270,000 in Section 5310 funds and \$21,893,000 in other funds for the Oxnard UA, \$160,000 in Section 5310 funds and \$8,712,000 in other funds for the Thousand Oaks UA, \$2,680,000 for the Camarillo UA, and \$3,141,000 for the Simi Valley UA, based on anticipated FY 2016 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, September 11, 2015, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003. Unless a subsequent list is published, this list will become the final Program of Projects for inclusion in the Southern California Association of Governments Federal Transportation Improvement Program.

FY 2015/16 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Operating Assistance</u>			
Wells/Nylund Acres Demo (CMAQ Funds)	\$ 2,615,840	\$ 2,315,803	\$ 300,037
Operating Assistance	\$ 2,100,000	\$ 1,050,000	\$ 1,050,000
	\$ 4,715,840	\$ 3,365,803	\$ 1,350,037
<u>Planning Assistance</u>			
Transit Service Administration & Support	\$ 125,000	\$ 100,000	\$ 25,000
Marketing & Passenger Awareness Activities	\$ 125,000	\$ 100,000	\$ 25,000
	\$ 250,000	\$ 200,000	\$ 50,000
<u>Capital Assistance</u>			
Preventive Maintenance	\$ 1,990,864	\$ 1,592,691	\$ 398,173
Operations and Maintenance Facility	\$ 125,000	\$ 100,000	\$ 25,000
Service Vehicles	\$ 50,000	\$ 40,000	\$ 10,000
Bus Stop Upgrades (Enhancement Funds)	\$ 50,000	\$ 40,000	\$ 10,000
Business System Upgrades	\$ 100,000	\$ 80,000	\$ 20,000
Five Buses (CMAQ Funds)	\$ 2,800,000	\$ 2,478,840	\$ 321,160
ADA Paratransit Service	\$ 1,050,000	\$ 840,000	\$ 210,000
	\$ 6,165,864	\$ 5,171,531	\$ 994,333
Total Gold Coast	\$ 11,131,704	\$ 8,737,334	\$ 2,394,370
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
CalVans Vanpool Operations (JARC Funds)	\$ 31,500	\$ 15,750	\$ 15,750
VCTC Intercity Operating Assistance	\$ 2,045,948	\$ 1,022,974	\$ 1,022,974
East/West Connector Demo (CMAQ funds)	\$ 1,242,000	\$ 1,099,543	\$ 142,457
	\$ 3,319,448	\$ 2,138,267	\$ 1,181,181
<u>Planning Assistance</u>			
Transit Planning and Programming (FY 16/17)	\$ 248,089	\$ 198,471	\$ 49,618
Transit Information Center (FY 16/17)	\$ 237,500	\$ 190,000	\$ 47,500
Fare Collection/Passenger Counting Data Management (FY 16/17)	\$ 400,000	\$ 320,000	\$ 80,000
Elderly/Disabled Planning/Evaluation (FY 16/17)	\$ 262,500	\$ 210,000	\$ 52,500
Transit Marketing (FY 16/17)(CMAQ Funds)	\$ 500,000	\$ 500,000	\$ -
Bus Service Planning (FY 16/17)	\$ 468,750	\$ 375,000	\$ 93,750
	\$ 2,116,839	\$ 1,793,471	\$ 323,368
<u>Capital Assistance</u>			
Two Buses for VCTC Intercity (CMAQ funds)	\$ 1,218,506	\$ 1,078,743	\$ 139,763
Ojai Bus Shelters and Amenities (CMAQ Funds)	\$ 225,001	\$ 199,193	\$ 25,808
Two Buses for Ventura Trolley (CMAQ Funds)	\$ 399,517	\$ 353,692	\$ 45,825
VISTA Svcs - Cap Leases (FY14/15) (Sec 5339)	\$ 164,703	\$ 164,703	\$ -
Fare Collection/Ridership Monitoring Equipment (Section 5339)	\$ 525,000	\$ 525,000	\$ -
NextBus for Bus Stop Signage (Transit Enhancement Funds)	\$ 93,750	\$ 75,000	\$ 18,750
Metrolink Capital Rehabilitation (FY 15/16)	\$ 298,409	\$ 129,000	\$ -
Metrolink Capital Rehabilitation (FY 16/17)	\$ 1,594,538	\$ 1,594,538	\$ -
Metrolink Capital Rehab (FY 16/17)(Sec 5337)	\$ 4,225,118	\$ 4,225,118	\$ -
	\$ 8,744,541	\$ 8,344,987	\$ 230,145
Total VCTC	\$ 14,180,828	\$ 12,276,725	\$ 1,734,694
Valley Express			
<u>Operating Assistance</u>			
Operating Assistance (FY 15/16)	\$ 1,005,082	\$ 502,541	\$ 502,541
	\$ 1,005,082	\$ 502,541	\$ 502,541
<u>Capital Assistance</u>			
Bus Stop Improvements (CMAQ Funds)	\$ 110,000	\$ 82,500	\$ 27,500
	\$ 110,000	\$ 82,500	\$ 27,500
Total Valley Express	\$ 1,115,082	\$ 585,041	\$ 530,041
Ventura County Human Services Agency			
<u>Operating Assistance</u>			
Work Reliability Transport (JARC Funds)	\$ 75,600	\$ 37,800	\$ 37,800
Total HSA	\$ 75,600	\$ 37,800	\$ 37,800
TOTAL	\$ 26,503,213	\$ 21,636,900	\$ 4,696,904

THOUSAND OAKS/MOORPARK URBANIZED AREA**Ventura County Transportation Commission**Operating Assistance

CalVans Vanpool Operations (JARC Funds)	\$ 18,500	\$ 9,250	\$ 9,250
	\$ 18,500	\$ 9,250	\$ 9,250

Planning Assistance

Transit Planning and Programming (FY 16/17)	\$ 847,768	\$ 423,884	\$ 423,884
	\$ 847,768	\$ 423,884	\$ 423,884

Capital Assistance

VISTA Svcs - Cap Leases (FY14/15) (Sec 5339)	\$ 211,172	\$ 211,172	\$ -
Metrolink Capital Rehabilitation (FY 16/17)	\$ 892,609	\$ 892,609	\$ -
Metrolink Capital Rehab (FY 16/17)(Sec 5337)	\$ 2,832,786	\$ 2,832,786	\$ -
NextBus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$ 37,500	\$ 30,000	\$ 7,500
	\$ 3,974,067	\$ 3,966,567	\$ 7,500

Total VCTC

\$ 4,840,335	\$ 4,399,701	\$ 440,634
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City of Thousand OaksOperating Assistance

Metrolink Shuttle	\$ 100,000	\$ 50,000	\$ 50,000
Beach Bus	\$ 100,000	\$ 50,000	\$ 50,000
	\$ 200,000	\$ 100,000	\$ 100,000

Planning Assistance

Transit Marketing	\$ 50,000	\$ 40,000	\$ 10,000
Transit Planning and Technical Support	\$ 203,250	\$ 162,600	\$ 40,650
	\$ 253,250	\$ 202,600	\$ 50,650

Capital Assistance

Transit Vehicle Maintenance	\$ 475,000	\$ 380,000	\$ 95,000
Transit Facilities / Bus Stops Maintenance	\$ 187,500	\$ 150,000	\$ 37,500
Transit Vehicle Capital Lease	\$ 125,000	\$ 100,000	\$ 25,000
Four Fixed-Route Buses (CMAQ Funds)	\$ 1,875,000	\$ 1,500,000	\$ 375,000
Transp Center Improvements (CMAQ Funds)	\$ 1,875,000	\$ 1,500,000	\$ 375,000
Inter-City ADA	\$ 125,000	\$ 100,000	\$ 25,000
	\$ 4,662,500	\$ 3,730,000	\$ 932,500

Total Thousand Oaks

\$ 5,115,750	\$ 4,032,600	\$ 1,083,150
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City of MoorparkOperating Assistance

Fixed Route/Paratransit Operating Assistance	\$ 195,000	\$ 97,500	\$ 97,500
	\$ 195,000	\$ 97,500	\$ 97,500

Capital Assistance

Fixed Route Vehicle Capital Maintenance	\$ 72,285	\$ 57,828	\$ 14,457
Dial-a-Ride Capital Leases / Cap Maint	\$ 80,000	\$ 64,000	\$ 16,000
	\$ 152,285	\$ 121,828	\$ 30,457

Total Moorpark

\$ 347,285	\$ 219,328	\$ 127,957
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Ventura County Human Services AgencyOperating Assistance

Work Reliability Transport (JARC Funds)	\$ 44,400	\$ 22,200	\$ 22,200
Total HSA	\$ 44,400	\$ 22,200	\$ 22,200

TOTAL

\$ 10,347,770	\$ 8,673,829	\$ 1,673,941
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CAMARILLO URBANIZED AREA**Ventura County Transportation Commission**Planning Assistance

Transit Planning and Programming (FY 16/17)	\$ 70,288	\$ 35,144	\$ 35,144
	\$ 70,288	\$ 35,144	\$ 35,144

Capital Assistance

VISTA Svcs - Cap Leases (FY16/17) (Sec 5339)	\$ 149,392	\$ 149,392	\$ -
	\$ 149,392	\$ 149,392	\$ -

Total VCTC

\$ 219,680	\$ 184,536	\$ 35,144
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City of CamarilloPlanning Assistance

Transit Planning	\$ 30,000	\$ 24,000	\$ 6,000
	\$ 30,000	\$ 24,000	\$ 6,000

Operating Assistance

Camarillo Area Transit Operating Assistance	\$ 1,333,000	\$ 666,500	\$ 666,500
	\$ 1,333,000	\$ 666,500	\$ 666,500

Capital Assistance

Two Replacement Paratransit Vehicles	\$ 181,200	\$ 144,960	\$ 36,240
Two Expansion Transit Vehicles	\$ 200,000	\$ 160,000	\$ 40,000
ADA Paratransit Service	\$ 100,000	\$ 80,000	\$ 20,000
Camarillo Rail Station / Bus - Capital Maintenance	\$ 609,486	\$ 487,589	\$ 121,897
	\$ 1,090,686	\$ 872,549	\$ 218,137

Total Camarillo

\$ 2,453,686	\$ 1,563,049	\$ 890,637
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TOTAL

\$ 2,673,366	\$ 1,747,585	\$ 925,781
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SIMI VALLEY URBANIZED AREA**Ventura County Transportation Commission**Planning Assistance

Transit Planning and Programming (FY 16/17)	\$ 105,002	\$ 52,501	\$ 52,501
	\$ 105,002	\$ 52,501	\$ 52,501

City of Simi ValleyOperating Assistance

Simi Valley Transit Operating Assistance	\$ 2,973,822	\$ 1,486,911	\$ 1,486,911
	\$ 2,973,822	\$ 1,486,911	\$ 1,486,911

Capital Assistance

Preventive Maintenance	\$ 910,100	\$ 728,080	\$ 182,020
Non Fixed-Route ADA Paratransit Capital	\$ 319,026	\$ 255,221	\$ 63,805
Transit Management System (CMAQ Funds)	\$ 425,000	\$ 292,100	\$ 132,900
Dispatch Software	\$ 36,900	\$ 29,500	\$ 7,400

	\$ 1,691,026	\$ 1,304,901	\$ 386,125
Total Simi Valley	\$ 4,664,848	\$ 2,791,812	\$ 1,873,036
TOTAL	\$ 5,066,383	\$ 3,140,846	\$ 1,925,537

FY 2015/16 SECTION 5310 / NEW FREEDOM PROGRAM OF PROJECTS**OXNARD/VENTURA URBANIZED AREA**Planning Assistance

Program Administration	\$ 27,409	\$ 27,323	\$ -
	\$ 27,409	\$ 27,323	\$ -

Operating Assistance

County Area Agency on Aging MediRide Program	\$ 150,206	\$ 99,266	\$ 50,940
	\$ 150,206	\$ 99,266	\$ 50,940

Capital Assistance

Mobility Management Partners Catch-A-Ride	\$ 78,117	\$ 78,117	\$ -
	\$ 78,117	\$ 78,117	\$ -

TOTAL	\$ 255,732	\$ 204,706	\$ 50,940
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THOUSAND OAKS/MOORPARK URBANIZED AREAPlanning Assistance

Program Administration	\$ 16,028	\$ 16,028	\$ -
	\$ 16,028	\$ 16,028	\$ -

Operating Assistance

County Area Agency on Aging MediRide Program	\$ 68,764	\$ 45,444	\$ 23,320
Senior DAR Intercity between Thousand Oaks and Moorpark	\$ 50,000	\$ 40,000	\$ 10,000

	\$ 118,764	\$ 85,444	\$ 33,320
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Capital Assistance

Mobility Management Partners Catch-A-Ride	\$ 35,762	\$ 35,762	\$ -
Thousand Oaks Group Travel Training	\$ 12,500	\$ 10,000	\$ 2,500

	\$ 48,262	\$ 45,762	\$ 2,500
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TOTAL	\$ 183,054	\$ 147,234	\$ 35,820
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Item # 12

September 11 , 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR
SUBJECT: J.L. PATTERSON AND ASSOCIATES CONTRACT RATIFICATION

RECOMMENDATION:

- Ratify agreement with J.L. Patterson and Associates for construction management and inspection services not to exceed \$70,000 for repairs to the Santa Paula Branch Line/Highway 126 crossing.

DISCUSSION:

On July 20, 2015, staff was notified by Caltrans that there was a loose concrete panel at the rail crossing of the Santa Paula Branch Line (SPBL) and State Route 126 just east of Santa Paula at approximately Hallock Drive. Staff investigated the complaint immediately and verified that there was a loose concrete panel was on the rail crossing and that it was a potential hazard to vehicular traffic.

Staff contacted J.L. Patterson and Associates to investigate further and prepare an estimate for a turnkey solution for the panel's repair. It was found that three panels would have to be lifted due to the soil conditions under the panels. The subsoil would have to be removed and compacted, ballast and ties reset and the panels replaced to correct the problem of the loose panel. The estimated price including all repair work, contingencies, traffic control and inspection was approximately, \$70,000. The adopted SPBL Fiscal Year 2015/2016 Budget anticipated repairs such as this and has sufficient funding to accommodate the repair.

Although above the Executive Directors authority for contracts without Commission approval, Section E.9 of the VCTC By-laws and Public Utilities Code Section 130235 give the Executive Director authority to sign contracts when immediate measures are required to avert or alleviate damage to property. Working with General Counsel, staff prepared and signed a contract with J.L. Patterson to repair the loose panel.

In accordance with the code sections listed above staff is providing this report to the Commission along with the attached copy of the agreement and is requesting that the Commission ratify the agreement with J.L. Patterson and Associates for construction management and inspection services not to exceed \$70,000 for repairs to the Santa Paula Branch Line/Highway 126 crossing.

**AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
J.L. PATTERSON & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES AND REPAIR SERVICES FOR THE REPAIR OF CROSSING
PANELS ON THE SANTA PAULA BRANCH LINE**

This is an Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and J.L. Patterson & Associates Inc. hereinafter referred to as CONTRACTOR, to provide construction management and inspection services for the repair of concrete crossing panels on the Santa Paula Branch Line.

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in Attachment 1, Scope of Services, to this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

Contractor shall provide construction management services to engage, oversee and provide inspection services for all required contractors and/or subcontractors to repair loose concrete crossing panels on the Santa Paula Branch Line at the rail crossing with State Highway 126 east of Santa Paula at approximately Mile Post 416.05 as set forth in Attachment 1, Scope of Service this Agreement. Contractor shall also retain and pay the subcontractors listed in Section 4 of Attachment 2 to perform the work listed in Attachment 1 with the work allocated as shown on Attachment 1. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment 1 this Agreement shall prevail. All work by the CONTRACTOR and Subcontractors shall be performed in a good and workmanlike manner.

3. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONTRACTOR make changes within the general Scope of Work, including but not limited to revising or adding to the work or deleting portions thereof. Upon agreement of the parties and receipt of notice of change to the Scope of Work, CONTRACTOR shall immediately take all necessary steps to comply therewith.

4. COMPENSATION

4.1 – The total compensation payable by VCTC, to CONTRACTOR, for the above stated services to be performed by Contractor and all subcontractors is not to exceed \$70,000 for the one-time engagement in accordance with Attachment 2, Contract Pricing Proposal. The VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount unless prior written consent is provided by VCTC in writing prior to the commencement of the work.

4.2 – CONTRACTOR will invoice VCTC at the completion of all work for a lump sum one-time payment. VCTC will pay CONTRACTOR within thirty (30) days of receipt of an approved invoice. Invoices shall be supported by an itemized statement of costs specified in Contractor's Proposal and claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice. Costs in excess of those specified in Item 4.1 above shall not be eligible for reimbursement.

5. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All work under this Agreement is to be completed in an expedient manner and the Agreement shall expire within six months of Notice to Proceed.

6. ASSIGNMENT AND SUBCONTRACTING

6.1 – This Agreement is for professional services including repairs and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its or the listed subcontractor's duties without the VCTC's prior written consent. Any assignment or delegation without VCTC's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCTC.

8. KEY PERSONNEL

Mr. Alfred Yalda, P.E. is considered essential to the work being performed under this Agreement; substitution for this individual will not be made without the prior written consent of the VCTC.

9. INSURANCE

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

10. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
11. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
12. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
13. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

7. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to

provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insured Retentions

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

10. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

11. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, CONTRACTOR shall save, keep, indemnify, hold harmless and defend VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied installed pursuant to this agreement. Contractor shall not be required to indemnify and hold harmless VCTC, its officers, agents or employees (VCTC Indemnitees) for any such claims, damages, penalties, obligations or liabilities attributable to the sole negligence, failure to act or misconduct of VCTC Indemnitees.

12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

13. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, except for the audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the State Auditor General.

14. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

15. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCTC shall pay for the costs and noncancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

16. NOTICES

16.1 – All notices to the VCTC under this Agreement shall be in writing and sent to:

Mr. Steve DeGeorge, Director of Planning
Ventura County Transportation C
950 County Square Drive, Suite 207
Ventura, CA 93003

16.2 – All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Mr. Jay Craft, Assistant Vice President
J.L. Patterson & Associates, Inc.
725 Town & Country Road, Suite 300
Orange, CA 92868

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

17.1 – This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

17.2 – This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

17.3 – This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCTC to CONTRACTOR.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

19. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNTY TRANSPORTATION COMMISSION

Darren M. Kettle, Executive Director

Date

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel

Date

CONTRACTOR – J.L. Patterson & Associates Inc.

Jay Craft, Assistant Vice President

Date

Attachment 1

Scope of Services

Task 1:

Contractor shall provide construction management services to engage, oversee and provide inspection services for all required contractors and/or subcontractors to repair loose concrete crossing panels on the Santa Paula Branch Line at the rail crossing with State Highway 126 east of Santa Paula at approximately Mile Post 416.05.

Repair activities include but are not limited to:

- Obtain all necessary permits from the California State Department of Transportation (Caltrans) (JL Patterson and JCL Traffic)
- Submit and coordinate approval of and implement traffic control plans with the California State Department of Transportation (Caltrans) (JL Patterson and JCL Traffic)
- Sawcut and remove approx. 100-SF (24" wide x 25ft x 2 runs) of existing asphalt material at the approaches to the crossing panel area. (J.A. Placek)
- Remove 3-sets x 8ft (24TF) of center and field panels. Each set to consist of 2-field and 1-center panel. (J.A. Placek)
- Retamp existing ballast under 15-wood ties and add additional ballast if necessary to maintain track elevation and minimize pumping of track system. (J.A. Placek)
- Apply spike hole filler material "Spike Fast" or equivalent to the wood ties to allow the new 16" lag screws for securing the re-installed crossing panels. (J.A. Placek)
- Re-install 3-sets x 8ft (24TF) of salvaged crossing panels and install new 16" lag screws to secure panels to top of ties. One (1) NEW field panel will be installed to replace the existing defective field panel. All other existing panels will be removed, salvaged, and re-installed in their original configuration. (J.A. Placek)
- Install 100-SF of hot mix asphalt material to repave the approaches to crossing panels repaired. (J.A. Placek)
- Coordinate with and receive inspection from the active railroad on the Santa Paula Branch Line, The Fillmore and Western Railway Company. (JL Patterson and Fillmore & Western)

Attachment 2

Contract Pricing Proposal

FORM 60

CONTRACT PRICING PROPOSAL (Services)			"Form 60"	Page 1 of 1
Name of Proposer J.L. Patterson & Associates, Inc.			DIVISION(S)/LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED	
Home Office Address 725 Town & Country Rd., Suite 300 Orange, CA 92868			CONTRACT NO.	
Services to be Performed: Steve DeGeorge, Director of Planning -VCTC 950 County Square Drive, Suite 207, Ventura, CA 93003			TOTAL AMOUNT OF PROPOSAL	
HWY 126 MP 416.05 - Repair Crossing			\$ 69,433	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Alfred Yalda, Traffic Engineer	80	\$60.64	\$ 4,851.20	
	-		\$ -	
	-		\$ -	
	-		\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Direct Labor	80			\$ 4,851.20
2. Labor Overhead	OH RATE	x BASE =	EST. COST	
	1.5000	\$ 4,851	\$ 7,276.80	
TOTAL LABOR OVERHEAD				\$ 7,276.80
3. TRAVEL*			EST. COST	
a. Transportation			\$ -	
b. Per Diem or Subsistence			\$ -	
TOTAL TRAVEL				\$ -
4. SUBCONTRACTORS/SUPPLIERS**			EST. COST	
Traffic Control Plan & Permits (Added 25% Contingency)			\$ 14,715.00	
J.A. Placek (Added 25% Contingency)			\$ 37,125.00	
Fillmore & Western Railroad Estimate			\$ 1,581.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL SUBCONTRACTORS/SUPPLIERS				\$ 53,421.00
5. OTHER DIRECT COSTS*				\$ 53,421.00
TOTAL DIRECT COST AND OVERHEAD				\$ 65,549.00
6. SUBCONTRACTOR ADMINISTRATION FEE 5%				\$ 2,671.05
7. FEE 10%				\$ 1,212.80
TOTAL ESTIMATED COST AND FEE				\$ 69,432.85
Revised 8-18-2015				