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 6, 2013
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 VENTURA COUNTY TRANSPORTATION COMMISSION**

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. **APPROVE SUMMARY FROM JULY 12, 2013 VCTC MEETING – PG. 5**

6. **CALTRANS REPORT**
   This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.

7. **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.*

8. **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.*

9. **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.*

9A. MONTHLY BUDGET REPORT – PG. 9
Recommended Action:
Receive and File
Responsible Staff: Sally DeGeorge

9B. PASSENGER RAIL UPDATE – PG.11
Recommended Action:
Receive and File
Responsible Staff: James Hinkamp

9C. MOORPARK PROP 1B TRANSIT CAPITAL AGREEMENT – PG.23
Recommended Action:
Approve the attached agreement with the City of Moorpark to provide $317,000 of Proposition 1B Transit Capital funds for the Moorpark Metrolink North Parking Lot Project and $774,000 of Proposition 1B Transit Capital funds for the purchase of two replacement CNG buses for Moorpark Transit.
Responsible Staff: Stephanie Young

9D. COMMUTER SERVICES QUARTERLY REPORT – PG.29
Recommended Action:
Receive and file
Responsible Staff: Alan Holmes

9E. FY 2013/14 RIDESHARE DATABASE SERVICES MOU – PG.35
Recommended Action:
Approve Rideshare Database Services Amendment No. 8 to MOU RS0506 for an amount not to exceed $16,198 as included in the FY 2013/2014 budget
. **Responsible Staff: Alan Holmes**

9F RAIL BRIDGE INSPECTION CONTRACT – PG.43
Recommended Action:
Approve professional services agreement with JL Patterson & Associates not to exceed $40,675 for completion of required Federal Railroad Administration (FRA) Railroad Bridge Inventory and Safety Inspection Update.
Responsible Staff: Steve DeGeorge

9G FY 2013/14 BUDGET AMENDMENTS FOR PROJECT BALANCES – PG.81
Recommended Action:
Amend the VCTC Fiscal Year 2013/2014 budget for expenditures in programs listed below to be funded from carry-forward balances from Fiscal Year 2012/2013.
Responsible Staff: Sally DeGeorge

9H [VISTA COOPERATIVE AGREEMENT – CSUCI – PG.83]

Recommended Action:

Approve the FY 2013/2014 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI)

Responsible Staff: Vic Kamhi

10. SANTA PAULA BRANCH LINE REMEDIAL WORK CONSTRUCTION CONTRACT – PG. 93

Recommended Action:

- *Authorize the Executive Director to approve a contract under the authority of PUC section 130235 to design and install new drainage required for the Santa Paula Branch Line raised berm in Fillmore as an immediate remedial measure.*
- *For information purposes staff has detemined this project is Categorically Exempt from CEQA pursuant to Section15303 of the State CEQA Guidelines.*

Responsible Staff: Steve DeGeorge

11. FINAL COMPREHENSIVE TRANSPORTATION PLAN – PG.95

Recommended Action:

Approve the Final Comprehensive Transportation Plan

Responsible Staff: Steve DeGeorge

12. REQUEST FOR PROPOSALS FOR ROUTE 101 HIGH-OCCUPANCY TOLL LANES – PG.97

Recommended Action:

Authorize release of attached Request for Proposals for an economic feasibility study of Route 101 High Occupancy Toll Lanes.

Responsible Staff: Peter De Haan

13. STATUS OF AMERICANS WITH DISABILITIES ACT (ADA) CARDHOLDERS EAST COUNTY INTERCITY SERVICE PROVIDED BY CAMARILLO HEALTHCARE DISTRICT – PG.111

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

14. LEGISLATIVE UPDATE AND POSITION ON BILLS– PG.113

Recommended Action:

- *Support AB 401 (Daly) authorizing design/build projects.*
- *Oppose SB 556 (Corbett) requiring "THE OPERATOR OF THIS VEHICLE IS NOT A GOVERNMENT EMPLOYEE" signs.*

Responsible Staff: Peter DeHaan

15. CONSORTIUM REQUEST FOR PROPOSALS FOR BUS ACQUISITION – PG.125

Recommended Action:

- *Amend the VISTA Fixed Route budget, adding five million dollars ($5,000,000) for the acquisition of over-the-road motor coaches. The amendment will add $5,000,000 from the VCTC State Transit Assistance (STA) funds to the budget.*
- *Authorize amendment of the VISTA Fixed Route budget, contingent of approval of California Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds, adding three million dollars ($3,000,000) for the acquisition of over-the-road motor coaches. The amendment will add $3,000,000 from the VCTC PTMISEA bond funds to the budget if the Commission approves the funding as part of the PTMISEA program adoption.*
- *Authorize advancing the $3 million in Proposition 1B from the STA balance, contingent upon VCTC approval of the Proposition 1B funding.*
- *Approve continued participation in the transit agency consortium to acquire over-the-road motor coaches.*

Responsible Staff: Vic Kamhi

16. REQUEST FOR PROPOSALS FOR VISTA BUS SERVICE – PG.127

Recommended Action:

- *Authorize staff to finalize and release a Request for Proposals (RFP) for VISTA transit operations and capital support.*
- *Approve recommendations as described in **bold** below regarding the proposed terms for the length of the next VISTA contract and the fuel path, to be included in the RFP*

Responsible Staff: Vic Kamhi

17. HERITAGE VALLEY TRANSIT JPA ADMINISTRATION REQUEST – PG.129

Recommended Action:

Authorize the Executive Director to negotiate an agreement with the Heritage Valley Transit agency to provide administrative and management services and support.

Responsible Staff: Vic Kamhi

18. CONSULTANT CONTRACT FOR UNMET NEEDS ANALYSIS – PG.131

Recommended Action:

Approve a consultant contract to review and revise the annual TDA unmet transit needs public hearing process and definitions of "unmet transit needs' and "reasonable to meet".

Responsible Staff: Mary Travis

19. VCTC GENERAL COUNSEL'S REPORT

This item provides the opportunity for General Counsel to give update and status reports on any legal matters related to Commission activities.

20. AGENCY REPORTS

21. CLOSED SESSION

1.Conference with Real Property Negotiators (Gov Code Sec. 54956.8)
Property: Santa Paula Branch Line
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined
Under Negotiation: Price and terms of payment

2.Conference with Legal Counsel – Existing Litigation (Gov Code Sec. 54956.9(a) and (d)(1))
VCTC v. Griffin Industries

3.Conference with Legal Counsel – Anticipated Litigation, (Gov Code Sec. 54956.9(a) and (d)(2))
Significant Exposure to Litigation – One Case

22. ADJOURN

The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday**, October 4, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.

Item #5

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JULY 12, 2013
9:00 AM

Members Present:

Steve Sojka, City of Simi Valley, Chair
Ralph Fernandez, City of Santa Paula, Vice Chair
Steve Bennett, County of Ventura
Manuel Minjares, City of Fillmore
Betsy Clapp, City of Camarillo
Peter Foy, County of Ventura
Brian Humphrey, Citizen Rep, Cities
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Linda Parks, County of Ventura
Jon Sharkey, City of Port Hueneme
Jim White, Citizen Rep, County
John Zaragoza, County of Ventura
Mike Miles, Caltrans District 7

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda – ***None***

Commissioner Fernandez made a motion to:

- ***APPROVE SUMMARY FROM JUNE 7, 2013 VCTC MEETING***
- ***APPROVE SUMMARY FROM MAY 9, 2013 VCTC MEETING***

The motion was seconded by Commissioner Zaragoza and passed, with Commissioners Minjares and White abstaining.

CALTRANS REPORT
Caltrans District 7 Director, Mike Miles, was presented with a plaque in appreciation for his service to Ventura County. He will be retiring at the end of July.

COMMISSIONERS
Commissioner Parks reported that a Kanan shuttle service will be implemented to serve schools with 15 minute headways.

Commissioner Zaragoza reported that he attended the Gold Coast Transit 40 Year Anniversary celebration.

EXECUTIVE DIRECTOR REPORT
Roadrunner will be adding 5 new coaches to the VISTA service.

ADDITIONS/REVISIONS – *None*

CONSENT CALENDAR
The Second Recommended Action on Item #9D "Approve the agreement with the City of Moorpark to provide $317,000 of Proposition 1B Transit Capital funds for the Moorpark Metrolink North Parking Lot Project and $774,000 of Proposition 1B Transit Capital funds for the purchase of two replacement CNG buses for Moorpark Transit" will be removed and brought back to the September Meeting.
Commissioner Zaragoza made a motion to approve all items as presented on the Consent Calendar. The motion was seconded by Commissioner Fernandez and passed unanimously.

9A. MONTHLY BUDGET REPORT
Receive and File

9B. PASSENGER RAIL UPDATE
Receive and File

9C. PROPOSITION 1 B TRANSIT CAPITAL CALL FOR PROJECTS
Approve call for projects for Proposition 1B Transit Capital Funds.

9D. PROPOSITION 1B TRANSIT CAPITAL AGREEMENTS AND BUDGET AMENDMENT–

- *Approve the agreement with the City of Simi Valley to provide $550,000 in Proposition 1B Transit Capital funds to the City to implement the Simi Valley Metrolink Station Parking Lot Rehabilitation and ADA Upgrades Project.*
- *Amend VCTC Fiscal Year (FY) 2013/14 budget to increase Transit Grant Administration Pass-Through Grants by $1,641,000. Revenue source is Proposition 1B Transit Capital*

9E. COMMUTER SERVICES THIRD QUARTER UPDATE
Receive and File

9F. RIDER GUIDELINES FOR VISTA BUSES
Approve and authorize distribution of Rider Guidelines for VISTA Services

9G. RESPONSE TO VENTURA COUNTY GRAND JURY REPORT – VICTORIA AVE CORRIDOR
Authorize Executive Director to submit response to the Grand Jury Report

9H. RESPONSE TO VENTURA COUNTY GRAND JURY REPORT – SENIOR TRANSIT
Authorize Executive Director to submit response to the Grand Jury Report

10. LEGISLATIVE UPDATE AND MATRIX
Commissioner Fernandez made a motion to:
- *Adopt WATCH position on AB 1290 (J. Perez) regarding California Transportation Commission review of Sustainable Communities Strategy (SCS) implementation.*
- *Receive and file reports.*

The motion was seconded by Commissioner Sharkey and passed unanimously.

11. FY 2013/14 FEDERAL TRANSIT ADMINISTRATION PROGRAM OF PROJECTS (POP) – PUBLIC HEARING - *No Public Comments*
Commissioner Fernandez made a motion to approve the Program of Projects (POP) for federal transit operating, planning and capital assistance for FY 2013/14. The motion was seconded by Commissioner Sharkey and passed unanimously.

12. PROPOSITION 1B TRANSIT CAPITAL SELECTION OF PROJECTS
Commissioner Zaragoza made a motion to
- *Approve $2,560,000 in Transit Capital funds for the Gold Coast Transit Facility, replacement Dial-A-Ride vans for Thousand Oaks, and the Metrolink Sealed Corridor project.*
- *Adopt Resolution 2013-07 authorizing the Executive Director to execute all required documents to receive the Transit Capital funds for approved projects.*

The motion was seconded by Commissioner Millhouse and passed unanimously.

13. PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS
Commissioner Sharkey made a motion to approve the project list for $720,944 in Proposition 1B Transit Safety and Security Projects. The motion was seconded by Commissioner Fernandez and passed unanimously.

14. VCTC GENERAL COUNSEL'S REPORT - *None*

15. AGENCY REPORTS
Laura Behjan, Executive Director of VCOG said she is looking forward to working with the VCOG Board.

16. CLOSED SESSION – *No Reportable Action*
Conference with Real Property Negotiators (Gov Code Sec. 54956.8)
Property: Santa Paula Branch Line
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and lessee to be determined
Under Negotiation: Price and terms of payment

17. ADJOURN

The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday**, September 6, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.

Item #9A

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **SALLY DEGEORGE, FINANCE DIRECTOR**

SUBJECT: **MONTHLY BUDGET REPORT**

RECOMMENDATION:

- Receive and File.

BACKGROUND:

The year-end financial statements for Fiscal Year 2011-2012 are not completed as yet. In order to give the Commission an accurate monthly budget report, the July monthly budget reports will be included as part of a future 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 #9B

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: JAMES HINKAMP, 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:

Metrolink

Ridership & On-Time Performance

During the Fourth Quarter of the prior fiscal year (April - June 2013), ridership on the Ventura County Line averaged 3,968 total boardings per weekday (inbound and outbound). This is a 0.5% increase over the same quarter of the previous year. There was also a quarterly average of 1,961 boardings per weekday at Ventura County stations; this represents a decrease of 1% from the same quarter of the previous year. Ventura County station boardings represented approximately 49% of all boardings along the Ventura County Line during the quarter.

During the month of July, an average of 3,672 weekday boardings occurred on the Ventura County Line. This represented an approximate 5% decrease from the previous month.

Rail-to-Rail ridership data for the month of May was also unavailable at the July meeting, but has since been received. In May, 264 riders utilized the Rail-to-Rail partnership on Amtrak trains north of Los-Angeles. For the quarter, the average monthly Rail-to-Rail ridership was 234. Additionally, in July, there were 180 Rail-to-Rail riders. Detailed statistics from 10-year ridership data are also provided in Attachment A, for reference.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the month of May was unavailable for the July Commission meeting, but that data has also since been acquired. On-time performance data for May through July are provided as follows:

May: 95% (inbound), 96% (outbound)
June: 98% (inbound), 94% (outbound)
July: 96% (inbound), 91% (outbound)

System Safety

September is Rail Safety Month and Metrolink is advocating rail crossing and rights-of-way (ROW) safety with educational outreach, enforcement, and engineering upgrades throughout the region. The agency has also formed a safety research and development group, termed “Tiger Team” and consisting of partner transit operators, law enforcement, and technology firms, to proactively identify safety solutions. Several emerging technologies are in the experimental and evaluation phase, including thermal imaging and high definition video and audio detection in the ROW and at rail crossings.

TAP Program & Fare Enforcement Initiative

TAP-enabled Metrolink tickets have been installed in systemwide Ticket Vending Machines (TVMs). The transition to TAP-enabled fare media has been successful with less than 1 in 1,000 TAP chip failures (0.001% failure rate). Using data collected from TAP transactions, Metrolink expects to enhance its data collection capabilities in the very near future, including identifying origin-to-destination pairs. To date, cumulative data indicates Metrolink riders have accounted for nearly one million TAP transactions in Los Angeles County Metropolitan Transportation Authority’s (L.A. Metro) system since gates were first latched in late June.

On July 1, Metrolink customer engagement representative (CERs) and security guards began a new fare enforcement initiative at L.A. Union Station. During weekdays at L.A. Union Station, ticket inspections are performed at 85 percent of the trains prior to their respective departures. Metrolink sheriffs and security guards also perform ticket inspections on board the remaining 15 percent of trains after they have departed the station. On the weekends, 100 percent of the trains are inspected prior to their departure from L.A. Union Station, in addition to Metrolink sheriffs and security guards riding the trains. The fare enforcement program is a coordinated effort to enhance fare revenue through the elimination of fare evasion while also promoting rider safety along the lines.

Right-of-Way Incident

On the morning of Tuesday, August 20th, a person was fatally struck by eastbound Metrolink train 100. The incident resulted in multiple delayed and annulled trains throughout the morning. Metrolink communications staff, Simi Valley law enforcement, first responders, and L.A. Metro collaborated to secure the incident scene and ensure safe, alternative transport for affected riders. Normal train schedules resumed in the afternoon. Attachment B features email correspondence from Metrolink communications staff detailing incident response on that day.

Moorpark Station Memorial

An event to remember victims of the 2008 Chatsworth train collision will occur at the Moorpark rail station on Thursday, September 12, 2013, coinciding with the fifth anniversary of the incident. A commemorative plaque, to be mounted on a rock, has been commissioned for this purpose and will be installed at the station prior to unveiling during the event. Staff from VCTC, the City of Moorpark, and Metrolink have collaborated with Commissioner Millhouse to stage the plaque and associated event.

LOSSAN JPA

Governance

In July, the LOSSAN Board-appointed Screening Committee, which includes VCTC Executive Director, Darren Kettle, reviewed three member agency applications to become the new LOSSAN Managing Agency. The proposing agencies were L.A. Metro, Orange County Transportation Authority (OCTA), and the San Diego Metropolitan Transit System (MTS). Upon review of each of the proposals, the Screening Committee recommended the LOSSAN Board enter into negotiation of an Administrative Support Agreement with OCTA to allow OCTA to become the Managing Agency for the corridor. OCTA's cost-effective approach, combined with intercity rail experience and collaborative emphasis, were major considerations for the recommendation. This recommendation was subsequently approved by the LOSSAN Board on August 23rd.

The Administrative Support Agreement between the LOSSAN Board and OCTA is scheduled to be drafted for review in October 2013 with expected approval by November 2013. Shortly after approval of the Administrative Support Agreement, the proposed Managing Agency, OCTA, will present an Interim Workplan and proceed to negotiate the interagency transfer of intercity train service from the State to the regional Joint Powers Authority, as authorized under SB 1225 (Padilla, 2012). The timeframe for the interagency transfer to occur is June 2014 - June 2015.

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July 2013 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JULY 2013 v. JUNE 2013 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
13-Jun	3,847	41,681	207
13-Jul	3,672	41,388	180
Variance	*-5%*	*-1%*	*-13%*

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JULY 2013 V. JULY 2012 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
12-Jul	3,723	41,970	189
13-Jul	3,672	41,388	180
Variance	*-1%*	*-1%*	*-5%*

TOTAL BOARDINGS (INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Apr-13	3,980	2,019	42,954	230
Apr-12	3,944	2,008	43,599	204
Apr-11	3,663	2,150	41,248	248
Apr-10	3,667	2,135	40,419	327
Apr-09	4,031	2,164	42,686	296
Apr-08	4,241	2,256	44,792	281
Apr-07	4,077	2,134	42,859	285
Apr-06	3,995	1,981	41,196	234
Apr-05	4,174	1,871	39,554	221
Apr-04	4,107	1,815	38,099	133
Apr-03	3,880	1,812	35,585	108

TOTAL BOARDINGS (INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
May-13	4,076	1,995	43,380	264
May-12	4,008	1,941	44,037	210
May-11	3,842	2,132	42,318	237
May-10	3,755	2,130	40,688	325
May-09	4,134	2,255	41,803	337
May-08	4,159	2,192	45,443	315
May-07	4,213	2,190	43,477	256
May-06	4,274	2,270	42,764	228
May-05	4,003	1,994	39,437	223
May-04	3,970	1,759	38,198	120
May-03	3,694	1,779	34,394	106

TOTAL BOARDINGS (INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Jun-13	3,847	1,869	41,681	207
Jun-12	3,897	1,990	43,396	204
Jun-11	3,888	2,071	41,739	253
Jun-10	3,746	2,148	40,085	319
Jun-09	3,934	2,117	41,458	294
Jun-08	4,387	2,105	47,930	320
Jun-07	4,108	2,221	42,889	282
Jun-06	4,162	1,988	42,090	225
Jun-05	3,994	1,889	39,004	244
Jun-04	3,868	1,753	37,751	119
Jun-03	3,641	1,744	34,611	89

INBOUND
BOARDINGS*

MO/YR	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Apr-13	54	105	134	269	461	1,023	2,017
Apr-12	56	107	135	270	487	1,055	2,072
Apr-11	54	103	127	279	464	1,027	1,750
Apr-10	50	102	112	182	297	743	1,276
Apr-09	47	94	97	188	362	788	1,468
Apr-08	56	108	110	217	392	883	1,660
Apr-07	40	92	95	185	340	752	1,437
Apr-06	39	82	77	186	344	728	1,468
Apr-05	33	62	96	181	364	736	1,642
Apr-04	33	72	61	154	295	615	1,392
Apr-03	9	94	71	193	231	598	1,281

* on Metrolink trains

INBOUND
BOARDINGS*

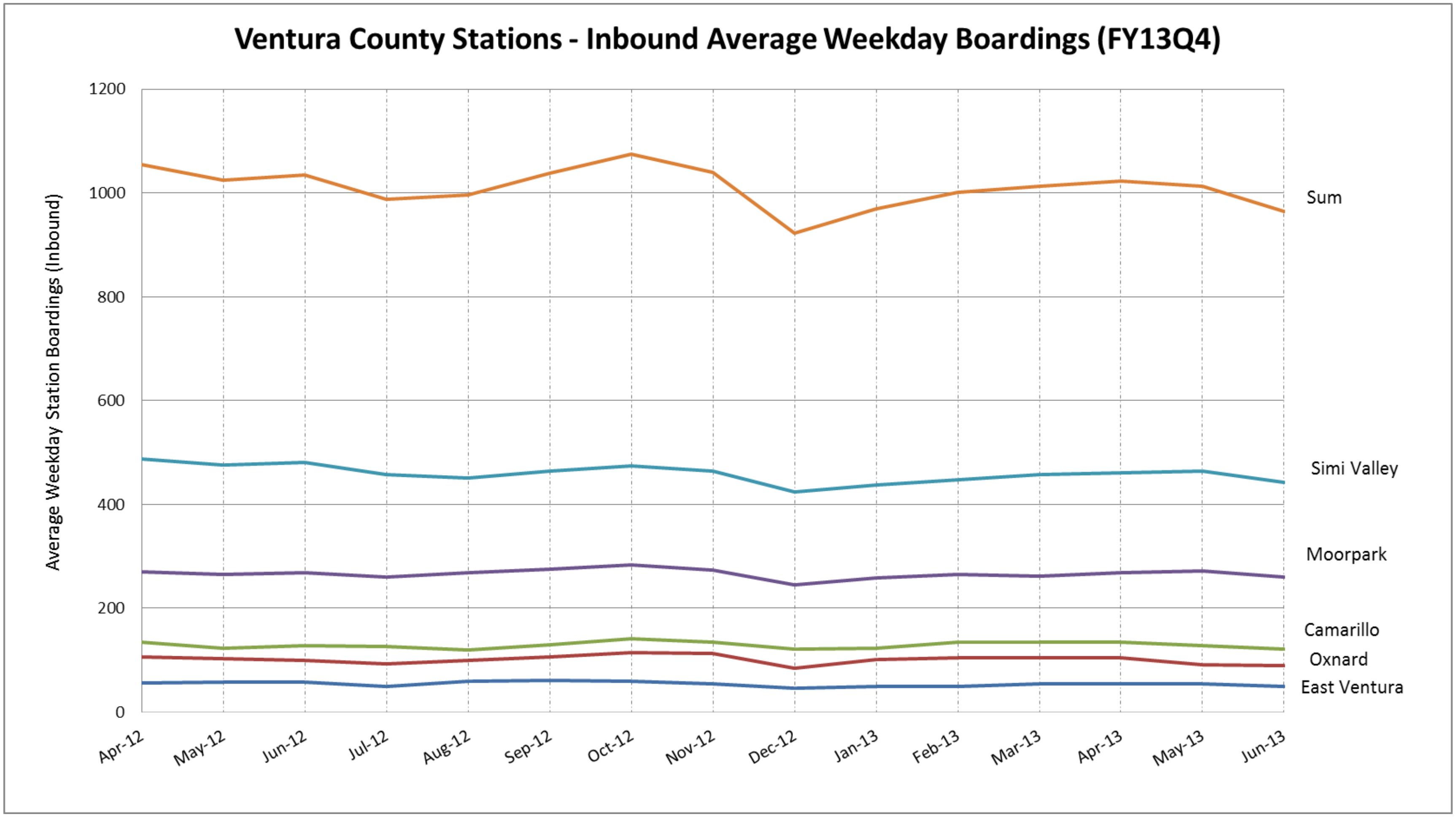
MO/YR	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
May-13	55	92	128	272	465	1,012	2,068
May-12	57	103	123	265	476	1,024	2,114
May-11	52	99	130	275	469	1,025	1,847
May-10	43	100	94	182	295	714	1,259
May-09	41	98	110	211	344	804	1,474
May-08	50	101	109	221	350	831	1,577
May-07	40	93	116	180	345	774	1,489
May-06	59	99	91	185	378	812	1,529
May-05	21	97	76	175	334	703	1,411
May-04	33	72	61	154	295	615	1,388
May-03	9	94	71	166	277	617	1,282

* on Metrolink trains

INBOUND
BOARDINGS*

MO/YR	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Jun-13	50	89	121	261	443	964	1,984
Jun-12	57	99	128	269	481	1,034	2,025
Jun-11	50	97	131	279	455	1,012	1,900
Jun-10	45	93	97	253	309	797	1,390
Jun-09	47	73	107	211	352	790	1,468
Jun-08	50	101	109	224	326	810	1,688
Jun-07	38	93	102	184	367	784	1,450
Jun-06	40	68	88	175	370	741	1,551
Jun-05	42	62	81	195	322	702	1,484
Jun-04	33	69	67	172	282	623	1,375
Jun-03	9	60	50	156	290	565	1,180

* on Metrolink trains


Ventura County Stations - Inbound Average Weekday Boardings (FY13Q4)
Average Weekday Station Boardings (Inbound)
0
200
400
600
800
1000
1200
Apr-12
May-12
Jun-12
Jul-12
Aug-12
Sep-12
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Sum
Simi Valley
Moorpark
Camarillo
Oxnard
East Ventura

From: Gbenekama, Delana [mailto:GbenekamaD@scrra.net]
Sent: Tuesday, August 20, 2013 6:49 AM
To: Gbenekama, Delana
Subject: Incident update: Metrolink vs. person in Simi Valley (fatal)

Dear Metrolink Board Members, Employees, Member Agency CEOs and TAC Members:

At approximately 5:15 a.m., a person on the tracks was struck by eastbound Ventura County Line train 100 about one-quarter mile south of the Erringer Road crossing near the Simi Valley Station in the City of Simi Valley, resulting in a fatality. There are approximately 25-30 passengers on board the train.

The train was released at approximately 6:42 a.m. by the Simi Valley Police Department. The train is on the move to the Simi Valley Station where passengers will detrain and take another Metrolink train to L.A. Union Station possibly within the next 30 minutes.

Train 101 is canceled and riders will take train 103 to Chatsworth. Passengers traveling beyond Chatsworth to Moorpark will take Amtrak 761. Train 900 is canceled and passengers will take train 104 to L.A. Union Station. Trains 102 and 106 will operate as far as Moorpark, and Metrolink is ordering buses to transport passengers from Moorpark to L.A. Union Station.

Customer Engagement Representatives are en route to the Moorpark and Simi Valley stations to assist passengers.

Conductors are making announcements on board the affected trains, Customer Engagement Representatives are making announcements at L.A. Union Station and updates are being posted to station message boards and on social media.

Update to follow.

For real-time service updates, please visit www.metrolinktrains.com or follow @Metrolink on Twitter.

Delana Gbenekama | Communications Representative
213-452-0300 office
213-435-5155 mobile
213-452-0421 fax

METROLINK®

From: Gbenekama, Delana [mailto:GbenekamaD@scrra.net]
Sent: Tuesday, August 20, 2013 9:08 AM
To: Gbenekama, Delana
Subject: Incident update 2: Metrolink vs. person in Simi Valley (fatal)

Update:

Buses departed the Moorpark Station after 7:30 a.m. to transport riders from trains 102 and 106 to L.A. Union Station and all stops in between. Trains 104 and 106 departed the Moorpark Station at 7:55 a.m. Train 101 riders traveling beyond Chatsworth to Moorpark boarded Amtrak 761 at the Chatsworth Station at approximately 8:45 a.m.

The coroner released the tracks at approximately 8 a.m. Normal service resumed at about 8:19 a.m. after the tracks were inspected and cleared.

We do not expect delays to afternoon trains.

Delana Gbenekama | Communications Representative
213-452-0300 office
213-435-5155 mobile
213-452-0421 fax

METROLINK®

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Item # 9C

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAMMING ANALYST

SUBJECT: MOORPARK PROPOSITION 1B TRANSIT CAPITAL AGREEMENT

RECOMMENDATION:

- Approve the attached agreement with the City of Moorpark to provide $317,000 of Proposition 1B Transit Capital funds for the Moorpark Metrolink North Parking Lot Project and $774,000 of Proposition 1B Transit Capital funds for the purchase of two replacement CNG buses for Moorpark Transit.

BACKGROUND:

At the October 5, 2012 meeting, VCTC approved $1,091,000 of rail and bus projects in the City of Moorpark to receive Proposition 1B Transit Capital grant funds. The approved projects were:

Expansion of Moorpark Metrolink North Parking Lot	$317,000
Two Replacement CNG Buses for Moorpark Transit	$774,000

One Simi Valley project and one Gold Coast Transit project were also approved at that time. The projects were submitted to Caltrans at that time to receive funding from the next available bond sale. In May of this year, VCTC received notification that the projects had been awarded funding.

DISCUSSION:

In order to proceed with the above projects, staff recommends that VCTC approve the attached Proposition 1B Transit Capital program subrecipient funding agreement with the City of Moorpark, which provides that VCTC is not liable for any costs beyond what is received as Proposition 1B payment from the State. The agreement also requires the City of Moorpark to provide semi-annual reports to VCTC and to comply with the California Department of Industrial Relations Monitoring requirements. A similar agreement with Simi Valley was approved by the Commission at the July 2013 meeting. Gold Coast Transit does not need an agreement to receive funding because Gold Coast receives the funds directly from the State. At the July meeting, the Commission also approved an amendment to the FY 2013/14 VCTC budget to include the Moorpark projects as Pass-Through Grants at the July 2013 meeting.

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COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF MOORPARK

THIS AGREEMENT is entered into on September 6, 2013, and is between Ventura County Transportation Commission (VCTC) and the City of Moorpark (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 October 5, 2012, meeting the VCTC programmed $1,091,000 in PTMISEA grant funds to the City for the following Projects: $317,000 for the expansion of the Moorpark Metrolink North Parking Lot and $774,000 for the purchase of two replacement CNG buses; 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, in addition to the City, shall also 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 Projects, as described in the attached grant submittals to the extent that grant funds from VCTC are available pursuant to this Agreement.

3. Duration of Agreement and Authorization to Proceed: The term of this Agreement shall commence when VCTC notifies the City that it has received the PTMISEA funds from the State Controller, and continue until the earlier of the following events: (1) all work on the

Projects are completed and accepted, all contracts to construct a Project are closed, or (2) the Agreement is terminated by either party in accordance with Section III.1.

4. Entire Agreement and Amendments to the Agreement: The provisions of this Agreement, together with Exhibits 1 and 2, constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the administration of PTMISEA funds, supersede all other prior or contemporaneous oral or written understandings and agreements of the parties, and 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, upon receipt of the $1,091,000 of PTMISEA funds approved by Caltrans for the Projects, shall transfer the funds 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 Projects. 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 Projects are 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 2013 reporting cycle, and must be submitted on or before January 31, 2014. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

   Within five (5) months of the Projects becoming operable, the City shall provide to VCTC a Final Project Report on actual Project performance to projected Project performance. The City must also provide verification of Project completion as described in the most recent edition of Caltrans' PTMISEA Guidelines available on Caltrans' website at http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html. Within (11) months of the Projects becoming operable, the City shall provide to VCTC a report regarding the long-term benefits of the Projects.

2. Department of Industrial Relations (DIR) Monitoring: Per Assembly Bill 436 (Chapter 378, Statutes 2011), public works projects, such as the Moorpark Metrolink North Parking Lot Project, are subject to monitoring and enforcement by the DIR. Monitoring activities are eligible PTMISEA expenses. The City is required to:
   a. Include language in the bid invitation and public works contract that the Project is subject to monitoring and enforcement by DIR, including the obligation to submit certified payroll records directly to the Compliance Monitoring Unit (CMU) through the CMU's online eCPR system at least monthly;
   b. Notify both the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement (DLSE) of the Project award per the online PWC 100 form available on the CMU website;
   c. Post, or require the prime contractor to post, at each job site, the notice required by 8 Cal. Code Reg. section 16451(d);

d. Cooperate with the CMU and the DLSE in any investigation of suspected violations, which may include random onsite inspections and contractor and worker interviews; and,
e. Comply with any notice requiring contract payments to be withheld due to contractor's failure to submit proper certified payroll reports or in accordance with any lawful order by DLSE.

3. 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.

4. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2017. Funds remaining unexpended thereafter shall revert to Caltrans.

III. OTHER PROVISIONS

1. Termination: Either party may terminate this Agreement pursuant to this Section III.1. The City may terminate this Agreement with cause after giving written notice to VCTC at least thirty (30) calendar days before the termination is to be effectiveand if within thirty (30) calendar days after City has given VCTC notice of the default, the VCTC has not cured the default, or, if the default cannot be reasonably cured within that time period, if VCTC has not commenced the cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eight (180) calendar days after that notice. . If the City terminates this Agreement, City shall return any funds that are unused as of the date of the termination and that are not necessary for payment for services provided prior to the termination date. VCTC may terminate this Agreement for cause, if the City defaults under this Agreement, and if within thirty (30) calendar days after VCTC has given the City notice of the default, the City has not cured the default, or, if the default cannot be reasonably cured within that time period, if the City has not commenced the cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eight (180) calendar days after that notice. In the event VCTC terminates this Agreement, the City may expend PTMISEA funds to pay contractors for Project work completed through the last working day this Agreement is in effect or committed to be spent by that date. Neither party shall have any other claim against the other party by reason of an early termination of this Agreement.

2. 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.

3. Insurance: With respect to performance of work under the Project Agreement, the City shall ensure that its contractors maintain insurance as described below:

   Workers' Compensation Insurance – the City's contractors shall maintain, during the life of the Projects, Workers' Compensation Insurance as required by California law for any contractor or subcontractor employees employed at the Project sites. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, the City shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. The City hereby agrees to indemnify VCTC for any damage resulting to it from failure of any City contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance. The City is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. The City's contractors, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the City's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

a. Public Liability Insurance. In an amount not less than $2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than $4,000,000 on account of any one occurrence:

b. Property Damage Insurance In an amount of not less than $1,000,000 for damage to the property of each person on account of any one occurrence.

4. Attorneys' Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated in the introductory clause to this Agreement.

CITY OF MOORPARK	**VENTURA COUNTY TRANSPORTATION COMMISSION**
______________________ Janice Parvin Mayor	______________________ Steve Sojka Chair
Approved as to Form	Approved as to Form
______________________ Steven Kueny City Manager	______________________ Darren M. Kettle Executive Director
______________________ Kevin G. Ennis City Attorney	______________________ Steven T. Mattas General Counsel

Item # 9D

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ALAN HOLMES, TRANSPORTATION DEMAND MANGEMENT PROGRAM MANAGER

SUBJECT: COMMUTER SERVICES FY 2012/2013 4TH QUARTER AND YEAR END REPORT

RECOMMENDATION:

- Receive and file

DISCUSSION:

To improve reporting of Ventura County Rideshare activities, staff prepares and submits to the Commission quarterly reports for review. A year-end report is also provided summarizing Rideshare activities for the previous fiscal year and establishing annual goals and objectives for the upcoming year. The FY 2012/2013 report contains the following information for the Commission's review:

- Total registrants on file
- Current number of Guaranteed Ride Home (GRH) Program registrants and program usage
- Registrants with 'Active' ridematching interest
- Company worksites on file
- Average home to work commute distance
- Number of carpool matches attempted, separated by source
- Number of RideGuides generated that contained at least one match
- Average age of data for matches
- Average number of matches per RideGuide
- Estimated Program benefits
- Marketing activities
- Vanpool activities

The primary focus of the Commuter Services program is to reduce traffic congestion and improve air quality by a voluntary reduction of single occupant vehicle (SOV) commute trips in Ventura County. SOV trips are reduced by offering direct assistance to employers located in Ventura County and through the provision of services to county residents, promoting carpooling, vanpooling, bus pooling, transit, walking, biking and other Transportation Demand Management (TDM) commute alternatives.

Services

	11/12 Actual	12/13 Goals	12/13 actual	13/14 Goals
Database				
Commuters on file	33,240	31,000	31,023	32,000
Commuters active for matching	6,401	6,000	6,029	6,500
Company worksites on file	369	337	337	310
Estimated Avg. Home to work distance	15.83	15.5	16.43	16
AVR reports generated	34	58	60	36
Number of carpool matches attempted:	11/12 Actual	12/13 Goals	12/13 Actual	13/14 Goals
Public (web)	1,479	1,800	1,670	1,700
Staff	4,561	1,650	1,197	1,500
Total carpool matches attempted*	6,040	3,450	2,867	3,200
Number receiving at least one match	4,567	2,000	2,126	2,200
Average age of matching record (days)	90	150	169.2	145
Average number of matches/RideGuide	8	8	8	8
Avg. distance home/work	15.2	14.5	14.5	160
RideSmart Tips generated	7,184	10,000	10,725	10,000
Guaranteed Ride Home Program Usage				
Rental Car Trips	8	N/A	35	35
Taxi Rides	8	N/A	34	35
Total	16	N/A	69	70
Estimated Program Benefits				
Reduction in Vehicles Miles of Travel	6,318,031	N/A	2,795,526	3,000,000
Reduction in Commuting cost (in $s)	3,411,630	N/A	1,509,331	1,700,000
Reduction in carbon monoxide (tons)	97.71	N/A	41.21	47.00
Reduction in volatile organic compounds (tons)	12.81	N/A	5.31	6.40
Reduction in Oxides of Nitrogen (tons)	15.73	N/A	6.28	7.50

*Prior to the release of the online emailed RideGuide (eRideGuide or eR/G), staff could not track actual employee usage of information contained in the hardcopy RideGuide. As more employers use the online survey option the eR/G has become more prevalent. Staff noticed a drop in the Carpool Matches Attempted count although the volume of surveys received was nearly the same. Several modifications are being considered to make the end-user experience easier while still protecting the confidentiality of their information. Staff will provide updates to the Commission as alternatives are identified.

Marketing Activities:

During the fourth quarter of Fiscal Year 2012/2013, the Ventura County Transportation Commission's Commuter Services program reached out to the community by promoting the availability of resources through educational materials, outreach programs, and various promotional venues. After extensive planning, focus was on execution of Earth Day and Bike to Work Week outreach and campaigns before turning attention to Rideshare Week. Additionally, further development steps were taken to improve the Rideshare section of VCTC's website.

Employer Support

- **Commuter eBlast –** The monthly update of the Commuter Services program was sent out on the first business day of each month to the list of approximately 130 transportation coordinators based at various employers throughout the county. The topics ranged from "Save the Environment - One Less Car at a Time" to "Bike to Work Week 2013 is almost here!" to "Congratulations to this year's Diamond Award winners!"

- **Rideshare Website Updates –** Following the website assessment and first phase of text updates, a second phase was undertaken to update the employer promotional materials available online. These materials included new carpool and vanpool posters, as well as a CalVans poster. All three pieces of artwork were translated into Spanish and made available on the website. Additionally, the materials request form was updated to reflect the current branding, include new items, and enhance user-friendliness.

Outreach and Promotion

- **Earth Day 2013** – Completed preparations for five Earth Day events, attending events in Oxnard on April 6, Thousand Oaks on April 13, Amgen on April 19, Ventura on April 20, and CSUCI on April 22. Activities included distribution of promotional items, one on one discussion of ridesharing benefits and other associated transportation services with potential ridesharing participants.

- **Wellness/Health Events** – In addition to the annual campaigns, Commuter Services coordinated and staffed events promoting ridesharing and VCTC's services (Commuter Services and VISTA) at four different sites during the fourth quarter, including the Camarillo Senior Expo on May 7, Simi Valley Wellness Expo on May 22, and two Baxter Healthcare locations on June 4 and 5.

- **Bike to Work Week 2013** – In preparation for our first focused large-scale promotion of the calendar year, we completed planning and logistical coordination of Bike to Work Week activities, including print promotion, City Council meeting announcements, "Pit Stops," procurement of community-specific gifts (donations), and design work. The promotion was very successful. The number of "Pit Stop" events doubled from three in 2012 to six in 2013; online participation increased by 51 percent; and event attendance increased by 166 percent. Promotional assistance was coordinated through local bicycle shops and cycling clubs as well as the Cities of Oxnard, Thousand Oaks, Santa Paula, Simi Valley, and Ventura. We conducted follow-up calls to confirm receipt of promotional packets and participation and content was printed in the VC *Star* and other local outlets (feature articles and media coverage). Social media and VCTC's "On the Move" newsletter were also utilized to promote and recap Bike to Work Week 2013.

Social Media

- **Facebook and Twitter –** Approximately 20 percent of all posts and tweets on Facebook and Twitter during the fourth quarter encouraged ridesharing. Across the quarter, Facebook "likes" increased two percent and Twitter followers increased by more than eight percent. With the 2013
- Rideshare Week campaign coming up in the next quarter, we are looking forward to even more participation and outreach through these social venues.

Print Media

- **Earth Day 2013 –** Distributed the promotional/information pieces at five Earth Day events held throughout Ventura County.

- **Bike to Work Week 2013** – Posters and promotional packets were designed and distributed to employers and bicycle shops throughout Ventura County. Postcards were mailed to promote the event and were distributed by local bike shops and at outdoor events (i.e., 5Ks). Event-specific posters were also designed and distributed to the cities of Oxnard, Thousand Oaks, Santa Paula, Simi Valley, and Ventura to promote the community-centralized "Pit Stops." We also drafted and submitted an "Eye on the Environment" article, which was published in the VC *Star*.

Planned First Quarter 2013-2014 Activities

- We will coordinate our first Rideshare Luncheon – to be held on August 23, 2013 – to promote the program and Rideshare Week. Efforts will include development of event-specific promotional pieces, materials, and communications.
- Rideshare Week 2013 materials, including posters, postcards, promotional packets, and promotional communications will be designed/developed, up to ten on-site employer events will be scheduled, and promotional items will be distributed.
- The updating of www.GoVenturaRideshare.org will be continued in coordination with the recommendations found within the initial website evaluation report.
- We will continue preparation and distribution of monthly Rideshare-themed eblasts to support employer participants.

Social media representation and utilization will continue with particular focus on the availability of new employer materials and the promotion of Rideshare Week 2013.

<u>CalVans</u>

In the fourth quarter of 2013, CalVans vanpools travelled a total of 78,287 miles and carried a total of 33,751 passengers, accruing 836,265 passenger lane miles. The fiscal end of year vanpool travel miles are 185,095 with a total of 70,218 passengers and 2,061,902 passenger lane miles.

Farm Labor

The number of vans on the road fluctuates with the crops cycles and growing conditions. Currently, there are 19 vans on the roads and in the fields. This month we have seen a small increase in the number of vans traveling to Maricopa and Arvin via the 126 freeway from Ventura County. Now most of the vans are working locally, in Santa Paula, Piru and Oxnard.

Commuter Vanpools

Currently, we have five commuter vanpools on our freeways, travelling from Ventura to North Santa Barbara. Of special local focus to us right now is the commute between Ventura and Santa Barbara—one of the most heavily travelled in the region. Roadwork on the 101 that will continue until 2016 is a great reason to showcase the importance of vanpools and ridesharing. We continue active outreach throughout Ventura & Santa Barbara counties, this quarter we have made great effort to create new commuter vanpools between Ventura and Santa Barbara with outreach to companies and agencies: Lockheed Martin, QAC, Mar Burg Recycling, County of Ventura Government Center, County of Santa Barbara, UCSB and CAL AMP Electronics.

In addition, we have recently received permission to have our vans enter into Los Angeles County. We hope to make major impacts and assist people who commute between Ventura and Los Angeles counties. The following chart indicates passenger counts by month:

CalVans Passenger Counts FY 2012/2013 by Month

FY 2012/2013	Passengers			
Month	**Weekdays**	**Saturday**	**Sunday**	**Total**
July	3509	590	242	4341
August	3828	616	167	4611
September	2692	568	134	3394
First Quarter	**10029**	**1774**	**543**	**12346**
October	845	176	60	1081
November	825	176	60	1061
December	1346	238	98	1682
Second Quarter	**3016**	**590**	**218**	**3824**
January	5699	680	150	6529
February	5005	619	420	6044
March	6270	1028	426	7724
Third Quarter	**16974**	**2327**	**996**	**20297**
April	9123	1178	590	10891
May	9128	1275	741	11144
June	8970	1994	752	11716
Fourth Quarter	**27221**	**4447**	**2083**	**33751**
Year End Totals	**57240**	**9,138**	**3,840**	**70,218**

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Item # 9E

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ALAN HOLMES, TRANSPORTATION DEMAND MANAGEMENT PROGRAM MANAGER

SUBJECT: FY 2013/2014 RIDESHARE DATABASE SERVICES MOU

RECOMMENDATION:

- Approve Rideshare Database Services Amendment No. 8 to MOU RS0506 for an amount not to exceed $16,198 as included in the FY 2013/2014 budget

BACKGROUND:

In December, 2002, the Commission approved the participation with Los Angeles Metro (METRO), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC) and San Bernardino Associated Governments (SANBAG) to provide rideshare services within the Southern California Region. At that time, staff was authorized to enter into an agreement with Riverside County Transportation Commission to provide the Trapeze/RidePro rideshare matching system and to administer the system. Effective July 1, 2003 the program was fully transitioned from SCAG to the county commissions. Given the general satisfaction with the arrangement whereby the Ventura, Los Angeles, Orange, and San Bernardino County commissions have paid RCTC to manage the contract for administering the counties' rideshare matching system, this arrangement has continued on an ongoing basis with an annual amendment to Memorandum of Understanding # RS0506.

DICUSSION:

In February 2012, RCTC, acting in their roll as the regional rideshare database administrators, approved an agreement with Base Technologies for the provision and hosting of a new customized ridematching software system (Komotor) in response to a dispute with the current software provider Trapeze/RidePro. The proposed transition is scheduled to occur later this fiscal year. Beta testing was recently completed by the agencies and several issues were identified for modification/correction. We expect phase two testing to occur in November and based on successful results the new software would be run concurrently with the existing RidePro software throughout December. It is anticipated that upon successful completion of the new software the region would fully transition over to Komotor.

RECOMMENDED ACTION:

In order to proceed with the above project, staff recommends that VCTC approve the attached MOU Amendment and Scope of Work for FY 2013/2014 offering county-wide ridematching database services for an amount not to exceed $16,198 as included in the FY 2013/2014 budget

Agreement No. 06-41-082-08

AMENDMENT NO. 8 (FY 2013/14)
TO MEMORANDUM OF UNDERSTANDING RS0506

REGIONAL RIDEMATCHING SERVICES PROJECT

This Amendment No. 8 (FY 2013/14) to the Regional Ridematching Services Project Memorandum of Understanding is made and entered into by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC). An updated Scope of Services is attached.

VCTC and RCTC entered into that certain FY 2005 & FY 2006 Regional Ridematching Services Project Memorandum of Understanding, MOU # RS0506, commencing as of July 1, 2005 ("MOU").

VCTC and RCTC entered into Amendment No. 1 to the MOU on February 2, 2007 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2006/07.

VCTC and RCTC entered into Amendment No. 2 to the MOU on November 12, 2007 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2007/08.

VCTC and RCTC entered into Amendment No. 3 to the MOU on September 12, 2008 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2008/09.

VCTC and RCTC entered into Amendment No. 4 to the MOU on September 17, 2009 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2009/10.

VCTC and RCTC entered into Amendment No. 5 to the MOU on July 19, 2010 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2010/11.

VCTC and RCTC entered into Amendment No. 6 to the MOU on September 7, 2011 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2012/12.

VCTC and RCTC entered into Amendment No. 7 to the MOU on May 29, 2013 to extend the term of the MOU and to provide reimbursement to RCTC for the Services for FY 2012/13

This Amendment No. 8 continues the Services under the terms and conditions of the MOU, except to the extent amended hereby, for FY 2013/14.

The MOU is hereby amended as follows:

Terms.

1. Section 2, regarding the term of the MOU, is hereby amended and replaced in its entirety to read as follows:

   2. TERM. This MOU shall commence on July 1, 2005 and shall terminate on June 30, 2014.

2. Section 3(A), regarding payment of compensation, is hereby amended in part to read as follows:

<u>Section 3A: PAYMENT OF COMPENSATION</u>
For FY 2013/2014, VCTC shall contribute Ventura County's share of the Project funded jointly by VCTC and the CTCs. Therefore VCTC shall reimburse RCTC an amount not to exceed SIXTEEN THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS ($16,198) for the actual costs of the Services provided under this MOU for FY 2013/2014.

3. Attachment A of the MOU, regarding RCTC's Scope of Work, is hereby amended and replaced with Attachment A attached to this Amendment No. 8 and incorporated herein by reference.

Except as amended hereby, the terms and conditions set forth in the MOU shall remain in full force and effect.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT NO. 06-41-082-08

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.

VENTURA COUNTY TRANSPORTATION COMMISSION

By ___________________________
Steven T. Sojka
Chair

Date: ______________________

APPROVED AS TO FORM:

By _____________________________
Steven T. Mattas
General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By ___________________________
Karen S. Spiegel
Chair

Date: ________________________

APPROVED AS TO FORM:

By __________________________________
Best, Best & Krieger, L.L.P.
Legal Counsel

Riverside County Transportation Commission
REGIONAL RIDEMATCHING/AVR SERVICES
FY 13/14 SCOPE OF WORK

The regional ridematching/AVR software, hardware, network, database, and website (system) will be managed on behalf of and in partnership with the County Transportation Commissions (CTCs). The system will be secured from tampering yet accessible to multiple users' needs with timely and accurate software. Maintenance of the system software and associated modules will be coordinated with the RidePro and Komotor software support vendor(s), and their designated product support staff. Hardware performance, connectivity software, system bandwidth and website load times will be monitored and maintained to ensure that quality and throughput are optimum and that system integrity is maintained.

The existing RidePro system will be maintained and hosted while the new Komotor build is in development and beta tested. Formal beta testing of the new Komotor software is scheduled for the winter of 2013/14. During the transition period, both RidePro and Komotor systems will operate in tandem to allow for adequate testing by county transportation commissions and select employers. At the conclusion of the testing period, all users will be moved to the new Komotor system. RCTC will cover initial maintenance and hosting costs related to the Komotor system for the entirety of fiscal year 2013/14. The region will split costs associated with the RidePro system. Contingency has been included in the budget if support for the RidePro needs to be extended for any reason.

Task 1: Day to Day Operations

Manage and coordinate the system in partnership with the CTCs to ensure the effective delivery of ridematching services to employers, TMAs and commuters of the five county region.

a. Review application error logs on a daily basis, assess error messages to determine next steps, take action with the appropriate entities (i.e., internal action, CTCs or software product support staff) to secure resolution of issues.

b. Review all security logs as they are collected through the dedicated firewall, web server, and database logs.

c. Report any scheduled or unscheduled system downtime to CTCs, troubleshoot as necessary and identify reason for downtime and estimated time to be back on line.

d. Perform full server backups on a multi-site secured file repository on a daily basis.

Task 2: Upgrades, Patches, and System Administration

Coordinate software and database maintenance and installation of enhancements. Work with CTC staffs to identify needs or program refinements on an annual basis, including Average Vehicle Ridership (AVR_ Program refinements as required by the South Coast Air Quality Management District (SCAQMD) and/or Ventura County Air Pollution Control District (VCAPCD). Work with software product support staff to develop programs to satisfy identified needs, and to coordinate the installation and testing of periodic updates from software product support on an as-needed basis.

Coordinate the monitoring of the system and augmenting of security and data access controls as needed to maintain the confidentiality of information, including regular vulnerability and penetration testing.

Task includes annual license maintenance fees including the first year of Google Premier support in order to provide assistance during the transition between two geocode based systems. Also includes the annual cost of testing for web site security.

a. Facilitate collective policy decisions relating to operational and procedural functionality of the system.

b. Coordinate feedback from CTCs regarding programming functionality, programming issues and development ideas. Provide testing of new programs and enhancements as well as custom ad-hoc reporting to ensure that all program modules are functioning correctly and that any program compatibility issues are resolved.

c. Provide liaison between the CTCs and the SCAQMD for maintenance and required updates to the AVR functions of the databases.

d. Coordinate changes to reporting and functionality between internal staff, CTCs, SCAQMD, and selected vendors.

e. Work with selected contractor to facilitate web testing for security and to monitor performance of the servers, routers and switches to ensure system is operating at peak performance.

f. Perform ongoing analysis of capacity issues and recommendations for additions or improvements.

Task 3: Support Roles

Provide technical and help desk support services to CTC staffs. Provide assistance with troubleshooting of problems related to functionality of software. Provide training or instructional materials on new programs and functions within the system and associated modules to CTC staffs.

a. Respond daily to on-line and telephone technical inquires and trouble reports.

b. Assess source of reported problems, determine appropriate actions, and facilitate resolution by appropriate staff.

c. Prepare and distribute quarterly summary of reported problems and actions taken.

d. Provide “help” information as needed to all users.

e. Provide liaison between CTCs and software product support staff.

Task 4: Operating Equipment and Network Connectivity

A. Operating Equipment

Monitor server performance and bandwidth use, consistent with the specifications provided by software product support staff, to accommodate the ridematching/AVR software and associated modules.

Rackspace, the selected server management company, will be responsible for repair or replacement of all hardware items. This will be handled on an as-needed basis or as recommended by the “End of Life” (EOL) cycle by the product manufacture on a 365/24/7 basis with a one hour replacement time guarantee.

Rackspace will also be responsible for updates for server operating system and core system applications as well as firewalls, network switches, and load balancers.

B. Network Connectivity

Keycard protocols, biometric scanning protocols and round-the-clock interior and exterior surveillance monitor access to every Rackspace data center. To provide multiple redundancies the data center housing the regional ridematch local area network is also linked to the internet through a minimum of 5-9 different internet service providers on high performance bandwidth.

Rackspace will monitor and troubleshoot access lines to ensure operational integrity and security.

Item # 9F

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **STEVE DEGEORGE, PLANNING AND TECHNOLGY DIRECTOR**

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH JL PATTERSON & ASSOCIATES TO PERFORM FEDERAL RAILROAD ADMINISTRATION REQUIRED RAILROAD BRIDGES INVENTORY UPDATE**

RECOMMENDATION:

- Approve professional services agreement with JL Patterson & Associates not to exceed $40,675 for completion of required Federal Railroad Administration (FRA) Railroad Bridge Inventory and Safety Inspection Update.

DISCUSSION:

The Federal Railroad Administration (FRA), as mandated in the Rail Safety Improvement Act of 2008, added a federal requirement that railroad track owners follow specific procedures to protect the safety of their bridges and to strengthen federal oversight of railroad bridge maintenance programs. VCTC, as owner of the Santa Paula Branch Line (SPBL) railroad, is subject to this requirement and must regularly inspect the 37 bridges of varying sizes along the SPBL between East Ventura and Piru.

Because of the special training and expertise that is needed for the rail bridge inventory work, the Commission used a consultant firm selected through a competitive bid process. JL Patterson & Associates was engaged to complete the project, which they did by the required date of September 13, 2012. The 2012 inventory effort involved the following:

- An inventory of all railroad bridges along the SPBL including design documents for each railroad bridge.
- Documentation of all repairs, modifications, and inspection of railroad bridges subject to FRA review.
- Establishment of a program to undertake regular inspections of all railroad bridges.
- Documentation of any special inspections if weather or other conditions warranted such inspections.
- Establishment of a secure records management system.

The FRA requires that the Rail Bridge Inventory be updated every 540 days. In the case of the SPBL, we must therefore complete the inspection update by February 13, 2014. Having completed the initial study, JL Patterson offers the ability to provide the required follow-up inspection in an expeditious manner. Their proposed cost was $40,675. This is under the staff estimate of $50,000 that was included in the adopted

Fiscal Year 2013/2014 VCTC budget. Staff therefore recommends that JL Patterson be retained to complete the 2013/2014 SPBL Rail Bridge Inventory and Inspection Update.

There is a Phase Two of the FRA requirement that the Commission will be considering in the Fiscal Year 2015/2016 budget. Phase Two of the FRA inventory requirement must be completed no later than September 13, 2018. In Phase Two, the Commission must schedule a load capacity evaluation for all rail bridges to be completed at the same time as the inventory update.

AGREEMENT
BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND JL PATTERSON INC. FOR COMPLETION OF FEDERAL RAILROAD ADMINISTRATION RAIL BRIDGE INVENTORY 2014 UPDATE

This Agreement is made and entered into this 6th day of September, 2013, by and between the Ventura County Transportation Commission (hereinafter referred to as VCTC), and JL PATTERSON INC. (hereinafter referred to as "CONSULTANT" to complete the 2014 Federal Railroad Administration required update inventory of railroad bridges on the Santa Paula Branch rail line. This Agreement shall expire one year from the date of this agreement.

VCTC and CONSULTANT agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in the Scope of Work in Attachment A to this Agreement. CONSULTANT hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof as an independent CONSULTANT. The Contract Manager for VCTC shall be Mr. Steve DeGeorge, Planning and Technology Director.

2. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the Agreement between VCTC and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

VCTC's failure to insist in any one or more instances upon CONSULTANT performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of VCTC's right to such performance or to future performance of such term(s) or condition(s) and CONSULTANT'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon VCTC except when specifically confirmed in writing by an authorized representative of VCTC by way of written amendment to this Agreement and issues in accordance with the provisions of this Agreement.

3. VCTC DESIGNEE

The Executive Director of VCTC, or designee, shall have the authority to act for and exercise any rights of VCTC as set forth in this Agreement.

4. PROGRESS AND PAYMENT

Subject to the general direction of VCTC, CONSULTANT shall commence work on the services to be performed upon written authorization of the VCTC to proceed. All services shall be completed in accordance with the Scope of Work in Attachment A to this Agreement and in compliance with Federal Railroad Administration requirements as included in Appendix C.

For CONSULTANT'S full and complete performance of its obligations under this Agreement, VCTC shall pay CONSULTANT an amount not to exceed $40,675 in accordance with the provisions of Scope of Work, Attachment A, Section 2.8, 3.0 and the following:

> 4.1 – VCTC shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Should any portion of an invoice be disputed VCTC agrees to pay the undisputed portion according to the terms of this agreement. VCTC further agrees to notify CONSULTANT in writing of any such dispute within ten days of receipt of invoice. The parties agree to use their best efforts to resolve the disputed portion of such invoice within 30 days of receipt of invoice.
>
> 4.2 - No retainage will be held by VCTC from progress payments due the CONSULTANT.

5. TERM OF AGREEMENT

The term of this Agreement shall be one year from the date hereof, extendable by written extension signed by both parties hereto.

6. ASSIGNMENT AND SUBCONTRACTING

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

CONSULTANT shall complete all work under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another consultant or a subcontractor upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between VCTC and any subcontractors, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to VCTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from VCTC 's obligation to make payments to the CONSULTANT.

Any retainage held by the CONSULTANT or subcontractors from progress payments due to subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed, except that any delay or postponement of payment over the 30 days may take place only for good cause and with VCTC's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the CONSULTANT or subcontractor in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors. Any subcontract entered into as a result of this Agreement shall contain this provision.

7. COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, VCTC shall have the right to annul this Agreement without liability or, at its discretion, to deduct such amounts paid from the CONSULTANT'S earned fees, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingency fee.

8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to VCTC in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times timed be under consultant's exclusive direction and control and shall be employees of CONSULTANT and not employees of VCTC. CONSULTANT shall comply with articles 13,19 and 20, below, regarding all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters.

9. OWNERSHIP OF DOCUMENTS

The originals of all letters, documents, reports and other products and data produced at the request of VCTC under this Agreement shall be delivered to, and become the property of VCTC. Copies may be made for CONSULTANT's records but shall not be furnished to others without prior written authorization from VCTC. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by VCTC. CONSULTANT shall retain copyright to all cartography, proprietary data and/or source data not furnished by VCTC.

All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of VCTC, be used for any purpose other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with VCTC's policies regarding such material. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the relative industry shall be deemed confidential. CONSULTANT shall not use VCTC's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the prior written consent of VCTC.

No copies, reports, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by VCTC, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled by VCTC unless otherwise agreed to by CONSULTANT and VCTC.

10. KEY PERSONNEL

Dan L. Davis 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 VCTC.

11. INSURANCE

CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

11.1 – Commercial General Liability, to include Products/Completed Operations, Independent Contractors' Contractual Liability, and Personal Injury Liability with a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

11.2 – Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of $1,000,000.00 each accident.

11.3 – Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of VCTC, its officers, directors, employees and agents.

11.4 – Employer's Liability with minimum limits of $1,000,000.00.

11.5 – Professional Liability with minimum limits of $1,000,000.00 per claim.

Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by VCTC prior to commencement of any work. Proof of insurance coverage must be received by VCTC within ten (10) calendar days from the effective date of this Agreement with the VCTC, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by VCTC.

12. INDEMNIFICATION

CONSULTANT and VCTC each agree to indemnify, defend and hold harmless the other and all of the Affiliates, subsidiaries, officers, directors, employees, agents, assignees and successors of the other against any and all claims, demands, actions, causes of action, liabilities, suits or court proceedings, or any settlement thereof and related expenses, including reasonable attorney's fees resulting from the indemnifying party's negligent or willful acts or omissions relating to this Agreement.

13. PREVAILING WAGES

All laborers employed or working upon the site of the work will be paid not less than the generally prevailing wage for that class of worker in Ventura County, in accordance with the California Labor Code, Section 1775.

14. DISPUTES

This Agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. The parties may mutually agree to engage in mediation and binding or nonbinding arbitration in an effort to resolve any dispute. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with VCTC's instructions.

15. ATTORNEY'S FEES

In the event an action, including a request for mediation and arbitration, 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 other grief granted by the court.

16. TERMINATION

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

17. NOTICES

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

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

With copies to: Steven Mattas, Legal Counsel
Meyers Nave
575 Market Street. Suite 2080
San Francisco, CA 94105

All notices to CONSULTANT under this Agreement shall be in writing and sent to:

Ms. Jacqueline L. Patterson, P.E., President
JL Patterson & Associates Inc.
725 Town & Country Road, Suite 300
Orange, CA 92868

18. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

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.

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

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

19. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, and all lawful orders, rules and regulations promulgated therein and detailed in Appendix B.

20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of VCTC during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

22. PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by VCTC or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against VCTC on account of any finding that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify VCTC if the suit or claim results from: (1) VCTC's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify VCTC under any settlement made without CONSULTANT's consent or in the event VCTC fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item in enjoined as a result of such suit or claim, CONSULTANT, at no expense to VCTC, shall obtain for VCTC the right to use and sell said item, or shall substitute an equivalent item acceptable to VCTC and extend this patent and copyright indemnity thereto.

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

"VCTC": VENTURA COUNTY TRANSPORTATION COMMISSION

____

Steven Sojka, Chair

Approved as to form:

____

Steven Mattas, Legal Counsel

Attest:

____

Donna Cole, Clerk of the Board

"CONSULTANT": JL PATTERSON & ASSOCIATES INC.

____

By, Jacqueline L. Patterson, P.E., President

ATTACHMENT A
SCOPE OF WORK
VENTURA COUNTY FEDERAL RAILROAD ADMINISTRATIONS INVENTORY OF RAILROAD BRIDGES

The Scope of Work for this project includes the completion of the update to the 2012 Santa Paula Branch Line (SPBL) rail bridge inventory. The 2012 inventory and this update are required by the Federal Railroad Administration (FRA) Final Rule requiring railroad track owners to adopt and follow specific procedures to protect the safety of their bridges and to strengthen federal oversight of railroad bridge maintenance programs. VCTC, as owner of the Santa Paula Branch Line (SPBL) railroad, is subject to this requirement. There are 37 bridges along the SPBL of varying sizes between East Ventura and Piru.

The Final Rule requires track owners (or in this case, CONSULTANT) to implement the 2014 update to the SPBL rail bridge inventory which was completed in September, 2013. The update must include the following:

- An inventory of all railroad bridges along the SPBL including design documents for each railroad bridge.
- Documentation of all repairs, modifications, and inspection of railroad bridges subject to FRA review.
- Establishment of a program to undertake regular inspections of all railroad bridges.
- Documentation of any special inspections if weather or other conditions warranted such inspections.
- Establishment of a secure records management system.

The planned schedule for the tasks to be completed is as follows:

1. **Update bridge inventory per CFR 49, Part 237**
   October - November 2013
2. **Obtain As-Builts (if needed) from Union Pacific**
   December 2013
3. **Update Bridge Management Plan including: documentation of all repairs, modifications, and inspection of railroad bridges subject to FRA review; update the annual inspection of all owned railroad bridges; document any special inspections when weather or other conditions warranted; and confirm secure records program.**
   January 2014
4. **Complete final work/submit to VCTC/FRA**
   February 13, 2014

J.L. PATTERSON & ASSOCIATES, INC.
CIVIL-TRACKWORK ENGINEERING

April 16, 2013

Mary Travis
Manager of Rail & TDA Programs
Ventura County Transportation Authority
950 County Square Drive # 207
Ventura, CA 93003

Subject: **2013 Annual Bridge Inspection**

Dear Ms. Travis:

Based on the last bridge inspections, it is time once again to perform the Annual Bridge Inspections. A spreadsheet which itemizes the costs for the inspection work is attached. I will schedule the 2013 Annual Bridge Inspection to begin within 30 days of a Notice-to-Proceed.

Please do not hesitate to contact us at 714-353-3199 or by e-mail if you have any questions.

Sincerely,

J.L. Patterson & Associates, Inc.

Dan Davis
Senior Bridge Supervisor/Inspector

725 TOWN & COUNTRY ROAD, SUITE 300 - ORANGE, CA 92868 • TEL (714) 835-6355 • FAX (714) 835-6671

PATTERSON
&
ASSOCIATES, INC.

VCTC Annual Bridge Inspection 2013

Task	Location	Cost
Inspect 37 branch line bridges between Saticoy, CA and Piru, CA, and provide 2013 Bridge Inspection Report	VCTC Santa Paula Branch Line	$37,075.00
Travel, lodging and meals	Ventura Area	$3,600.00
	Total	**$40,675.00**

ATTACHMENT B
FEDERAL RAILROAD ADMINISTRATION (FRA) REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Railroad Administration (FRA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FRA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FRA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS PARTICIPATION

A. General Provisions

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

B. Good Cause

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of CONTRACTOR's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, " Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Railroad Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FRA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FRA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.
The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FRA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FRA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

A. The Contractor shall include in each subcontract exceeding $100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding $100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

B. Each subcontractor with a subcontract exceeding $100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. ____________________________________("subcontractor") certifies, by submission of its proposal to ____
("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.

2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

9. COPELAND ANTI-KICKBACK ACT

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

10. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. <u>Clean Air</u>

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.
The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 under this Contract.

B. <u>Clean Water</u>

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 under this Contract.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

11. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as the apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. INCORPORATION OF FEDERAL RAILROAD ADMINISTRATION (FRA) TERMS

The provisions in this Section (FRA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FRA terms and conditions.

13. 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 be 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of 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 under this Agreement 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 Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this under the Agreement, except as may be specifically agreed in writing.

14. TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

15. **PROTEST PROCEDURES**

The Federal Railroad Administration (FRA) will only review protests regarding alleged failure of VCTC to follow the written and adopted Contract Protest Procedures.

16. FRA ROLE IN BID PROTESTS

Protestors shall file a protest with FRA not later than five days after a final decision is rendered under the VCTC’s protest procedure. In instance where the protestor alleges that the VCTC failed to make a final determination on the protest, protestors shall file a protest with FRA not later than five days after the protestor knew or should have known of VCTC’s failure to render a final determination on the protest. Protests should be filed with the appropriate FRA Regional Office with a concurrent copy to the grantee. The protest filed with FRA shall:

- Include the name and address of the protestor.
- Identify the grantee, project number, and the number of the contract solicitation.
- Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- Include a copy of the local protest filed with the grantee and a copy of the grantee’s decision, if any.

FRA may dismiss the protest without further process if the protest, as originally filed, fails to establish grounds for FRA review.

ATTACHMENT C – FRA REQUIREMENT
RAILROAD BRIDGE INVENTORY

49 CFR Part 237

Penalties, Railroad Safety, Bridge Safety, Reporting, and Recordkeeping Requirements.

The Rule

In consideration of the foregoing, FRA amends chapter II, subtitle B, of title 49, Code of Federal Regulations by removing appendix C to part 213 and adding part 237 as follows:

PART 213 – [AMENDED}

1. The authority citation for part 213 continues to read as follows:

Authority: 49 U.S.C. 20102-20114 and 20142; 28 U.S.C. 2461, note; and 49 CFR 1.49.

Appendix C to Part 213 – [Removed]

2. In part 213, remove appendix C,

3. Add part 237 to read as follows:

PART 237 – BRIDGE SAFETY STANDARDS

Subpart A - General

Sec.

237.1 Application.

237.3 Responsibility for compliance.

237.5 Definitions.

237.7 Penalties.

237.9 Waivers.

Subpart B – Railroad Safety Assurance

237.31 Adoption of bridge management programs.

237.33 Content of bridge management programs.

Subpart C – Qualifications and Designations of Responsible Persons

237.51 Railroad bridge engineers.

237.53 Railroad bridge inspectors.

237.55 Railroad bridge supervisors.

237.57 Designation of individuals.

Subpart D – Bridge Inspection

Authority: 49 U.S.C. 20102-20114; P.L. 110-432, division A, section 417; 28 U.S.C. 2461, note; and 49 CFR 1.49.

Subpart A – General

<u>§ 237.1 Application</u>

(a) Except as provided in paragraphs (b) and (c) of this section, this part applies to all owners of railroad track with a gage of two or more and which is supported by a bridge.

(b) This part does not apply to bridges on track used exclusively for rapid transit operations in an urban area that are not connected with the general railroad system of transportation.

(c) This part does not apply to bridges located within an installation which is not part of the general railroad system of transportation and over which trains are not operated by a railroad.

<u>§ 237.3 Responsibility for compliance.</u>

(a) Except as provided in paragraph (b) of this section, an owner of track to which this part applies is responsible for compliance.

(b) If an owner of track to which this part applies assigns responsibility for the bridges that carry the rack to another person (by lease or otherwise), written notification of the assignment shall be provided to the appropriate FRA Regional Office at least 30 days in advance of this assignment. The notification may be made by any party to that assignment, but shall be in writing and include the following:

(1) The name and address of the track owner;

(2) The name and address of the person to whom responsibility is assigned (assignee);

(3) A statement of the exact relationship between the track owner and the assignee;

(4) A precise identification of the track segment and the individual bridges in the assignment;

(5) A statement as to the competence and ability of the assignee to carry out the bridge safety duties of the track owner under this part; and

(6) A statement signed by the assignee acknowledging the assignment to him of the responsibility for purposes of compliance with this part.

(c) The Administrator may hold the track owner or the assignee, or both, responsible for compliance with this part and subject to penalties under §237.7.

(d) A common carrier by railroad which is directed by the Surface Transportation Board to provide service over the track of another railroad under 49 U.S.C. 11123 is considered the owner of the track for purposes of the application of this part during the period the directed service order remains in effect.

(e) When any person, including a contractor for a railroad or track owner, performs any function required by this part, that person is required to perform that function in accordance with this part.

(f) Where an owner of track to which this part applies has previously assigned responsibility for a segment of track to another person as described in 49 CFR 213,5(c), additional notification to FRA is not required.

(g) FRA reserves the right to reject an assignment of responsibility under §237.3(b) for cause shown.

§ 237.5 Definitions

For the purposes of this part –

Bridge modification means a change to the configuration of a railroad bridge that affects the load capacity of the bridge.

Bridge repair means remediation of damage or deterioration which has affected the structural integrity of a railroad bridge.

Railroad Bridge means any structure with a deck, regardless of length, which supports one or more railroad tracks, or any other under grade structure with an individual span length of ten feet or more located at such depth that it is affected by live loads.

Track owner means a person responsible for compliance in accordance with § 237.3

§ 237.7 Penalties

(a) Any person who violates any requirement of this part or causes the violation of any such requirement is subject to a civil penalty of at least $650 and not more than$25,000 per violation, except that: Penalties maybe assessed against individuals only for willful violations, and, where a grossly negligent violation or pattern or repeated violations has created an imminent hazard of death or injury to persons, or has caused death or injury, a penalty not to exceed $100,000 per violation may be assessed. “Person” means an entity of any type covered under 1 U.S. C. 1, including but not limited to the following: a railroad; a manager; supervisor; official; or other employee or agent of a railroad; any owner, manufacturer, Lessor, or Lessee of railroad equipment, track, or facilities; any independent contractor providing goods or services to a railroad; any employee of such owner, manufacturer, Lessor, Lessee, or independent contractor, and anyone held by the Administrator of the Federal Railroad Administration to be responsible under § 237.3(d).

(b) Any person who knowingly and willfully falsifies a record or report required by this part may be subject to criminal penalties under 49 U.S.C. 21311.

§ 237.9 Waivers

(a) Any person subject to a requirement of this part may petition the administrator for a waiver of compliance with such requirement. The filing of such a petition does not affect the person’s responsibility for compliance with that requirement while the petition is being considered.

(b) Each petition for waiver must be filed in the manner and contain the information required by part 211 of this chapter.

(c) If the Administrator finds that a waiver if compliance is in the public interest and is consistent with railroad safety, the Administrator may grant the waiver subject to any conditions the Administrator deems necessary. If a waiver is granted, the Administrator publishes a notice in the Federal Register containing reasons for granting the waiver.

Subpart B – Railroad Bridge Safety Assurance

§237.31 Adoption of bridge management programs

Each track owner shall adopt a bridge safety management program to prevent the deterioration of railroad bridges by preserving their capability to safely carry the traffic to be operated on them, and reduce the risk of human causalities, environmental damage, and disruption to the Nation’s railroad transportation system that would result from a catastrophic bridge failure, no later than the dates in the following schedule:

(a) March 14, 2011: Class I carriers;

(b) March 14, 2011: Owners of track segments which are part of the general railroad system of transportation and carry more than ten scheduled passenger trains per week;

(c) September 13, 2011: Class II carriers to which paragraph (b) of this section does not apply; and

(d) September 13, 2012: all other track owners subject to this part and not described by paragraphs (a) through (c) of this section.

§ 237.33 Content of bridge managements programs

Each bridge management program adopted in compliance with this part shall include, as a minimum, the following:

(a) An accurate inventory of railroad bridges, which shall include a unique identifier for each bridge, its location, configuration, type of construction, number of spans, span lengths, and all other information necessary to provide for the management of bridge safety;

(b) A record of the safe load capacity of each bridge;

(c) A provision to obtain and maintain the design documents of each bridge if available , and to document all repairs, modifications, and inspections of each bridge; and

(d) A bridge inspection program covering as a minimum:

(1) Inspection personnel safety considerations;

(2) Types of inspection including required detail;

(3) Definitions of defect levels along with associated condition codes if condition codes are used;

(4) The method of documenting inspections including standard forms or formats;

(5) Structure type and component nomenclature; and

(6) Numbering or identification protocol for substructure units, spans, and individuals components.

Subpart C – Qualifications and Designations of Responsible Persons

§ 237.51 Railroad bridge engineers

(a) A railroad bridge engineer shall be a person who is determined by the track owner to be competent to perform the following functions as they apply to the particular engineering work to be performed:

(1) Determine the forces and stresses in railroad bridges and bridge components;

(2) Prescribe the safe loading conditions for railroad bridges;

(3) Prescribe inspection and maintenance procedures for railroad bridges; and

(4) Design repairs and modifications to railroad bridges.

(b) The educational qualifications of a railroad bridge engineer shall include either:

(1) A degree in engineering granted by a school of engineering with at least one program accredited by ABET, Inc. or its successor organization as a professional engineering curriculum, or a degree from a program accredited as a professional engineering curriculum by a foreign organization recognized by ABET, Inc. or it successor; or

(2) Current registration as a professional engineer.

(c) Nothing in this part affects the State’s authority to regulate the professional practice of engineering.

§ 237.53 Railroad bridge inspectors

A railroad bridge inspector shall be a person who is determined by the track owner to be technical competent to view, measure, report, and record the condition of a railroad bridge and its individual components which that person is designated to inspect. An inspector shall be designated to authorize or restrict operation of railroad traffic over a bridge according to its immediate condition or state of repair.

§ 237.55 Railroad bridge supervisors

A railroad bridge supervisor shall be a person, regardless of position title, who is determined by the track owner to be technically competent to supervise the construction, modification, or repair of a railroad bridge in conformance with common or particular specifications, plans, and instructions applicable to the work to be performed, and to authorize or restrict the operation of railroad traffic over a bridge according to its immediate condition or state of repair.

§ 237.57 Designations of individuals

Each track owner shall designate those qualified as railroad bridge engineers, railroad bridge inspectors and railroad bridge supervisors. Each individual designation shall include the basis for the designation in effect and shall be recorded.

Subpart D – Capacity of Bridges

§ 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 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 meted 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 no 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 traffic being operated, a new capacity shall be determined.

(g) Load capacity may be expressed in term of numerical values related to a standard system of bridge loads, but 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 the produces forces greater than the normal capacity shall be subject to any restrictions or conditions that may be prescribed by a railroad bridge engineer.

§ 237.73 Protection of bridges from over-weight and over-dimension loads

(a) Each track owner shall issue instructions to the personnel who are responsible for the configuration and operation of trains over its bridges to prevent the operation of cars, locomotives and other equipment that would exceed the capacity or dimensions of its bridges.

(b) The instructions regarding weight shall be expressed in terms of maximum equipment weights, and either minimum equipment lengths or axle spacing.

(c) The instructions regarding the dimension shall be expressed in terms of feet and inches of cross section and equipment length, in accordance with common railroad industry practice for reporting dimensions of exceptional equipment in interchange in which height above top-of-rail is shown for each cross section measurement, followed by the width of the car of the shipment of that height.

(d) The instructions may apply to individual structures, or to a defined line segment or group(s) of line segments, where the published capacities and dimensions are within the limits of all structures on the subject line segments.

Subpart E – Bridge Inspection

§ 237.101 Scheduling of bridge inspections

(a) Each bridge management program shall include a provision for scheduling an inspection for each bridge in railroad service at least once a in each calendar year, with not more than 540 days between any successive inspections.

(b) A bridge shall be inspected more frequently than provided for in the bridge management program when a railroad bridge engineer determines that such inspections frequency is necessary considering conditions noted on prior inspections, the type and configuration of the bridge, and the weight and frequency of traffic carried on the bridge.

(c) Each bridge management program shall define requirements for the special inspection of the bridge to be performed whenever the bridge is involved in an event which might have compromised the integrity of the bridge, including but not limited to a flood, fire, earthquake, derailment, or vehicular or vessel impact.

(d) Any railroad ridge that has not been in railroad service and has not been inspected in accordance with this section within the previous 540 days shall be inspected and the inspection report reviewed by a railroad bridge engineer prior to the resumption of railroad service.

§ 237.103 Bridge inspection procedures

(a) Each bridge management program shall specify the procedures to be used for individual bridges or classes and types of bridges

(b) The bridge inspection procedures shall be as specified by a railroad bridge engineer who is designated as responsible for the conduct and review of the inspections. The inspection procedures shall incorporate the methods, means of access, and level of detail to be recorded for the various components of that ridge or class of bridges.

(c) The bridge inspection procedures shall ensure that the level of detail and the inspection procedures an appropriate to: the configuration of the bridge; conditions found during previous inspections, the nature of railroad traffic moved over the bridge (including equipment weights, train frequency and length, levels of passenger and hazardous materials traffic); and vulnerability of the bridge to damage.

(d) The bridge inspection procedures shall be designated to detect, report, and project deterioration and deficiencies before they present a hazard to safe train operation.

§ 237.105 Special inspections

(a) Each bridge management program shall prescribe a procedure for protection of train operations and for inspection of any bridge that might have been damaged by a natural or accidental event, including but not limited to a flood, fire, earthquake, derailment, or vehicular or vessel impact.

(b) Each bridge management program shall provide for the detection of scour or deterioration of bridge components that are submerged, or that are subject to water flow.

§ 237.107 Conduct of bridge inspections

Bridge inspections shall be conducted under the direct supervision of a designated railroad bridge inspector, who shall be responsible for the accuracy of the results and the conformity of the inspection to the bridge management program.

§ 237.109 Bridge inspection records

(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 by 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 bride 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 30120 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 completion of the inspection. Records for 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.

§ 237.111 Review of bridge inspection reports

Bridge inspection reports shall be reviewed by railroad supervisors and railroad bridge engineers to:

(a) Determine whether inspections have been performed in accordance with the prescribed schedule and specified procedures;

(b) Evaluate whether nay items on the report represent a present or potential hazard to safety;

(c) Prescribe any modifications to the inspection procedures or frequency for teat particular bridge;

(d) Schedule any repairs or modifications to the bridge required to maintain its structural integrity; and

(e) Determine the need for further higher-level review.

Subpart F – Repair and Modification of Bridges

§ 237.131 Design

Each repair or modification which materially modifies the capacity of a bridge or the stresses in any primary lad-carrying component of a bridge shall be designed by a railroad bridge engineer. The design shall specify the manner in which railroad traffic or other live loads may be permitted on the bridge while it is being modified or repaired. Designs and procedures for repair or modification of bridges of a common configuration, such as timber trestles, or instructions for in-kind replacement of bridge components, may be issued as a common standard. Where commons standards addresses procedures and methods that could materially modify the capacity of a bridge or the stresses in any primary load-carrying component of a bridge, the standard shall be designed and issued by a qualified railroad bridge engineer.

§ 237.133 Supervision of repairs and modifications

Each repair or modification pursuant to this part shall be performed under the immediate supervision of a railroad bridge supervisor as defined in §237.55 of this part who is designated and authorized by the track owner to supervise the particular work to be performed. The railroad bridge supervisor shall ensure that railroad traffic or other live loads permitted on the bridge under repair or modification are in conformity with the specifications in the design.

Subpart G – Documentation, Records, and Audits of Bridge Management Programs

§ 237.151 Audit; general

(a) Each program adopted to comply with this part shall include provisions for auditing the effectiveness of the several provisions of that program, including the validity of bridge inspection reports and bridge inventory data, and the correct application of movement restrictions to railroad equipment of exceptional weight or configuration.

(b) The inspection audit shall include an evaluation of a representative sampling of bridge inspection reports at the bridges noted on the repots to determine whether the reports accurately describe the condition of the bridge.

§ 237.15 Documents and records

Each track owner required to implement a bridge management program and keep records under this part shall make those program documents and records available for inspection and reproduction by the Federal Railroad Administration.

(a) Electronic recordkeeping: general. For purposes of compliance with the recordkeeping requirements of this part, a tack owner may create and maintain any of the records required by this part through electronic transmission, storage, and retrieval provided that all of the following conditions are met:

(1) The system used to generate the electronic record meets al requirements of this subpart;

(2) The electronically generated record contains the information required;

(3) The track owner monitors its electronic records database through sufficient number of monitoring indicators to ensure a high degree of accuracy of those records;

(4) The track owner shall train its employees who use the system on the proper use of the electronic recordkeeping system; and

(5) The track owner maintains an information technology security program adequate to ensure the integrity of the system, including the prevention of unauthorized access to the program logic or individual records.

(b) System security

The integrity of the bridge inspection records must be protected by a security system that incorporates a user identity and password, or a comparable method, to establish appropriate levels of program and record data access meeting all of the following standards:

(1) Not two individuals have the same electronic identity;

(2) A record cannot be deleted or altered by any individual after the record is certified by the employee who created the record;

(3) Any amendment to a record is either –

(i) Electronically stored apart from the record it amends; or

(ii) Electronically attached to the record as information without changing the original record;

(4) Each amendment to a record uniquely identifies the person making the amendment; and

(5) The electronic system provides for the maintenance of inspection records as originally submitted without corruption or loss of data.

Appendix A to Part 237 – Supplemental Statement of Agency Policy on the Safety of Railroad Bridges

A statement of Agency Policy on the Safety of Railroad Bridges was originally published by FRA in 2000 as Appendix C of the Federal Track Safety Standards, 49 CFR 213. With the promulgation of 49 CFR 237, Bridge Safety Standards, many of these non-regulatory provisions in that Policy Statement have been incorporated into the bridge safety standards in this part.

However, FRA has determined that other non-regulatory items are still useful as information and guidance for track owners. These provisions of the Policy Statement are therefore retained and placed in this Appendix in lieu of their former location in the Track Safety Standards.

GENERAL

(1) The structural integrity of bridges that carry railroad tracks is important to the safety of railroad employees and to the public. The responsibility for the safety of railroad bridges is specified in § 237.3, “Responsibility for compliance.”

(2) The capacity of a bridge to safely support its traffic can be determined only by intelligent application of engineering principles and the law of physics. Track owners should use those principles to assess the integrity of railroad bridges.

(3) The long term ability of a structure to perform its function is an economic issue beyond the intent of this policy. In assessing a bridge’s structural condition, FRA focuses on the present safety of the structure, rather than its appearance or long-term usefulness.

(4) FRA inspectors conduct regular evaluations of railroad bridge inspection and management practices. The objective of these evaluations is to document the practices of the evaluated railroad, to disclose any program weaknesses that could affect the safety of the public or railroad employees, and to assure compliance with the terms of this regulation. If the evaluation discloses problems, FRA seeks a cooperative resolution. If safety is jeopardized by a track owner’s failure to resolve a bridge problem, FRA will use appropriate measures, including assessing civil penalties and issuance of emergency orders, to protect the safety of railroad employees and the public.

(5) This policy statement addresses the integrity of bridges that carry railroad tracks. It does not address the integrity of other types of structures on railroad property (i.e. tunnels, highway bridges, over railroads, or other structures on or over the right-of-way).

(6) The guidelines published in this statement are advisory. They do not have the force of regulation or orders, which FRA may enforce using civil penalties or other means. The guidelines supplement the requirements of part 237 and are retained for information and guidance.

GUIDELINES

(1) Responsibility for safety of railroad bridges

(a) The responsibility for the safety of railroad bridges is specified in § 237.3.

(b) The track owner should maintain current information regarding loads that may be operated over the bridge, either from its own engineering evaluations or as provided by a competent engineer representing the track owner. Information on permissible loads may be communicated by the track owner either in terms of specific car and locomotive configurations and weights, or as values representing a standard railroad rating reference system. The most common standard railroad bridge rating reference system incorporated in the Manual for Railroad Engineering of the American Railway Engineering and Maintenance-of-Way Association is the dimensional and proportional load configuration devised by Theodore Cooper. Other references may be used where convenient, provided their effects can be defined in terms of shear, bending and pier reactions as necessary for a comprehensive evaluation and statement of the capacity of a bridge.

(c) The owner of the track on a bridge should advise other railroads operating on that track of the maximum loads permitted on the bridge stated I terms of car and locomotive configurations and weights. No railroad should operate a load which exceeds those limits without specific authority from, and in accordance with restrictions placed by, the track owner.

(2) Capacity of railroad bridges

(a) The safe capacity of railroad bridges should be determined pursuant to § 237.71.

(b) Proper analysis of a bridged requires knowledge of the actual dimensions, materials, and properties of the structural members of the bridge, their condition, and the stresses imposed in those members by the service loads.

(c) The factors which were used for the design of a bridge can generally be used to determine and rate the load capacity of a bridge provided:

(i) The condition of the bridge has not changed significantly; and

(ii) The stresses resulting from the service loads can be correlated to the stresses for which the bridge was designed or rated.

(3) Railroad bridge loads

(a) Control of loads is governed by § 237.73

(b) Authority for exceptions. Equipment exceeding the nominal weight restriction on a bridge should be operated only under conditions determined by a competent railroad bridge engineer who has properly analyzed the stresses resulting from the proposed loads and has determined that the proposed operation can be conducted safely without damaging the bridge.

(c) Operating conditions. Operating conditions for exceptional loads may include speed restrictions, restriction of traffic from adjacent multiple tracks, and weight limitations on adjacent cars in the same train.

(4) Railroad bridge records

(a) The organization responsible for the safety of a bridge should keep design, construction, maintenance and repair records readily accessible to permit the determination of safe loads. Having designs or rating drawings and calculations that conform to the actual structure greatly simplifies the process of making accurate determinations of safe bridge loads. This provision is governed by § 237.33.

(b) Organizations acquiring railroad property should obtain original or usable copies of all bridge records and drawings, and protect or maintain knowledge of the location the original records.

<u>(5) Specifications for design and rating of railroad bridges</u>

(a) The recommended specifications for the design and rating of bridges are those found in the Manual for Railway Engineering published by the American Railway Engineering and Maintenance-of-Way Association. These specifications incorporate recognized principles of structural design and analysis to provide for the safe and economic utilization of railroad bridges during their useful lives. These specifications are continually reviewed and revised by committees of competent engineers. Other specifications for design and rating, however, have been successfully used by some railroads and may continue to be suitable.

(b) A bridge can be rated for capacity according to current specifications regardless of the specification to which it was originally designed.

<u>(6) Periodic inspection of railroad bridges</u>

(a) Periodic bridge inspections by competent inspectors are necessary to determine whether a structure conforms to its design or rating condition and, if not, the degree of non-conformity. See §237.101. Section 237.101(a) calls for every railroad bridge to be inspected at least once in each calendar year. Deterioration or damage may occur during the course of a year regardless of the level of traffic that passes over a bridge. Inspections more frequent intervals may be required by the nature or condition of a structure or intensive traffic levels.

<u>(7) Underwater inspection of railroad bridges.</u>

(a) Inspection of bridges should include measuring and recording the condition of substructure support at locations subject to erosion by moving water.
(b) Stream beds often are not visible to the inspector. Indirect measurements by sounding, probing, or any other appropriate means are necessary in these cases. A series of records of these readings will provide the best information in the event unexpected changes suddenly occur. Where such indirect measurements do not provide the necessary assurance of foundation integrity, diving inspections should be performed as prescribed by a competent engineer.

<u>8. Seismic considerations</u>

(a) Owners of ridges should be aware of the risks posed by earthquakes in the areas in which their bridges are located. Precautions should be taken to protect the safety of trains and the public following and earthquake.

(b) Contingency plans for seismic events should be prepared in advance, taking into account the potential for seismic activity in the area.

(c) The predicted attenuation of ground motion varies considerably within the United States. Local ground motion attenuation values and the magnitude of an earthquake both influence the extent of the area affected by an earthquake. Regions with low frequency of seismic events produce less data from which to predict attenuation factors. That uncertainty should be considered when designating the area in which precautions should be taken following the first notice of an earthquake. In fact, earthquakes in such regions might propagate their effects over much wider areas than earthquakes of the same magnitude in regions with frequent seismic activity.

9. Special inspections of railroad bridges

Requirements for special inspections of railroads bridges are found in § 237.105

10. Railroad bridge inspection records

(a) The requirements for recording and reporting bridge inspection are found in §237.105.

(b) Information from bridge inspection reports should be incorporated into a bridge management program to ensure that exceptions on the reports are corrected or accounted for. A series of inspection reports prepared over time should be maintained so as to provide a valuable record of trends and rates of degradation of bridge components. The reports should be structured to promote comprehensive inspections and effective communication between an inspector and an engineer who performs an analysis of a bridge.

(c) An inspection report should be comprehensible to a competent person without interpretation by the reporting inspector.

11. Railroad bridge inspectors and engineers

(a) Bridge inspections should be performed by technicians whose training and experience enable them to detect and record indications of distress on a bridge. Inspectors should provide accurate measurements and other information about the condition of the bridge in enough detail so that an engineer can make a proper evaluation of the safety of the bridge. Qualifications of personnel are addressed in subpart C to part 237.

(b) Accurate information about the condition of a bridge should be evaluated by an engineer who is competent to determine the capacity of the bridge. The inspector and the evaluator often are not the same individual; therefore, the quality of the bridge evaluation depends on the quality of communication between them. Review of inspection reports is addressed in § 237.111.

12. Scheduling inspections

(a) A bridge management program should include a means to ensure that each bridge under the program is inspected at the frequency prescribed for that bridge by a competent engineer. Scheduling of bridge inspections is addressed in § 237.101.

(b) Bridge inspections should be scheduled from an accurate bridge inventory list that includes the due date of the next inspection.

13. Special considerations for railroad bridges

Railroad bridges differ from other types of bridges in the types of loads they carry, in their modes of failure and indications of distress, ad in their construction details and components. Proper inspection and analysis of railroad bridges require familiarity with the loads, details and indications of distress that is unique to this class of structure. Particular care should be taken that modifications to railroad bridges, including retrofits for protection against the effects of earthquakes, are suitable for the structure to which they are applied. Modifications should not adversely affect the serviceability of neither the bridge nor its accessibility for periodic or special inspection.

14. Railroad implementation of bridge safety programs

FRA recommends that each track owner or other entity which is responsible for the integrity of bridges which support its track should comply with the intent of this regulation by adopting and implementing an effective and comprehensive program to ensure the safety of its bridges. The bridge safety program should incorporate the following essential elements, applied according to the configuration of the railroad and its bridges. The basis of the program should be in one comprehensive and coherent document which is available to all railroad personnel and other persons who are responsible for the application of any portion of the program. The program should include:

(a) Clearly defined roles and responsibilities of all persons who are designated or authorized to make determinations regarding the integrity of the track owner's bridges. The designations may be made by position of by individual;

(b) Provisions for complete inventory of bridges that carry the owner's track, to include the following information on each bridge:

- (1) A unique identifier, such as a milepost location and subdivision code;
- (2) The location of the bridge by nearest town o station, and geographic coordinates;
- (3) The name of the geographic features crossed by the bridge;
- (4) The number of tacks on the bridge;
- (5) The number of spans on the bridge;
- (6) The length of the spans;
- (7) Types of construction of:
  - (i) Substructure;
  - (ii) Superstructure; and
  - (iii) Deck;
- (8) Overall length of the bridge;
- (9) Dates of:
  - (i) Construction;
  - (ii) Major renovation; and
  - (iii) Strengthening; and
- (10) Identification of entities responsible for maintenance of the bridge or its different components.

(c) Known capacity of its bridges as determined by rating by competent railroad bridge engineer or by design documents;

(d) Procedures for the control of movement of high, wide, or heavy loads exceeding the nominal capacity of bridges;

(e) Instructions for the maintenance of permanent records of design, construction, modification, and repair;

(f) Railroad-specific procedures and standards for design and rating of bridges;

Detailed bridge inspection policy, including:

- (1) Inspector qualifications; including:
  - (i) Bridge experience or appropriate educational training;
  - (ii) Training o bridge inspection procedures; and
  - (iii) Training on Railroad Workplace Safety; and;
- (2) Type and frequency of inspection; including:
  - (i) Periodic (at least annually);

(ii) Underwater;
(iii) Special;
(iv) Seismic; and
(v) Cursory inspections of overhead bridges that are not the responsibility of the railroad;

(3) Inspection schedule for each bridge;

(4) Documentation of inspections; including:
(i) Date;
(ii) Name of inspector;
(iii) Reporting format; and
(iv) Coherence of information;

(5) Inspection Report Review Process:

(6) Record Retention; and

(7) Tracking of critical deficiencies to resolution; and

(h) Provide for the protection of train operations following an inspection, noting a critical deficiency, repair, modification or adverse event and should include:

(1) A listing of qualifications of personnel permitted to authorize train operations following an adverse event; and
(2) Detailed internal program audit procedures to ensure compliance with the provisions of the program.

Appendix B to Part 237 – Schedule of Civil Penalties

APPENDIX B TO PART 237 – SCHEDULE OF CIVIL PENALTIES[1]

Section[2]	Violation	Willful Violation
Subpart B – Railroad Bridge Safety Assurance		
237.31 Adoption of bridge management program	$9,500	$17,000
237.33 Content of bridge management program		
(a) Inventory of railroad bridges	$2,500	$10,000
(b) Record of safe load capacity	$5,500	$10,000
(c) Provision to obtain and maintain		
(i) Design documents	$5,500	$10,000
(ii) Documentation of repairs and modifications	$2,500	$5,000
(iii) Inspection reports	$2,500	$5,000
(d) Bridge inspection program content	$2,500	$5,000

Subpart C – Qualification and Designation of Responsible Persons		
237.51 Railroad bridge engineers		
(a) Competency	$5,500	$10,000
(b) Educational qualifications	$2,500	$5,000
237.53 Railroad bridges inspectors	$5,500	$10,000
237.55 Railroad bridge supervisors	$5,500	$10,000
237.57 Designation of individuals	$2,550	$5,000

Subpart D – Capacity of Bridges		
237.71 Determination of bridge load capacities		
(a) Safe load capacity	$5,500	$10,000
(b) Load capacity documented	$5,000	$10,000
(c) Load capacity determined by a railroad bridge engineer	$5,500	$10,000
(d) Method of load capacity determination	$2,500	$5,000
(e) Prioritization of load capacity determination	$2,500	$5,000
(f) New load capacity determined due to change in condition	$2,500	$5,000
(g) Load capacity stated in terms of weight & length of equipment	$2,500	$5,000
(h) Restriction on operations by railroad bridge engineer	$5,500	$10,000
237.73 Protection of bridge from over-weight & over-dimension equipment		
(a) Instructions issued	$5,500	$10,000
(b) Weight instructions	$2,500	$5,000
(c) Dimensional instructions	$2,500	$5,000
(d) Incorrect instructions issued	$2,500	$5,000

Subpart E – Bridge Inspection		
237.101 Scheduling of bridge inspections		
(a) Scheduling		
(i) Failure to inspect	$9,500	$17,000
(ii) Inspection within calendar year	$2,500	$5,000
(iii) Inspection exceeding 540 days	$2,500	$5,000
(b) Increased inspection frequency	$5,500	$10,000
(c) Special inspections	$2,500	$5,000
(d) Resumption of railroad operations prior to inspection & review	$9,500	$17,000
237.103 Bridge inspection procedures	$2,500	$5,000
237.105 Special inspections		
(a) Procedures to protect train operations and requiring special inspections	$2,500	$5,000
(b) Provision for the detection of scour or underwater deterioration	$2,500	$5,000
237.107 Conduct of bridge inspections	$5,500	$10,000
237.109 Bridge inspection records		
(a) Record of inspection	$2,500	$5,000
(b) Inspection record		
(i) Certification and date	$2,500	$5,000
(ii) Falsification		$17,000
(c) Inspection record information	$2,500	$5,000
(d) Initial report within 30 days	$2,500	$5,000
(e) Final inspection report within 120 calendar days	$2,500	$5,000
(f) Retention	$2,500	$5,000
(g) Prompt reporting of dangerous conditions	$5,500	$10,00
237.111 Review of bridge inspection reports		
(a) Review by railroad bridge engineers and supervisors	$2,500	$5,000
(b) Appropriate action concerning present or potential safety hazards	$5,500	$10,00
(c) Modification of inspection frequency or procedures	$2,500	$5,000
(d) Scheduling remedial action	$2,500	$5,000
(e) Higher-level review	$2,500	$5,000

Subpart F – Repair and Modification of Bridges		
237.131 Design	$5,500	$10,000
237.133 Supervision of repairs and modifications	$5,500	$10,000

Subpart G – Documentation, Recorders & Audits of Bridge Management Programs		
237.151 Audits; general	$2,500	$5,000
237.153 Audits of inspections	$2,500	$5,000
237.155 Documents and records		
(a) Electronic recordkeeping, general	$2,500	$5,000
(b) System security	$2,500	$5,000

[1] A penalty may be assessed against an individual only for a willful violation. The Administrator reserves the right to assess a penalty of up to $100,000 for any violation where circumstances warrant. (See 49 CFR part 209, appendix A).

[2] The penalty schedule uses section numbers from 49 CFR part 237. If more than one item is listed as a type of violation of a given section, each item is also designated by a “penalty code,” which is used to facilitate assessment of civil penalties, and which may not correspond to any subsection designation(s). For convenience, penalty citations will cite the CFR section and the penalty code, if any. FRA reserves the right, should litigation become necessary, to substitute in its complaint the CFR citation in place of the combined CFR and pen

Item #9G

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **SALLY DEGEORGE, FINANCE DIRECTOR**

SUBJECT: **BUDGET AMENDMENTS FOR PROJECT BALANCES**

RECOMMENDATION:

- Amend the VCTC Fiscal Year 2013/2014 budget for expenditures in programs listed below to be funded from carry-forward balances from Fiscal Year 2012/2013.

DISCUSSION

The Fiscal Year 2013/2014 budget was in part prepared on estimates for projects that occurred in Fiscal Year 2012/2013. Some projects experienced delays; therefore, staff is recommending the following budget amendments to increase the Fiscal Year 2013/2014 budget by the following carry-over amounts:

Budget	Increase	Funding	Explanation
Senior and Disabled Transportation			
- East County ADA	$50,000	FTA	Funds delayed
GoVentura Smartcard			
- Bus Equipment and Installations	11,400	FTA/LTF	Project delayed
- Equipment	900	LTF	Project delayed
Santa Paula Branch Line			
- Consultant	25,000	STA	Project delayed

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Item #9H

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: VISTA FY 2013/2014 COOPERATIVE AGREEMENT- CSUCI

RECOMMENDATION:

- Approve the FY 2013/2014 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI)

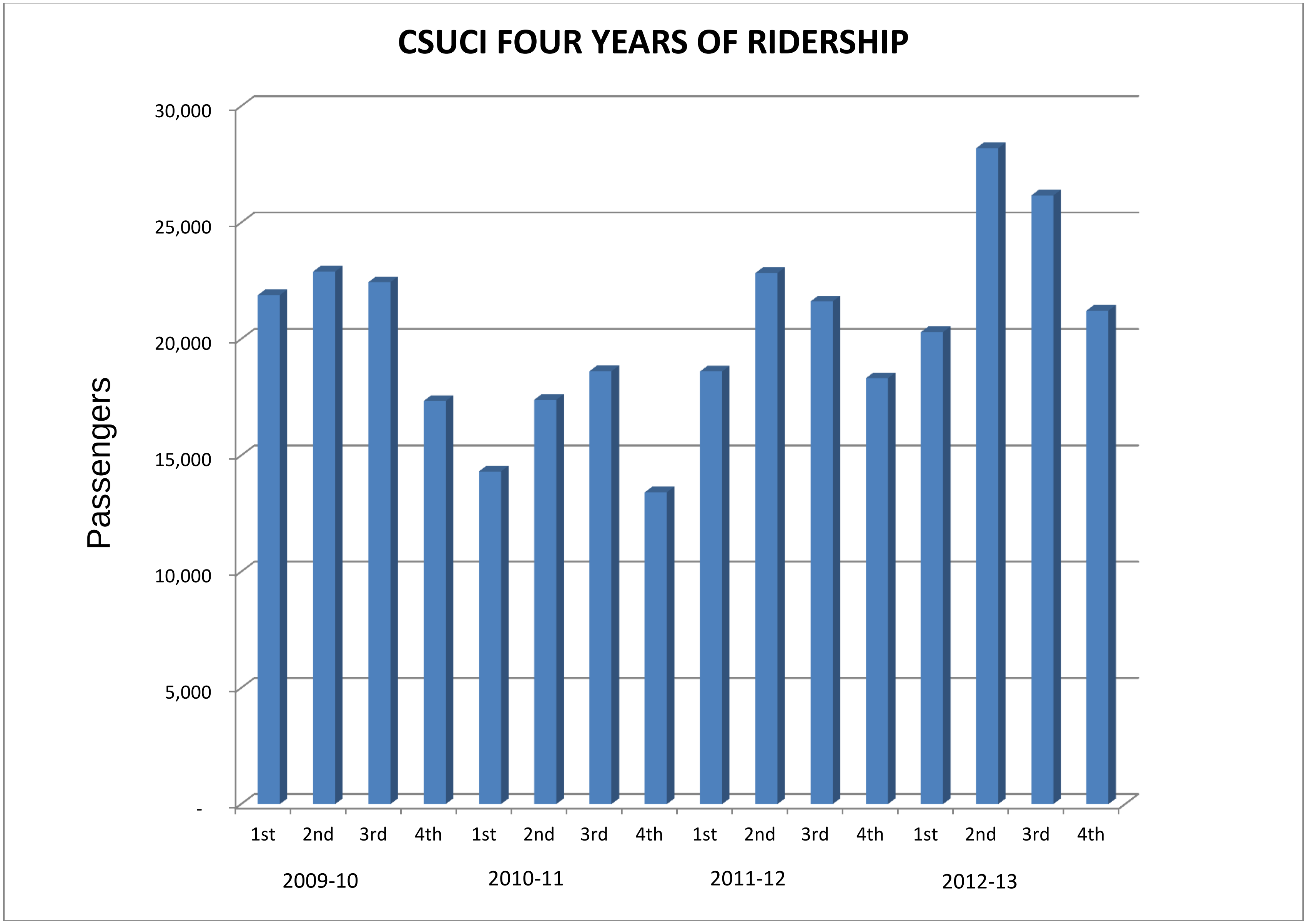
BACKGROUND:

For the past thirteen years, VISTA has operated shuttle buses from the Camarillo Metrolink Station to CSUCI and from Oxnard “C” Street to CSUCI. During the first three years, the service qualified as a CMAQ (Congestion Management and Air Quality) Demonstration Program and, as such, received federal funding for 80% of the total cost. Subsequently, the route became a regular VISTA service beginning in 2002-03. As a regular service, FTA will reimburse 80% of capital costs only. For 2013-14 these FTA funds will amount to approximately $394,952.

The attached agreement with CSUCI provides that the University reimburse the remaining costs (20% of capital plus 100% of operating costs, as well as VCTC’s administrative expenses, less net credits) which total $440,200.

Attached is a graph of CSUCI ridership showing a slight dip in fiscal year 2010-11 ridership. However, ridership trends during the past two years have shown a steady increase in passengers.

Attachments: Ridership Graph
Agreement Number 2903- 1 Page
Rider A- Amendment #14, 4 Pages
Rider B, General Provisions- 4 Pages


CSUCI FOUR YEARS OF RIDERSHIP
Passengers
30,000
25,000
20,000
15,000
10,000
5,000
-
1st
2nd
3rd
4th
2009-10
2010-11
2011-12
2012-13

AMENDMENT FOURTEEN TO COOPERATIVE AGREEMENT

BETWEEN
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY ON BEHALF OF CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS

AND

THE VENTURA COUNTY TRANSPORTATION COMMISSION

FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2014

This Fourteenth Amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 20013/2014 and is based on the following facts which are material to its execution by the parties:

I. As a part of its certification of the Environmental Impact Report for the development, the CAMPUS agreed to develop an alternative transportation system to move employees and students at CI to and from the campus. This provision was designed to reduce the negative impacts of increased traffic from development of CI and promote improved air quality;

II. As a central element in the development of a "Green Campus" university dedicated to the enhancement of the environment in Ventura County, shuttle bus service has been implemented at key transfer points to increase transportation alternatives available to students, staff members and visitors to and from the CAMPUS. The objectives are to reduce traffic congestion, protect air quality, mitigate noise and protect agriculture;

III. For the first three years (August 1999 through June 2002) VCTC provided a grant of federal Congestion Management and Air Quality (CMAQ) Funds to the CAMPUS for the development and operation of a shuttle bus system. The CMAQ Grant was managed by VCTC on behalf of the Trustees of the California State University.

IV. The CMAQ program provides funds for a maximum of three years, which is considered a “demonstration period.” The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the
Federal Transportation Administration (FTA). During the following years; FY 2002-2003 through 2013-14, VCTC obtained FTA funds to pay for approximately half the total cost of operating CAMPUS shuttle bus service.

V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately $394,950 for FY 2013-2014.

VI. VCTC and CI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.

NOW, THEREFORE, in consideration for the foregoing material facts and other consideration by and between the parties, CI and VCTC agree as follows:

A. During the period from July 1, 2013 through June 30, 2014, CI shall provide $440,200 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments and accrued CI credit, will provide full funding for this bus service and VCTC administrative and other operating costs. The amount of $440,200 shall be due and payable during 2013-14 according to the following schedule:

Due Sept 30, 2013	**$ 110,050.00**
Due Nov 30, 2013	**$ 110,050.00**
Due Jan 31, 2014	**$ 110,050.00**
Due April 30, 2014	**$ 110,050.00**

B. VCTC will continue to provide to CI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CI are as follows:

1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2013-2014.

2. Continued identification of future CAMPUS shuttle bus service route expansions, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CI "Green Campus" concept.

3. Provide analytical and technical expertise in support of the CI Transit Twenty Year Plan.

4. Maintain CAMPUS ridership data and trends.

5. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.

6. VCTC will provide a fiscal year financial statement listing actual cost and revenue for operating the CSUCI service and provide information on any adjustment necessary.

THIS AGREEMENT HAS BEEN EXECUTED AS OF JULY 1, 2013 AT CAMARILLO, CALIFORNIA.

ATTEST:

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

____
RICHARD R. RUSH, PRESIDENT
CSU CHANNEL ISLANDS

VENTURA COUNTY TRANSPORTATION COMMISSION

____
STEVE T. SOJKA, CHAIR

APPROVED AS TO FORM

____
STEVEN T. MATTAS, GENERAL COUNSEL, VCTC

APPROVED AS TO CONTENT

____
DARREN KETTLE, EXECUTIVE DIRECTOR, VCTC

RIDER B - GENERAL PROVISIONS FOR SERVICES

1. Commencement of Work
Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices
(a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
(b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
(c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
(d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
(e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds
(a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation
CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status
The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest
(a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
(b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may forseeably have a material effect on any CSU financial interest [reference G.C. 82019].
The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

7. Governing Law
To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments
Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time
Time is of the essence of the Contract.

10. Contract Alterations & Integration
No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity
The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data
The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default
The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

(a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.

(d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.

(e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

(a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

(i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,

(ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders
Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit
For contracts in excess of $10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

25. DVBE and Small Business Participation
The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits
If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)
Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act
For any contract in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:
(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing
All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor
By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.
Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities
The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default
(a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or serves to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority
The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification
Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention
In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts
a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
(i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
(ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
(i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
(ii) development or design of test requirements;
(iii) evaluation of test data;
(iv) direction of or evaluation of another Contractor;
(v) provision of formal recommendations regarding the acquisition of products or services; or
(vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
c) Except as prohibited by law, the restrictions of this Section will not apply:
(i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
(ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations
By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements
Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than $1,000,000 per occurence, and $2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence.
(a) The certificate of insurance shall provide:
(i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
(ii) That the State of California, the Trustees of the California State University, the CSU, and the employees, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
(iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.
(b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
(c) Workers' Compensation insurance coverage as required by the State of California.

Item # 10

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **DARREN KETTLE, EXECUTIVE DIRECTOR**
STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR

SUBJECT: **EXECUTIVE DIRECTOR'S DETERMINATION THAT IMMEDIATE REMEDIAL MEASURES ARE REQUIRED TO INSTALL NEW DRAINAGE PIPES TO IMPROVE DRAINAGE AFFECTING THE SANTA PAULA BRANCH LINE RAISED BERM**

RECOMMENDATION

- Authorize the Executive Director to approve a contract under the authority of PUC section 130235 to design and install new drainage required for the Santa Paula Branch Line raised berm in Fillmore as an immediate remedial measure, all as more fully described below: and

- For information purposes staff has detemined this project is Categorically Exempt from CEQA pursuant to Section15303 of the State CEQA Guidelines.

DISCUSSION

The Executive Director has determined that there is an urgent need requiring immediate remedial measures to add two new 36" drainage pipes adjacent to the existing 18" drainage pipes through the VCTC railroad fill/berm in the City of Fillmore. The work to be undertaken is necessary to satisfy an immediate need to prevent damage to critical rail equipment from surface drainage, and to comply with the provisions of the settlement agreement in the matter of *Beserra, et al. v Griffin Industries Inc., et al. Superior Court* Case No. 56-2010-00373718-CU-OE-VTA.

Public Utility Code section 130235 provides in part that:

> Upon determining that immediate remedial measures to avert or alleviate damage to property, or to replace, repair, or restore damaged or destroyed property, of the commission are necessary in order to ensure that the facilities of the commission are available to serve the transportation needs of the general public, and upon determining that available remedial measures, including procurement or construction in compliance with Sections 130232, 130233, and 130234 are inadequate, the executive director may authorize the expenditure of money previously appropriated specifically by the commission for the direct purchases of goods and services, without following those sections."

The Executive Director is in the process of negotiating a contract with a qualified firm to design and install the drainage pipes in the berm of the Santa Paula Branch Line in the City of Fillmore. It is anticipated that the cost will not exceed $225,000.

In 2009, to dewater land for the construction of homes, a residential development company raised a berm supporting Santa Paula Branch Line railroad tracks in the City of Fillmore. In doing so, a temporary 18" diameter pipe was installed through the berm to provide drainage from agricultural land on the north side of the berm owned by the plaintiffs. Subsequently, a heavy rainstorm caused the agricultural land to flood, causing a significant crop loss. It was determined that the temporary pipe installed by the developer was inadequate to handle the drainage of heavy rainstorms. The owners and operators of the property filed suit against several defendants, including the developer, the City of Fillmore and VCTC. The developer filed for Chapter 7 bankruptcy protection. Its insurer settled part of the lawsuit not including the blockage of drainage from the north side of the tracks. The settlement was on behalf of the City, the developer and the developer's successor in interest to the remaining undeveloped portion of the residentialubdivision. VCTC was left as the remaining defendant with regard to the 2009 berm construction work and the flooding situation. At your May meeting, it was announced that on April 5, 2013 VCTC and the plaintiffs have settled that portion of the lawsuit based on the claim of inverse condemnation. The settlement requires that:

> "VCTC shall contract for the preparation of construction plans, specifications, and installation based on the design prepared by VTN WEST, INC., civil engineering, of two 36-inch pipes through the railroad right of way berm at issue in this case, which was raised by Griffin as described hereinbefore. The design, survey, and construction costs shall be borne by the VCTC, as a material part of the consideration for this settlement. The pipes are to be installed at a height of approximately 6 inches above the current grade of the Beserra Property lying between the berm and Highway 126, approximately ten feet east of the westerly boundary of APN 041-0-260-615 Parcel 10 of the Beserra Property described on Exhibit "A" to the Settlement Agreement and Exhibits "C-1 and C-2" of the Easement Agreement, which are attached hereto. In so doing, the VCTC makes no representation regarding the suitability of the two pipes to accommodate the drainage commensurate with storm events of any rating, including but not limited to 20, 50, and 100-year storm (rain) events. VCTC shall use its best efforts and due diligence to install the two 36-inch pipes not later than September 30, 2013. The purpose of the installation of the two pipes is to substantially restore the natural drainage from the Beserra property to the southwest. The two drainage pipes are temporary and not intended to replace or otherwise alter the drainage plan previously approved for the Project."

In order to comply with VCTC's agreement to use its best efforts and due diligence to install the two pipes not later than September 30, 2013, the Executive Director has determined that immediate remedial action is required and that construction in compliance with the requirements of PUC 130232 (design/bid/build) 130233 (supplies, equipment, materials) and 130234 (great public calamity) are inadequate given the urgent need to use best efforts to complete this work before the next rainy season. Consistent with prior Commission approval, VCTC is relying upon the services of John Dickerson, P.E. of VCE Services, Inc. to oversee the selection and progress of a qualified construction firm to urgently undertake this work.

Staff has determined and the Commission is asked to concur with that determination, that the approval of this contract is Categorically Exempt from CEQA pursuant to Section 15303 of the State CEQA Guidelines in that it involves the construction of limited numbers of new structures that are within the maximum legally allowable on the affected parcel.

Funds to pay for this service are included in the approved Santa Paula branch Line budget for Fiscal Year 2013-14.

Item # 11

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR

SUBJECT: FINAL COMPREHENSIVE TRANSPORTATION PLAN

RECOMMENDATION:

- Approve the Final Comprehensive Transportation Plan (CTP)

DISCUSSION:

At the February 2013 Commission meeting staff presented the Draft Comprehensive Transportation Plan (CTP) for release to the public. Upon Commission direction, staff published the CTP on the web, presented it to a majority of the city councils and convened the Regional and Local Advisory Groups to review the document in a combined meeting on August 27th. Staff received comments at the various venues and made edits accordingly and is presenting the Final CTP to the Commission for approval.

Two substantive additions were made to the CTP through the public review process. The first was recognition of the unfunded investment needed for Freight Movement in the County. The CTP now includes gross estimates of $60 million for the projects that would comprise an intermodal port corridor to and from the Port of Hueneme, including the widening of Hueneme Road, rail grade separation on Rice Avenue and pavement rehabilitation.

Additionally, the CTP now includes a brief discussion of California Assembly Bill 1358 which requires cities and counties take a complete street approach when updating the circulation element of their general plans. While planning for complete streets benefits all users, it also places greater demand on municipalities for very limited resources.

The CTP effort gained consensus on a countywide transportation vision, then overlaid that vision with the realities of current day transportation funding and tested the viability of alternate funding scenarios. With the recognition that County residents were not supportive of self investment at this time, the CTP makes recommendations that are based on getting the best value out of the limited funds VCTC has. The CTP therefore recommends that funding criteria be reevaluated, that technical studies be conducted to establish a solid foundation for investment, shifting the use of funds to their best use, and continuing to educate and monitor public opinion on self investment.

Staff would like to thank the Southern California Association of Governments for funding the study along with the project team members, California Lutheran University's Center for Economic Research and Forecasting, Moore, Iacofano, Goltsman Inc. (MIG) and Mayerson Marketing and Public Relations and most importantly, the members of the Local Advisory Groups and the Regional Advisory Group who contributed so much of their time. Staff is recommending that the Commission approve the Final Comprehensive Transportation Plan.

Item #12

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **PETER DE HAAN, PROGRAMMING DIRECTOR**

SUBJECT: **REQUEST FOR PROPOSALS – ROUTE 101 HIGH-OCCUPANCY TOLL LANES STUDY**

RECOMMENDATION:

- Authorize release of attached Request for Proposals for an economic feasibility study of Route 101 High-Occupancy Toll Lanes.

BACKGROUND:

The Comprehensive Transportation Plan points out that ever-increasing traffic congestion on the Route 101 and 118 Freeways is a major issue threatening the future well-being of Ventura County. However, VCTC's ability to improve these freeways is severely constrained by limited state and federal funding, so the Plan recommends that alternative funding strategies be explored. Tolling is one of the possible funding strategies identified in the Plan, but it is uncertain if Ventura County congestion levels are or will be sufficient to make toll-funded improvements feasible.

As envisioned, tolls can be used to finance construction of new freeway lanes, as well as the ongoing maintenance of those lanes. These new lanes would be operated as High-Occupancy Toll (HOT) Lanes, which are free to carpoolers. Single-occupant vehicles can enter the lanes by paying a toll through an electronic system, with the fees generally adjusted throughout the day to ensure the lanes remain free-flowing. There would be no tolls on the previously-existing freeway lanes, but traffic flow on those lanes would likely benefit due to the diversion of some trips to the new HOT lanes. In addition, buses could be run in the HOT lanes, to provide a fast and attractive transit service. Route 101 appears to be the location where toll financing has the greatest chance of working. Similar HOT lanes have been implemented on Route 91 in Orange County and Route 15 in San Diego County, although these areas have significantly more traffic than Ventura County.

To prepare for the upcoming nomination of projects for the State Transportation Improvement Program, the Commission, at its December, 2012 meeting, approved funds for Caltrans to prepare a Project Study Report – Project Development Support for both the Route 118 Widening from Tapo Canyon Road to Los Angeles Avenue, and for the Route 101 Widening from the Los Angeles County Line to Route 33. The Route 118 report, which updated an earlier document, has been completed, while the Route 101 report should be finished by December. These studies provide a general analysis of the widening projects' feasibility, and order-of-magnitude cost estimates for implementation. However, considering of alternate financing is beyond the studies' scopes and beyond Caltrans' expertise.

The VCTC budget has set aside $300,000 for a consultant-assisted corridor study to follow up on the Comprehensive Transportation Plan. These funds include $150,000 of Transportation Development Act funds and $150,000 of State Transit Assistance (STA) funds. Since the Plan has identified insufficient revenues to complete the recommended highway improvements for many years, but with the possibility, but not certainty, of filling the funding gap with toll revenues, staff recommends that the Commission conduct a study to evaluate whether the most likely location – Route 101 – is feasible for High-Occupancy Toll (HOT) Lanes. The study would utilize a consultant with expertise in toll financing. Due to the carpool and transit components of HOT Lanes, this feasibility study is eligible to use STA funds.

DISCUSSION:

The Attachment provides the Request for Proposals (RFP) for the proposed HOT Lanes Financial Feasibility Study. The centerpiece of the proposed study would be the modeling of future traffic and the developing of operational scenarios, to be used as the basis for toll revenue forecasts. The consultant will then use its financial expertise to estimate the amount of financing that could be generated given the anticipated revenue stream, using this analysis to determine the HOT lanes feasibility. To the extent possible, the RFP calls for the consultant to rely on data already available from Caltrans, including the capital cost estimates being developed by Caltrans for its study. Staff anticipates that the study results will provide the Commission with the basis for determining whether to further consider tolling as a viable option to fund the priorities identified in the Comprehensive Transportation Plan.

The RFP establishes an October 23rd deadline for submitting proposals, with consultant selection scheduled for the December VCTC meeting. Staff will invite representatives of Caltrans and local jurisdictions in the corridor to serve on the committee that will evaluate the proposals, interview consultant teams, and make a recommendation for Board approval.

ATTACHMENT

September 13, 2013

VENTURA COUNTY US-101
HIGH-OCCUPANCY TOLL LANE FEASIBILITY STUDY
REQUEST FOR PROPOSALS (RFP)

(For more information, please contact Peter De Haan, VCTC, at (805) 642-1591 ext. 106 or email to: pdehaan@goventura.org)

PROPOSALS ARE DUE AT THE VCTC OFFICE IN VENTURA ON WEDNESDAY, OCTOBER 23, 2013 NO LATER THAN 4 PM PDT
(PRE-PROPOSAL CONFERENCE
WEDNESDAY, OCTOBER 2, 2013 AT 2:00 PM)

I. INTRODUCTION

The Ventura County Transportation Commission (VCTC) is seeking a qualified Consultant to provide technical support in the preparation of a Technical Feasibility Study and a Preliminary Concept of Operations Report for the implementation of High Occupancy Toll (HOT) Lanes on the US-101 Freeway from the junction of State Route 23 Freeway in Thousand Oaks to the State Route 33 Freeway in Ventura. The selected Consultant shall provide traffic and revenue forecasts for these operational scenarios. The anticipated period of performance is nine (9) months.

BACKGROUND

The VCTC is nearing completion of its first-ever Comprehensive Transportation Plan, and through this planning process the US-101 Freeway has been identified as a priority for improvement due to its continued present and forecasted congestion as well as its key role in the economic development of the County. There are, however, significant obstacles to improving this freeway, particularly limited current right-of-way. Based on the financial evaluation in VCTC's plan, with current revenues it will likely require 30 years to complete the project. The HOT Lanes concept, if feasible, could provide a mechanism for expediting this needed improvement. As proposed, the Route 101 HOT Lanes would consist of one or two added lanes in each direction, from the Los Angeles County Line to the junction of the SR-33 Freeway in Ventura. It is not known whether the HOT lane concept would be feasible anywhere in Ventura County, but US-101 is the most likely feasible location. (More information on the Comprehensive Transportation Plan is available on the VCTC's website, www.goventura.org, under "About VCTC" and then "Publications.")

Caltrans is underway with two documents related to US-101 in Ventura County. The first, the Project Study Report, is evaluating general cost and feasibility issues for various widening alternatives, including addition of one and two High-Occupancy Vehicle (HOV) lanes in each direction. The Transportation Concept Report, is forecasting future traffic demand to recommend future lane width. The Project Study Report is scheduled for completion by December, 2013, while the the Transportation Concept Report was recently completed, and is available at http://www.dot.ca.gov/hq/tpp/corridor-mobility/d7-page.html.

II. SCOPE OF WORK

A. Administration and Project Management

The purpose of this task is to ensure a smooth workflow and timely completion of the project.

Project Management Plan
The Consultant shall:

- Develop a Project Management Plan (PMP) that will at minimum include the following: team organization and responsibilities, identification of contact person and schedule showing timeline for deliverables and time management.
- Allow at least 7-10 days for VCTC staff to review the draft version of all deliverables outlined in the Statement of Work.
- Provide the final versions of the deliverables to VCTC staff within one (1) week after receiving the revised draft from VCTC. All final Versions of the deliverables shall be made available in electronic editable format (Microsoft Word, PowerPoint, travel demand forecasting model, etc.) and;
- Provide a minimum of two (2) hard copies of the PMP.

Monthly Activity Reports and Invoices
The Consultant shall provide the status of the work efforts in monthly activity reports submitted to VCTC along with the Consultant's invoice. Monthly Progress report shall be prepared and attached to the invoices documenting the work effort during the billing period, tasks to be accomplished over the next (30) days as well as forthcoming challenges and issues, and potential methods for resolution. If no invoice is submitted for a particular month, the Consultant is still requested to submit the monthly activity report.
Deliverable: Monthly Progress Reports and Invoices

Progress Meetings
The Consultant shall set-up bi-weekly meetings with VCTC staff and the Consultant team in order to ensure timely delivery of the work product and the effective coordination of the task requirements. Sixteen (16) team meetings at approximately two (2) hours each shall be budgeted over the course of the nine (9) month period. These meetings may include attendees other than VCTC staff as requested by VCTC's Project Manager.
Deliverable: Attendance at Bi-weekly Progress Meetings

Project Kick-Off Meeting
The Consultant shall conduct a kick-off meeting with VCTC staff and the Consultant team at the beginning of the project to ensure effective coordination of the work effort. One (1) Project kick-off meeting of approximately two (2) hours shall be budgeted.
Deliverable: Attendance at one (1) Project kick-off meeting

B. Preliminary Concept of Operations / Initial Financial Feasibility Review

The purpose of this task is to define the initial operating concept, perform an evaluation of all concepts and make a recommendation for a preferred concept HOT Lanes on US-101 within the stated project limits. As a part of these reviews, it will be important to visually document engineering conditions and constrains in the corridor.

Identify Preliminary Conceptual HOT Operating Alternatives
The Consultant shall:

- Coordinate with the various partner agencies, including VCTC and Caltrans District 7, to identify up to three conceptual options for implementation of the HOT Lanes on US-101 from approximately State Route 23 to State Route 33. Develop schematic plans of the conceptual options as the basis for conducting a sketch level evaluation, and document the corridor conditions and constraints.
- Arrange meetings with Caltrans planning staff, and with Southern California Association of Governments modeling staff, to evaluate currently-available future traffic modeling results available for the corridor. Based on this information, recommend to VCTC staff an approach for developing travel demand forecast estimates of the potential traffic utilization of the proposed HOT Lanes.

- Complete a sketch level evaluation of the conceptual options using a combination of available quantitative and qualitative data. In addition to the physical characteristics of the facility, definition of the concept will also include consideration of institutional, regulatory, operational, enforcement, maintenance, and other policy and procedural requirements. The analysis shall also include a high level discussion of potential traffic, environmental and social impact on areas adjacent to the US-101 corridor.
- Summarize the findings in a technical memorandum and provide a presentation to the partner agencies and VCTC Transportation Technical Advisory Committee to facilitate the recommendations of a selected concept for further evaluation.

Deliverables: 1) Draft and Final Conceptual Operating Alternatives Technical Memorandum 2) One (1) Presentation to partner Agencies and one (1) Presentation to the VCTC Transportation Technical Advisory Committee (consisting of local agency engineering staff representatives)

Evaluate HOT Concept of Operations

Based on the selected concepts identified under the prior task, the Consultant shall:

- Further define the physical and operational characteristic of the selected concept to support a more detailed evaluation.
- Prepare schematic plans, typical cross sections and identify key design considerations for the concept.
- Develop traffic and revenue estimates, and preliminary cost estimates for construction, operations and maintenance for the selected concept. (The Consultant shall utilize the conceptual construction capital cost estimates prepared by Caltrans in its Project Study Report. The Caltrans report will not address tolling systems or ongoing operating costs, so these costs will be estimated by the Consultant.)
- Assess the institutional, operational, enforcement, maintenance and other policy and procedural requirements for implementation of the selected concept.
- Evaluate the selected concept based on the information developed as a part of this task to determine overall feasibility for implementation and summarize the findings in a technical memorandum. The evaluation shall include an order-of-magnitude evaluation as to financial feasibility, with consideration of whether to continue with Parts C and D of this scope. Based on the results of this evaluation, VCTC shall make a “Go / No Go” decision as to whether to continue with Parts C and D.

Deliverable: Draft and Final Evaluation of Selected HOT Lane Concept Technical Memorandum including Schematic Plans and Travel Demand Estimates

Develop Preliminary Concept of Operations

The Consultant shall summarize findings of the two prior tasks in a Preliminary Concept of Operations Report. The report shall include preliminary concept schematics, preliminary traffic and revenue estimates, conceptual cost estimates, and determination of financial feasibility, preliminary policy and procedural requirements including institutional coordination needs, legislative issues and key operation elements, and a recommended implementation strategy.

Deliverable: Draft and Final Preliminary Concept of Operations Report / Initial Feasibility Review

C. Modeling – Preliminary Traffic and Revenue Forecasts

The purpose of this task is to support the development and evaluation of the preliminary operational concepts for HOT Lanes on US-101 by preparing traffic and revenue forecasts. Traffic and revenue forecasts for the preliminary concepts will be utilized to support evaluation of the feasibility of completing the project. Since current traffic models generally extend to 2035, the Consultant may need to extend the traffic forecasts further, or in some other manner extend the revenue forecasts further, should a longer time horizon be required to evaluate project financing.

Initial HOT Concept Traffic Forecasts
Based on the description of the conceptual options for HOT Lanes on US-101, the Consultant shall:

- Submit to VCTC the method to be utilized for the traffic and revenue forecasting, addressing the potential need for a longer time horizon than the typical 2035 modeling date.
- Prepare travel demand forecast estimates of the potential traffic utilization of the proposed HOT Lanes.
- Perform a Model run for each of the operational scenarios identified (up to 3) in the Concept of Operation Alternatives Technical Memorandum.
- Develop performance measures based on outputs of the model to support evaluation of the conceptual options.
- Provide a summary of the modeling methodology and modeling results for conceptual options as input to the screening evaluation that will be completed as part of the development of the operating scenarios.

Deliverable: Draft and Final Summary of Modeling Methodology and Modeling Results for the Concept of Operations

Preliminary HOT Concept Traffic and Revenue Forecasts
Based on the selected concept for HOT Lanes on US-101, the Consultant shall complete traffic and revenue estimates for the proposed HOT Lanes facility, and develop preliminary cost estimates for construction, operations and maintenance for the selected concept. Conceptual traffic forecast shall be developed and revenue estimates derived from the model output results using an industry accepted methodology. Preliminary cost estimates shall be developed based on typical lump sum values from peer projects for major improvement and operational elements. Modeling methodology and modeling results for the selected concept will be summarized. The revenue estimates, and if necessary the traffic forecasts, shall extend out as many years as necessary to adequately evaluate financial feasibility and consider maintenance funding alternatives.
Deliverable: Draft and Final Summary of Modeling Methodology and Modeling Results Technical Memorandum for the Recommended Concept

Preliminary HOT Concept Cost/Revenue Determination
Using the revenue estimates and cost estimates developed as part of the prior task, the Consultant shall complete an assessment of the revenue to cost for the proposed project to preliminarily determine financial feasibility. Evaluation methodology and results for the assessment of revenue and cost will be summarized in a technical memorandum.
Deliverable: Draft and Final Revenue and Cost Evaluation Methodology and Results Technical Memorandum+

D. FINAL REPORT

The Consultant shall prepare an Executive Summary of the project and combine this Summary with the prior written report deliverables provide a Final Report suitable for distribution to VCTC Board Members and other interested parties. The Consultant shall provide thirty (30) copies of the Final Report as well as electronic format.

III. PROPOSAL REQUIREMENTS

Proposal Deadline
Four hardcopies (one stamped and signed original and three copies) of the proposal shall be submitted no later than **4:00 P.M., Wednesday, October 23, 2013** (electronic submissions will not be accepted)**. Proposals delivered after the stated time will not be considered and returned to the proposing firm unopened.** Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
Route 101 HOT Lanes Study
950 County Square Drive, Suite 207
Ventura, CA 93003

There is no expressed or implied obligation for the VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. The VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record.

Required Proposal Content

Proposals shall include the following required elements. Any proposal not containing the required elements will be deemed to be incomplete and removed from any further consideration.

1. **Title Page** - Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subConsultants.

   Provide the names and titles of individuals authorized to make representations for the proposer.

2. **Table of Contents** - Include a clear identification of the material in the RFP by section and page number.

3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.

4. **Profile of the Proposer** – Describe the firm's resources and provide evidence that it has the ability to complete the work solicited by this RFP in the time frame proposed.

5. **Summary of Proposer's Qualifications** - Provide a brief statement of similar projects performed. Provide a list of references for whom similar work has been performed, as well as references for any proposed subConsultants. Include sample reports or sample materials produced.

6. **Proposed Staffing** – Provide a list of proposed staff, their qualifications and backgrounds identifying the proposed project manager and staff positions for the study.

7. **Technical Approach** – Provide a description of how the study is proposed to be conducted, including, public outreach, data collection and compilation, analysis, consensus building and stakeholder approvals.

8. **Preliminary Schedule** - Provide a draft schedule for study completion.

9. **Cost Structure -** Provide a detailed cost breakdown, including estimated time by task, hourly rates, estimated travel time and travel expenses and materials cost.

10. **Appendices** – Submit completed appendices to this RFP. SubConsultant information must be provided, although there is no Disadvantaged Business Enterprise participation requirement, as federal funds are not being used in this contract.

Additional Information

The complete RFP, questions and responses and the proposal results will be posted on VCTC's website at: http://www.goventura.org/?q=about-vctc/working-with-vctc.

IV. CONSULTANT SELECTION SCHEDULE

Friday, September 13, 2013	RFP Issued
Wednesday, October 2	Pre-Proposal Conference at VCTC conference room, 950 County Square Drive #108, Ventura at 2:00 p.m.
Wednesday, October 23	Proposals due by 4:00 at VCTC office, 950 County Square Drive #207, Ventura 93003
Week of November 11-15	VCTC interviews proposers; review /ranking of RFP's,
Friday, December 6	VCTC approval of contract
Monday, December 16	Notice to Proceed

V. PROPOSAL EVALUATION

Proposals will be reviewed by a consultant selection committee comprised of study stakeholders selected by the VCTC. Interviews, if required, will be held at VCTC office in Ventura during the week of November 11th. Each proposal will be scored according to the criteria below and the proposal receiving the highest score will be invited to negotiate an agreement for consultant services. If an agreement for consultant services cannot be reached, VCTC reserves the right to enter into negotiations with the next highest scoring proposer.

Proposals will be evaluated according to the following criteria:

US-101 HOT LANE FEASIBILITY STUDY
CONSULTANT SELECTION CRITERIA

Any proposals resulting from this RFP will be evaluated according to the following criteria and associated weights.

1. General Experience (35%)

a. Demonstrate the exact and depth of the Proposer's and its individual team members' experience in developing a Concept of Operations for HOT Lanes or other comparable projects.
b. Demonstrate the proposal management structure and team's stability, strength, and probability of success in accomplishing the scope of work.
c. Provide evidence of successful completion of similar projects within the past 5 years.
D. Demonstration of team's past commitment to quality and client satisfaction.

2. Project Approach (50%)

a. Demonstrate an understanding of the project and VCTC's needs.
b. Demonstrate the firm's ability to develop a Concept of Operations for the tolling environment described in the Scope of Work.
c. Demonstrate the firm's capability of performing the technical operating cost estimating, traffic modeling and revenue forecasting required for the Project.

3. Cost (15%)

VI. CONTRACT CERTIFICATION

The Workers Contract Certification found in Appendix C is a part of this RFP and will become a part of the contract for consultant services.

APPENDIX A

PROPOSAL COST FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE:

In response to the Request for Proposals for _____________________________, the proposer submits the costs for the project as detailed on the following page(s), including price per type of applicant processed and contract not-to-exceed price by fiscal year.

If awarded the Contract, the undersigned hereby agrees to all the terms and conditions contained in this RFP.

PROPOSER: ____

CONTACT: ____

TITLE: ____

ADDRESS: ____

TELEPHONE: ____________________ FAX: ___________________________

E-MAIL: _________________________@______________________________

SIGNATURE: ____

TITLE: ____

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APPENDIX B

PROPOSER REFERENCE FORM

A. NAME ____

B. Proposer is a: (circle one)

Corporation [Partnership [Association [Sole proprietorship

C. Proposer's Address and Telephone Number;

____

____

____

D. Name, Title, and Telephone Number of Proposers' Authorized Representative:

____

____

E. Proposer's Credit References: (Include names, addresses, and telephone numbers of at least three references, one of which must be the organization's bank)

1. ____

____

____

2. ____

____

____

3. ____

____

Client List for Toll Feasibility Projects Currently and/or Previously Provided:

1. Client Name: ____

Client Address: ____

____

____

Contact Person: ____

Telephone Number: ____________________________

Period of Service: ______________________________

2. Client Name: ____

Client Address: ____
____
____

Contact Person: ____

Telephone Number: ____________________________

Period of Service: ______________________________

3. Client Name: ____

Client Address: ____
____
____

Contact Person: ____

Telephone Number: ____________________________

Period of Service: ______________________________

ATTACHMENT C

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: ____
(Consultant)

DATE: _________________________

ATTACHMENT D

LIST OF SUBCONSULTANTS
(FILE IF APPLICABLE)

Name of SubConsultant	Address/Phone	Items of Work

Item #13

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **PETER DE HAAN, PROGRAMMING DIRECTOR**

SUBJECT: **STATUS OF AMERICANS WITH DISABIITIES ACT (ADA) EAST COUNTY INTERCITY SERVICE PROVIDED BY CAMARILLO HEALTH CARE DISTRICT**

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Since 1999 the VCTC has programmed Federal Transit (FTA) Section 5307 funds to support inter-jurisdictional paratransit connections for persons having Americans with Disabilities (ADA) certifications. While not a transit service required under the ADA, the need for the service was identified in several of the VCTC annual Unmet Transit Needs processes and in the 1997 VCTC Paratransit Ad Hoc Committee report to the Commission. The service provides a process which allows persons with ADA certifications to travel through the County with only one phone call and one relatively low fare payment. Since Gold Coast Access is a single paratransit service providing trips throughout the Gold Coast Service area, thus addressing most of the trips in the west county, the service connecting the transit service areas has been knows as the "East County Intercity ADA Service." One of the agencies providing trips as part of this service is the Camarillo Health Care District (CHCD), which provides the intercity trips for ADA cardholders originating within the District, charging the standard distance-based ADA intercity fare.

DISCUSSION:

On May 24th, the CHCD staff notified VCTC that it would stop providing its portion of the service, and no longer accept program funds from VCTC. There were subsequent discussions between VCTC, Gold Coast Transit, and the East County jurisdictions regarding the potential for other agencies taking over the service being eliminated by CHCD. At this time, staffs of Camarillo, Thousand Oaks, and the County are discussing various alternative service arrangements. Staff will provide an update on this situation at the meeting. It is possible that the East County MOU currently under development will lead to changes in the future, so the arrangements currently being made for the East County Intercity ADA Service might be only temporary.

CHCD staff has indicated that October 1st is the likely termination date for their participation in the East County ADA service, with the decision likely to be on their Board agenda sometime in September. CHCD will continue to provide its regular Care-a-Van service, which has provided intercity service from the District to hospitals in the region, while charging a much higher fare.

Should the ADA service be discontinued for some trips, an issue may be triggered regarding the use of Transportation Development Act (TDA) funds for streets and roads, since one of the VCTC Unmet Needs findings is that existing transit services be substantially maintained.

Item #14

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE & POSITIONS ON BILLS

RECOMMENDATION:

- Support AB 401 (Daly) authorizing design/build projects.
- Oppose SB 556 (Corbett) requiring “THE OPERATOR OF THIS VEHICLE IS NOT A GOVERNMENT EMPLOYEE” signs.

BACKGROUND:

Federal Issues

Although the responsible committees in both the House and Senate had passed their respective transportation appropriations bills, neither house was able to pass the bill on the floor prior to the August recess. The House bill, which would reduce transportation funds, did not appear to have sufficient votes to pass, while the Senate bill, which was at the fully authorized MAP-21 level, did not proceed as the Senate failed to receive 60 votes to invoke cloture (limit debate). As a result, there is a significant chance that a Continuing Resolution will need to be approved in September to avoid a shutdown on October 1st, the start of the new fiscal year.

There has been recent media coverage regarding Federal Transit Administration (FTA) grants to California transit operators being held up by the federal Department of Labor, due to a concern raised by transit labor unions regarding the California Public Employees Pension Reform Act. VCTC’s grants are not affected by this issue, since VCTC and its subrecipients have no public transit employees represented by unions. There is also no effect on Metrolink’s grants, for the same reason.

State Issues

Attachment A is the monthly report from Delaney Hunter, the Commission’s lobbyist. Attachment B is Delaney Hunter’s analysis of AB 401, which would allow regional agencies such as VCTC to enter into Design/Build contracts. Staff recommends the Commission support AB 401, due to the potential added flexibility for expedited implementation of projects.

Attachment C is the analysis of SB 556, which would require posting specific wording on vehicles, such as VISTA buses, to state that the vehicle operator is not a government employee, using font at least as large as the agency identification. Due to the large font used for transit systems’ name such as VISTA, the mandated disclaimer, consisting of 57 characters and spaces, would fill up most of both sides of the bus. Attachment D shows renderings of a bus and train in compliance with SB 556. Staff recommends opposition to SB 556 due to the unfunded local mandate and the resulting bizarre appearance of buses and trains, reducing public transit's attractiveness to potential users.

Attachment E summarizes the status of bills being tracked by VCTC.

ATTACHMENT A

GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION
MONTHLY STATE ADVOCACY REPORT
JULY/AUGUST2013

LEGISLATIVE UPDATES

SB 203 (Pavley) Local Transportation Funds: Ventura County
SB 203 passed out of the Assembly Appropriations Committee on Consent and with a unanimous vote August 14th and off the Assembly Floor on Consent and with a unanimous vote on August 22nd. The bill is now back in the Senate for concurrence. Recall that technical amendments were suggested by the Assembly Transportation Committee to modify the reporting language. Now, VCTC will post the report information on its website, not send it to the Legislature. Once adopted SB 203 will move to the Governor's desk for his consideration. Along with Senator Pavley's staff we will be meeting with the Governor's staff to request a signature.

AB 664 (Williams) Gold Coast Transit District
AB 664 passed off the Assembly Floor on Consent and with a unanimous vote of 70-0 on May 16th and passed out of the Senate Transportation and Appropriations Committees with unanimous votes and now awaits action on the Senate Floor. Once AB 664 passes off the Senate Floor it will return to the Assembly for concurrence and then to the Governor.

AB 179 (Bocanegra) – Data Privacy Rules for Electronic Fare Passes
AB 179 passed off the Assembly Floor on a vote of 70-1 on May 24th and out of the Senate Judiciary Committee on a vote of 5-2 on June 25th. VCTC consulted with staff of Assemblymember Bocanegra regarding VCTC's concerns with the bill and upon further clarification and assurance removed our opposition. The bill will be heard in the Senate Appropriations Committee in the coming weeks.

However, it is reported that Assemblymember Bocanegra may be entertaining amendments relative to handling and maintenance of video footage and most dismaying the inability to share such footage with law enforcement without a warrant or court order. Obviously, this could serve as a great hindrance in ensuring the public's safety and in maintaining safety of our transit systems. Representatives from Metrolink, as well as the California Transit Association, have raised concerns about the possible amendments. If those concerns are not heeded it may be necessary to once again oppose the measure.

AB 513 (Frazier) – Rubberized Asphalt
AB 513 passed off the Assembly Floor on a vote of 54-12 on May 29th and passed out of the Senate Environmental Quality Committee by a vote of 8-1 in early July and is currently on the Assembly Appropriations Committee suspense file. Assuming the bill moves of the Suspense File it will then be heard on the Senate Floor and then return to the Assembly for concurrence. As reported earlier, amendments taken in May make technical changes to how funds would be appropriated and adds a sunset date of January 1, 2020.

ATTACHMENT B

Assembly Bill 401 (Daly)

Summary: This bill authorizes the California Department of Transportation (Caltrans) and regional transportation agencies to use the design-build (DB) procurement method for transportation projects in California, while requiring Caltrans to oversee construction inspection of these projects on the state highway system.

Purpose:

- Declares the Legislature's intention to authorize the use of DB on the state highway system, as well as assuring that Caltrans or its consultants perform the construction inspection services for all projects on the system.

- Authorizes Caltrans to utilize DB procurement for up to ten projects on the state highway system until January 1, 2024. These are in addition to the ten authorized under Senate Bill 4 (Cogdill), Second Extraordinary Session, Chapter 2, Statutes of 2009 (SB 4XX).

- Authorizes regional transportation agencies to utilize DB procurement for an unlimited number of projects on streets, roads, or the state highway system until January 1, 2024.

- Specifies that the DB authority granted to regional transportation authorities does not include the authority to perform construction inspection services for projects on or where projects interface with the state highway system.

- Requires a regional transportation agency and Caltrans to enter into a cooperative agreement reflecting each party's roles and responsibilities for any DB project on or where projects interface with the state highway system. The cooperative agreement must include a requirement that the parties develop an issue resolution process to ensure the project stays on schedule.

- Assigns to Caltrans – or its consultants – the responsibility to perform construction inspection services for any DB projects on or where projects interface with the state highway system. In order to avoid future ambiguity, this bill does not include the "responsible agency" language that was in AB 2098 and SB 4xx, but instead specifically authorizes only Caltrans employees or consultants under contract with Caltrans to perform construction services for DB projects authorized by this bill.

- Sunsets the DB authority if a court determines that the section of law that assigns to Caltrans the performance of construction inspection services is invalid. This sunset occurs roughly one year following the date the court makes its determination.

Existing Law/Previous Legislation:

- Existing law conveys to Caltrans full possession and control of all state highways and requires Caltrans to perform all improvement and maintenance work, unless that responsibility is otherwise delegated to another entity by statute.

- Design-build (DB) refers to a procurement process in which both the design and construction of a project are procured from a single entity. DB stands in contrast to the traditional design-bid-build contracting method whereby work on a project is divided into two separate phases: design and construction.

- Under design-bid-build, the government agency is responsible for the design of the project, either by designing it itself or by contracting with a private entity to do so. When designs are completed, the agency solicits bids from the construction industry and hires the responsible low bidder to build the project. DB combines these two phases into a single, comprehensive contract.

- In 2000, voters approved Proposition 35 (Prop 35), amending the California Constitution and eliminating several restrictions that prevented state and local governments from contracting with private entities for particular services. Prior to Prop 35, existing law required state civil service employees to perform certain services provided by state agencies. Prop 35 added Article XXII to the California Constitution, which states that state and local government are allowed to contract with qualified private entities for architectural and engineering services for all public works projects. Prop 35 also defined in statute the term "architectural and engineering service" to include, among other things, construction inspection services.

- SB 4XX, authorized Caltrans to utilize DB procurement for ten state highway, bridge, or tunnel projects, and it authorized a local transportation agency to utilize DB on five local street or road, bridge, tunnel, or public transit projects within the jurisdiction of the local agency, if approved by the California Transportation Commission (CTC). The DB authority granted by SB 4XX sunsets January 1, 2014

- SB 4XX also authorized Caltrans and regional transportation agencies to use another procurement method, called a public-private partnership or PPP. Generally speaking, with PPP procurement, a public entity contracts with a private consortium to finance, design, construct, maintain, and operate a new facility for a period of time necessary to repay the financing of the project. For the purposes of PPP authorization, SB 4XX defined regional transportation agencies as transportation planning agencies, county transportation commissions, or joint powers authorities with consent of their local transportation planning agency. While this definition includes many of the counties that have chosen to raise additional sales taxes for transportation purposes (so-called "self-help" counties), it does not include all self-help counties. The PPP authority included in SB 4XX sunsets January 1, 2017.

- In 2010, the Legislature passed and the governor signed AB 2098 (Miller), Chapter 250, which authorized Riverside County Transportation Commission (RCTC) to utilize DB for the State Route 91 Corridor Improvement Project (SR 91), thereby increasing the number of local DB projects authorized under SB 4XX from 5 to 6. AB 2098 included a requirement that Caltrans "be the agency responsible for the performance of construction inspection services" on the SR 91 project. This requirement was modeled after language in SB 4XX that made Caltrans the agency responsible for the performance of project development services on PPP projects.

Support/Opposition: (as of August 14, 2013 and reported to Senate Transportation)

<u>Support</u>:
Orange County Transportation Authority (co-sponsor)
Professional Engineers in California Government (co-sponsor)
Santa Clara Valley Transportation Authority

Opposition:
American Council of Engineering Companies of California

Statutory Citations:
Not applicable

Senate Bill 556 (Corbett)

Summary: Prohibits nongovernmental persons or entities contracting with public agencies from displaying a seal or emblem on a uniform or vehicle, as specified, unless a disclosure statement is also conspicuously displayed identifying the uniform wearer or vehicle operator as not a government employee.

Purpose:

- Makes it unlawful for a person or an employee of a person, firm, corporation, or association that is a nongovernmental entity and contracts to perform labor or services for a public agency to display on a vehicle a seal, emblem, insignia, trade or brand name, or any other term, symbol, or content that reasonably could be interpreted or construed as implying that the labor or services are being provided by employees of the public agency, unless the vehicle conspicuously displays the following disclosure: "**THE OPERATOR OF THIS VEHICLE IS NOT A GOVERNMENT EMPLOYEE.**"

- Makes it unlawful for a person or an employee of a person, firm, corporation, or association that is a nongovernmental entity and contracts to perform labor or services for a public agency to wear a uniform bearing a seal, emblem, insignia, trade or brand name, or any other term, symbol, or content that together with the appearance of the uniform reasonably could be interpreted or construed as implying that the labor or services are being provided by employees of the public agency, unless the uniform conspicuously displays the following disclosure: "**NOT A GOVERNMENT EMPLOYEE**."

- Clarifies that the term "conspicuously displays" means to display in a font size that is at least the same size as the largest font size displayed on the vehicle or uniform, in a manner that clearly calls attention to the language, and located in close proximity to the seal, emblem, insignia, trade or brand name, or any other term, symbol, or content as described in this section, so as to be clearly associated with that seal, emblem, insignia, trade or brand name, or any other term, symbol, or content.

- Clarifies that an identifying mark affixed to a uniform as required by state or federal law, and a local agency regulating the activity of the person, firm, corporation, or association shall not be construed as implying that the labor or services are being provided by employees of the public agency.

- Provides that violations of this act shall be subject to the remedies provided in the Consumers Legal Remedies Act (CLRA) (Title 1.5 (commencing with Section 1750) of Part 4), and that the duties, rights, and remedies provided in this bill are in addition to any other duties, rights, and remedies provided by state law.

Existing Law:

Not applicable

Background Information:

Author's Intent/Statement:
According to the author, this bill is needed to ensure that members of the public can visually distinguish between government employees and non-government employees who increasingly are subcontracted to perform traditional public services once almost exclusively the domain of true public employees. Proponents assert that the public has the right to know if a particular worker providing a service that appears public in nature is in fact a public employee, or is instead an independent contractor, subcontracted worker, or other non-governmental employee not working for a public agency. This matters, they contend, because in certain situations, the public employee is required to have greater training and is held to a higher degree of accountability to the public by virtue of being an employee of a public agency, rather than that of a private employer or as an independent contractor. Accordingly, the bill seeks to prevent confusion or misperceptions that result, proponents contend, when private contractors hired by public agencies perform community work or services and use uniforms or vehicles appearing very similar to those used only by employees of the public agency. In those circumstances, this bill seeks to promote transparency by requiring the uniform or vehicle conspicuously display a disclosure that the contractor or employee is not a government employee.

Support/Opposition (as of June 25, 2013):

Support:
California Labor Federation (sponsor)
California Professional Firefighters (Sponsor)
Laborers' International Union of North America Locals 777 and 792
California Community College Independents (CCCI)
United Transportation Union

Opposition:
League of California Cities
California Special Districts Association
California State Association of Counties
CSAC-Excess Insurance Authority (CSAC-EIA)
Association of California HealthCare Districts
California Association of Joint Powers Authorities (CAJPA)
Urban Counties Caucus
City of Thousand Oaks
American Medical Response
Rural County Representatives of California

NOTE: While the "official" support and opposition does NOT list transit representatives – most, if not all, transit operators are opposing this measure.

Statutory Citations:

Not applicable


1 HILLCREST
408
Metropolitan Transit System
THE OPERATOR
OF THIS VEHICLE IS NOT
A GOVERNMENT EMPLOYEE
MTS


METROLINK
THE OPERATOR OF THIS VEHICLE
IS NOT A GOVERNMENT EMPLOYEE
638
Joe Perry

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ATTACHMENT E

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY August 26, 2013			
BILL/AUTHOR	**SUBJECT**	**POSITION**	**STATUS**
AB 179 Bocanegra	Requires purging of certain personal identification information for electronic transit fare media.	Watch	Passed Senate Judiciary Committee 5-2. In Senate Appropriations Committee.
AB 401 Daly	Authorizes design/build procurements.	**Support**	Passed Assembly 68-3. Passed Senate Transportation and Housing Committee 10-1. In Senate Appropriations Committee.
AB 513 Frazier	Establishes a grant program for use of recycled tires in local agency paving projects.	Support	Passed Senate Environmental Quality Committee 8-1. In Senate Appropriations Committee.
AB 664 Williams	Establishes a Gold Coast Transit District.	Support & Seek Amendment	Passed Senate Transportation and Housing Committee 11-0. Passed Senate Appropriations committee on consent. To full Senate.
AB 1290 J. Perez	Requires reporting on Sustainable Communities Strategy (SCS) implementation to CTC, and inclusion of SCS documentation in county STIP nominations.	Watch	Passed Senate Transportation and Housing Committee 7-3. In Senate Appropriations Committee.
SB 203 Pavley	Allows Ventura County cities with a population of under 100,000, and the rural portion of the unincorporated area, to use TDA funds for streets and roads, as in other counties.	Sponsor	Passed Assembly Transportation Committee 15-0. Passed Assembly Appropriations Committee 17-0. Passed Assembly 78-0. To Senate for concurrence with amendment.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY August 26, 2013			
BILL/AUTHOR	**SUBJECT**	**POSITION**	**STATUS**
SB 556 Corbett	Requires "THE OPERATOR OF THIS VEHICLE IS NOT A GOVERNMENT EMPLOYEE" be placed on privately-contracted vehicles, with letters at least as large as the public agency name or brand name.	**Oppose**	Passed Senate 24-13. Passed Assembly Judiciary Committee 7-3. To full Assembly.
SCA 4 Liu	Places before the voters a Constitutional Amendment to reduce to 55% the approval threshold for local transportation funding measures.	Support	Passed Senate Local Government and Finance Committee 5-1. In Senate Transportation and Housing Committee.

New VCTC recommended positions shown in **bold**.

Item #15

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR

SUBJECT: CONSORTIUM REQUEST FOR PROPOSALS FOR BUS ACQUISITION

RECOMMENDATION:

- Amend the VISTA Fixed Route budget, adding five million dollars ($5,000,000) for the acquisition of over-the-road motor coaches. The amendment will add $5,000,000 from the VCTC State Transit Assistance (STA) funds to the budget.
- Authorize amendment of the VISTA Fixed Route budget, contingent of approval of California Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds, adding three million dollars ($3,000,000) for the acquisition of over-the-road motor coaches. The amendment will add $3,000,000 from the VCTC PTMISEA bond funds to the budget if the Commission approves the funding as part of the PTMISEA program adoption.
- Authorize advancing the $3 million in Proposition 1B from the STA balance, contingent upon VCTC approval of the Proposition 1B funding.
- Approve continued participation in the transit agency consortium to acquire over-the-road motor coaches.

BACKGROUND:

Since the creation of VISTA in the mid-1990s, it has been operated as a turn-key operation, with the contractor providing all operations, vehicles, facilities, maintenance, and dispatching. When the service was started, there was a substantial amount of federal transit capital funds which were not being used by the various transit providers in the county. This provided the opportunity for VCTC to enter into "fully maintained capital leases" which allowed the Commisison to maximize the amount of federal transit grant funding that could be spend on VISTA. In recent years, amount of federal funds required by all of the Ventura County transit providers has increased. Then the federal Moving Ahead for Progress in the 21st Century (MAP-21) legislation loosened the restrictions so that federal transit funding is not limited to captial costs. These events have reduced the countywide advantages of a fully maintained capital lease.

From VISTA's creation in 1994 through to enactment of Proposition 1B, the VCTC had sufficent capital funds to pay the annual lease costs, but it did not have a relatively large capital funds source avalable to purchase even part of a fleet of buses. While the county initially benefited from the use of "fully maintained capital leases" by maximizing use of federal transit capital formula funds, VISTA was unable to take advantage of the recent provision of one-time capital grants, both from the Federal Economic Recovery "ARRA" program, and the State Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds. The Commission's recent experience with the Coach bankruptcy, which left VISTA with no buses, exposed a weakness in relying on leased buses.

At the March, 2013 meeting, when the Commission agreed to continue as the provider of VISTA intercity service, it was stipulated that the service now would be supported with funds from the Federal Transit Administration (FTA), State Transit Assistance (STA) money, and funds received from the Santa Barbara Council of Governments (SBCAG) and through agreements with colleges and the university. For several years VCTC has carried over a balance of STA funds, but since until recently the STA funding was based on unreliable legislative allocations, it was not considered viable for ongoing operations. In 2012 the state legislature created a statutory funding source and provided the STA program with a long term reliable and predictable funding level which is constitutionally protected by Proposition 22. Based on that, as well as the reserve VCTC has built up, the Commission will have $5 million to purchase VISTA buses, and still leave a prudent reserve for future VISTA operations support as well as some future VISTA related capital investments. Such an investment in buses would reduce the annual VISTA operating cost, since less would be required for leasing buses, and it is expected, the annualized cost.

At the July 2013 meeting, the Commission approved a call for projects to provide Proposition 1B Transit Capital funds for bus replacements. VCTC staff submitted $3 million for VISTA intercity bus replacements, along with the submittals from other agencies. The recommended projects will be considered for approval at the September TRANSCOM meeting and the October Commission meeting. Should the VISTA intercity bus replacements be selected for Proposition 1B funding, these funds would become available in addition to the $5 million STA, for a total of $8 million. The proposed bus purchase option would provide flexibility to use the additional $3 million if available. Since the availability of Proposition 1B funds is based on the state's bond sales, it has typically been taking one year to receive funds after the request. The STA balance contains sufficient funds to advance the $3 million if necessary.

VCTC has been participating in a consortium of transit operators (Antelope Valley Transit Authority, Victor Valley Transit Authority, Santa Clarita Transit, and Monterey-Salinas Transit District) to develop a federally-complaint bus acquisition. By working as a consortium, with a consultant developing the bus specifications, and ultimately providing all the federally-required documentation and inspections, the Commission is able share the costs of meeting the federal requirments for bus acquistion and obtaining the technical expertise to get a bus which will be appropriate for our service. The consortium is in the final stages of releasing its RFP, and VCTC staff has tentatively requested inclusion of 10 vehicles for the initial proposal and an option for an additonal 10 over the next five years. Based on current costs for a federally compliant over-the-road coach, the cost per bus is approximately $700,000 – although the final cost is dependent on the bid and any optional modifications VCTC desires (such as restrooms, etc.).

Item #16

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **VICTOR KAMHI, BUS SERVICES DIRECTOR**

SUBJECT: **AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS (RFP) FOR VISTA TRANSIT OPERATIONS AND CAPITAL SUPPORT**

RECOMMENDATION:

- Authorize staff to finalize and release a Request for Proposals (RFP) for VISTA transit operations and capital support.
- Approve recommendations as described in **bold** below regarding the proposed terms for the length of the next VISTA contract and the fuel path, to be included in the RFP.

BACKGROUND:

In March, 2013, the Commission acted to continue its role as operator of the VISTA intercity transit service. In order to continue operations beyond the current fiscal year, the Commission needs to award a contract for operations, maintenance, dispatch, support facilities, and vehicles. This procurement must conform to the federal requirements and be an open and competitive procurement. The procurement should be approved by the Commission no later than the January meeting in order to provide the successful proposer sufficient time to mobilize, and acquire any vehicles, other equipment, and facilities needed to provide the requested service. A consultant is assisting the Commission in preparation of the Request for Proposals (RFP) package and Federal Transit Administration requirements for a review of leasing versus purchasing vehicles. Our partners in the Coastal Express will be provided an opportunity to review the draft package before it is released.

The RFP will be released in September, and a contractor recommended to the Commission by the end of 2013. It is expected that it will require the successful bidder up to 6 months to obtain any capital facilities, buses, and hire staff to support the process, with a start date of July 1, 2014.

The Commission has been requested, in a related agenda item also on the September 2013 meeting agenda, to consider purchasing part of the future VISTA fleet. The Commission's action on this item may affect the RFP being prepared for release.

There are several additional policy questions which the Commission must decide before the RFP is finalized and released. These issues are:

1. The term of the contract. Because the RFP will include provision of vehicles, other equipment, and facilities, the longer the term of the contract, the better rate the Commission is likely to get (by providing the contractor with more of an opportunity to amortize capital costs). There is also some benefit to the Commission from having a long-term relationship with the provider and the staff. A minimum of a five (5) year contract is recommended, although a contract for a maximum of ten (10) years would probably get the Commission the best rates. It is recommended that the Commission also include various extension options to be considered for approval at the end of the 4th year of the contract. The Commission could also authorize a five year contract with up to five one year extensions, approved annually. Beyond ten years there is little or no benefit to the Commission.

   If the Commission releases an RFP for a specific duration without including the option for one or more extension, any subsequent extensions would be considered sole source contracts, placing the federal funding in jeopardy unless specific justifications for the extension can be made.

   It is recommended that the Commission direct staff to include in the RFP a request for a five (5) year contract, with two 2-year extensions, to be approved by the Commission.

2. The fuel path. There are now several options available to the Commission. While the new diesel bus engines comply with all California State Air Resources Board (CARB) requirements, there are several other fuel paths available. These include biodiesel (which would require only minor modifications), compressed natural gas (CNG), and diesel-electric hybrid. The diesel-electric hybrid has not demonstrated any saving on highway operations costs. The hybrid bus is more expensive than diesel buses, and uses all the available under bus-storage for the batteries. It does not require additional fueling facilities.

   The CNG bus also uses all the under-bus storage for fuel tanks, eliminating any possibility for under-bus storage of bicycles, etc. Currently, CNG is “cheaper” than diesel, but has a shorter range, which may increase operational costs. It also will require construction and/or acquisition of a fueling station, which may limit the sites for a facility (to be close to a major natural gas line). While the Commission could also choose to implement a mixed fleet of CNG and Clean Diesel buses, it would still have to bear the full cost of a CNG fueling station, which would belong to the contractor, or make arrangements to fuel at one of the other CNG fueling stations in the county, and either option will result in additional costs to the Commission.

   The greatest single complaint regarding the “interim” bus fleet provided after Coach’s bankruptcy is the lack of under-bus storage to carry bicycles. Both the CNG and hybrid options will leave VISTA without any under-bus storage. Because of this, and the challenges (cost and location) of CNG fueling, it is recommended that the Commission not pursue CNG or hybrid technology.

   It is recommended that the Commission direct staff to include in the RFP that the “over-the-road” buses be powered by Clean Diesel. At the same time, the RFP should also include an incentive to proposals which use “B-20” bio-diesel as an alternative fuel. This fuel meets CARB requirements without compromising services.

   It is also recommended that proposers be invited to propose an alternate such as an electric bus for the CSUCI services, which is within the operational limits of existing electric bus manufacturers. Because of the increased costs of the equipment, it is recommended that this be an option, which the Commission invites proposers to include, and may be exercised.

Item # 17

September 6, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR

SUBJECT: AUTHORIZE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE HERITAGE VALLEY TRANSIT AGENCY TO PROVIDE AMINISTRATIVE AND MANAGEMENT SUPPORT

RECOMMENDATION:

- Authorize the Executive Director to negotiate an agreement with the Heritage Valley Transit agency to provide administrative and management services and support.

BACKGROUND:

As part of the Countywide Transit Plan adopted by the Commission last year, and refined by the adoption of the Heritage Valley Transit study, the VCTC transitioned control of the local transit services in Santa Paula, Fillmore, Piru and environs to the three communities. The three agencies are working to establish an agency to control the local transit services, while the Commission, through its VISTA bus operations, will continue to operate the VISTA 126 Intercity route linking the Heritage Valley to Ventura and the western part of the County.

While the specifics will be determined by the agreement, it is expected that the role of the Commission will be to assist with the vehicle acquisition, and working with the new agency board: establish schedules, routes, and fares; obtain and oversee transit services and maintenance and pay bills; apply for grants; and, staff agency meetings with a regular schedule to obtain guidance and oversight from the agency board. The Heritage Valley Transit study recognized in the financial element that there would be an administrative and management expense which would be used by the agency to hire staff or contract with an entity to provide. The three agencies have requested that VCTC provide the administrative and management role.

The agreement would take effect as determined in the agreement approve by the Heritage Valley transit agency and the Commission. Until that time, the Commission will continue to manage and administer the existing community transit service, and provide assistance in the transition. Because of the increase in transit staff resources at the VCTC, sufficient resources will be available to manage and facilitate planning of the operation.

August 20, 2013

Darren Kettle
Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, California 93003

Dear Darren:

As you know, the County of Ventura and the Cities of Fillmore and Santa Paula have agreed to pursue the formation of a Joint Powers Agreement (JPA) to operate services in the three jurisdictions as outlined in VCTC's adopted Heritage Valley Study.

The preferred option by the participants is for VCTC to provide management and administrative support to the JPA as per the costs outlined in the Heritage Valley Study to manage and market the service. It is understood that VCTC will not own the necessary transit equipment.

As we transition from VISTA operations to the new organization, please consider this a formal request for the Commission to consider VCTC staff serving as the Heritage Valley Transit administrator.

Sincerely,

Jaime Fontes
City Manager
City of Santa Paula

Jeffery Pratt
Director
Public Works Agency
County of Ventura

David Rowlands
City Manager
City of Fillmore

Item# 18

September 6, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **DARREN KETTLE, EXECUTIVE DIRECTOR**
MARY TRAVIS, ANALYST II

SUBJECT: **APPROVE CONTRACT WITH CONSULTANT FOR ANALYSIS OF VCTC'S ANNUAL TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS PROCESS AND OUTREACH ACTIVITIES**

RECOMMENDATION:

- Approve a consultant contract to review and revise the annual TDA unmet transit needs public hearing process and definitions of "unmet transit needs' and "reasonable to meet".

DISCUSSION:

The Commission has been developing and refining the Regional Transit Study for the past three years. After review of the initial plan in March 2012 and adoption of the report in March 2013, it was apparent that Ventura County's annual review of transit needs and subsequent development of findings mandated through the State TDA did not reflect the current standards for this critical annual event.

The Commission directed staff to seek consultant assistance to review and revise the existing outreach program and development of findings and definitions, including outreach to a variety of stakeholders including Commissioners, local legislators and the public.

In June, a Request for Proposals (RFP) for a consultant to perform the review was sent to twenty-four consulting firms for their consideration. Three firms submitted proposals: Moore & Associates; COH & Associates; and, OMNI-MEANS.

All three firms submitted acceptable proposals and were interviewed by a committee consisting of Executive Director Darren Kettle, Bus Services Director Vic Kamhi, County Public Works Transportation Analyst Kathy Connell, Camarillo Assistant City Manager Dan Paranick and Susan White-Wood, Area Agency on Aging Planner/Citizens' Transportation Advisory Committee/Social Services Transportation Advisory Council Chair.

Additional work elements were identified and are being negotiated with the top-ranked firm. A final recommendation will be distributed to the Commission at the September meeting. Funding for this work has been included in the adopted FY 2013/2014 budget.