JOINT MEETING

RIVERFRONT JOINT POWERS AUTHORITY BOARD/
POLICY STEERING COMMITTEE

In accordance with the requirements of California Government Code section 54950 et seq., notice is hereby given of a joint meeting of the Board of Directors of the Riverfront Joint Powers Authority/Policy Steering Committee at the following time and location:

March 20, 2018, at 10:00 a.m.
Sacramento Area Council of Governments
Rivers Rooms
1415 L Street, Suite 300
Sacramento, CA 95814

AGENDA

ROLL CALL

JPA Directors: Councilmember Jeff Harris; Councilmember Chris Ledesma; Vice Chair Christopher Cabaldon; and Chair Steve Hansen

Policy Steering Committee Members: Mayor Linda Budge (Alternate), Mayor Christopher Cabaldon, Jack Ehnes, Mark Friedman, Vice Mayor Steve Hansen, Councilmember Jeff Harris, Councilmember Mark Johannassen (Alternate), Denton Kelley, Councilmember Chris Ledesma, Councilmember Beverly Sandeen (Alternate), Councilmember Jay Schenirer (Alternate), David Taylor, Supervisor Oscar Villegas

INTRODUCTIONS

ACTION ITEMS

1. Adoption of February 20, 2018, Minutes

2. Appointment of Fifth Director to Joint Powers Authority Board
3. Adopt Revised Budget

4. Award Contract for Construction Management Services and Approve Work Order No. 1 for Construction Management Services

5. Authorize Solicitation of Proposals for Project Control Services

6. Award Contract for Vehicle Maintenance Facility Design

7. Delegation of Authority to Award/Signature Authority

INFORMATION ITEMS

8. Project Status Report
   a. Caltrans
   b. Utilities
   c. Vehicles
   d. Stations
   e. Governance
   f. Federal budget

9. Other Items

PUBLIC COMMENT

Members of the public are provided the opportunity to address the Board on matters not on the agenda and within the subject matter jurisdiction of the Authority.

ADJOURNMENT

Note: The Board may take action on any matter, however listed on this Agenda, and whether or not listed on this Agenda, to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

Accessibility: The meeting is accessible to the disabled, in compliance with the Americans with Disabilities Act and other applicable laws and regulations. A person who requires a modification or accommodation, auxiliary aids or services in order to participate in this meeting, including receiving this agenda and attachments in an alternative format, should contact Lanette Espinoza at (916) 340-6236 as soon as possible and preferably at least 48 hours prior to the meeting.
MEMORANDUM

TO: Board of Directors
   Riverfront Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 1
    Adoption of February 20, 2018, Meeting Minutes

DATE: March 20, 2018

DISCUSSION:

A meeting of the Riverfront Joint Powers Authority was held on February 20, 2018. Attached are the draft minutes from the meeting.

RECOMMENDATION:

Staff recommends adoption of the attached minutes.
Draft Minutes – February 20, 2018

Joint Meeting
Riverfront Joint Powers Authority Board of Directors
Downtown/Riverfront Streetcar Project
Policy Steering Committee

SACOG Rivers Room 1415 L Street, Suite 300
Sacramento, CA 95814

Chair Hansen called the meeting to order at 10:02 a.m.

1) Introductions – Board members attending were: Directors Harris, Ledesma, Vice Chair Cabaldon, and Chair Hansen.

PSC members attending were:

City of Sacramento Appointees:
   Councilmember Steve Hansen
   Councilmember Jeff Harris
   David Taylor

West Sacramento Appointees:
   Mayor Christopher Cabaldon
   Councilmember Chris Ledesma
   Jack Ehnes

Sacramento Regional Transit District Appointee:
   Councilmember Jeff Harris

Yolo County Transportation District Appointee:
   Councilmember Beverly Sandeen

Staff attending were: Kirk Trost, SACOG
   John Valsecchi, SACOG Project Manager
   Denix Anbiah, City of West Sacramento
   Jason McCoy, City of West Sacramento
   Fedolia “Sparky” Harris, City of Sacramento
   Tim Spangler, Regional Transit
   Ed Scofield, Regional Transit
   Chris Flores, Regional Transit
   Neil Nance, Regional Transit
   Mike Luken, Yolo County Transportation District
2) **Adoption of November 30, 2017, Minutes**

Director Harris made the motion, seconded by Director Ledesma, to approve the minutes of the November 30, 2017, Joint Streetcar JPA & Policy Steering Committee meeting as submitted. The motion passed unanimously.

3) **Selection of Time and Place of Regular Board Meetings**

Director Ledesma made the motion, seconded by Director Harris, that the time and place of regular board meetings will be the third Tuesday of each month at 10:00 a.m. in Sacramento. The motion passed unanimously.

4) **Appointment of Fifth Director to Joint Powers Authority Board:**

Director Harris made the motion, seconded by Director Ledesma, to continue this item to the next meeting, and in the meantime a subcommittee will meet to discuss nominees to bring to the board. Chair Hansen abstained. The motion passed.

5) **Adoption of FY 2018 Annual Budget:**

Vice Chair Cabaldon made the motion, seconded by Director Ledesma, that staff look for ways to defer budget items, but that still allow the project to move forward. The board also directed that this item be brought back to the next meeting to allow the board to review costs. The motion passed unanimously.

6) **Delegation of Authority:**

Vice Chair Cabaldon made the motion, seconded by Director Harris, that authority is delegated to Kirk Trost to execute permits, applications, agreements, and related documents that carry no financial obligation and are necessary to expedite the project. The board also directed that a new version of the delegation of authority be brought back to the next meeting. The motion passed unanimously.

7) **Project Status Report:**

Kirk Trost, John Valsecchi, and Ed Scofield provided the status report.

8) **Other items:**

Kirk Trost announced that a letter would be sent to FTA Region IX Administrator Rogers to advise him that the governance structure for the project is in place. Kirk asked to receive comments on the letter by the next day.
**Public Comment:**
Steven Bourasa, Eye on Sacramento, commented in opposition to the Streetcar project. He asked that the board consider the cost of the project in comparison to the cost to purchase buses.

Eric Crane, Downtown Sacramento Partnership, complimented the team regarding route optimization and commented that there should be a business representative on the board. He also recommended that a business advisory committee be formed.

There being no further business, Vice Chair Cabaldon declared the meeting adjourned at 11:25 a.m.
MEMORANDUM

TO: Board of Directors  
   Riverfront Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 2  
   Appointment of Fifth Director to Joint Powers Authority Board

DATE: March 20, 2018

DISCUSSION:

Section 6(a) of the Joint Exercise of Powers Agreement for Riverfront Joint Powers Authority provides that a fifth director to the Board of Directors shall be elected by the two city representatives appointed by each city.

RECOMMENDATION:

None
MEMORANDUM

TO: Board of Directors
Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 3
Adoption of Amendment #1 to the FY 2018 Project Budget

DATE: March 20, 2018

DISCUSSION:

This item will be provided to the board prior to the meeting.
MEMORANDUM

TO: Board of Directors
   Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 4
    Award a Contract for Construction Management Services and
    Approve Work Order No. 1 for Construction Management Services

DATE: March 20, 2018

DISCUSSION:

On July 24, 2017, the SacRT Board authorized solicitation of proposals for Downtown Riverfront Streetcar Construction Management Services (“CM Services”). The selected consultant will provide a team of professionals to assist the Project team in managing the time, cost, safety, and quality of the Project construction.

On October 21, 2017, staff received proposals from three firms. Each proposal was scored based on their Project understanding, staffing and experience, and approach to the work. Following proposal reviews and interviews by the selection committee, consisting of representatives of SacRT, City of Sacramento, and City of West Sacramento staff, PGH Wong Engineering, Inc. was selected as the most qualified firm to perform this work.

Based on cost negotiations with PGH Wong, the not-to-exceed amount of the contract will be $12,000,000. This contract will be a Work Order based contract and will provide CM Services through design, construction, start of Revenue Service, and closeout of the construction contract.

On March 12, 2018, the SacRT Board delegated authority to its General Manager/CEO to award the CM Services contract and to approve Work Order No. 1. SacRT expects to award the CM Services contract and approve Work Order No. 1 following completion of all negotiations and pending JPA Board approval.

Assuming that the contract for Streetcar Construction Management Services is executed, Work Order No. 1, with a not-to-exceed price of $399,507.86, would be for General Administration, Constructability Review, Risk Review, Specifications Review, Value Engineering, Bidability Review, Quality Assurance Assessment, Schedule Analysis, development of a Project Construction Management manual, and other
pre-construction work necessary to prepare for construction of the Project. Work Order No. 1 will be funded by the existing Interagency Agreement entered into by SacRT and the Cities in June 2017.

RECOMMENDATION:

Staff recommends the Board approve the award of the Streetcar Construction Management Services to PGH Wong Engineering, Inc. in an amount not to exceed $12,000,000, and also approve Work Order No.1 in an amount not to exceed $399,507.86.
RESOLUTION NO. 2018-13

AWARD A CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES AND
APPROVE WORK ORDER NO. 1 FOR CONSTRUCTION MANAGEMENT SERVICES

BE IT RESOLVED the Board of Directors of the Riverfront Joint Powers Authority authorizes the award of the Construction Management Services contract to PGH Wong, Inc. for an amount not to exceed $12,000,000, and approves Work Order No. 1 for Construction Management Services in an amount not to exceed $399,507.86.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 20th day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:

__________________________
Chairperson

ATTEST:

__________________________
Secretary
MEMORANDUM

TO: Board of Directors
    Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 5
    Authorize Solicitation of Proposals for Project Control Services

DATE: March 20, 2018

DISCUSSION:

Consultant services will be needed to provide Streetcar project control services during completion of Final Design, construction, and start-up phases of the project. The project control services will fulfill three very important project functions:

1. To assist the Project team in establishing and carrying out an internal project control function;
2. To provide the Project team with an independent analysis and review of schedule, cost, and contract issues; and
3. To provide independent process discipline and project management advice to the project team during the final design, construction, and start-up phases of the project.

The scope of work will involve scheduling, estimate reviews, project cost tracking and monitoring, status and progress reporting, trend analysis, procurement assistance, specification review, contract administration support, and document control support. The Project Control Consultant will supplement the efforts of staff by providing special experience, expertise, and skills required to undertake the necessary project controls activities while maintaining an independent voice to help ensure the project is completed on time and within budget.

The work will be completed over a four-year period with work tasks performed on a Work Order basis. The total not-to-exceed amount of this project will be $1,500,000. After negotiating the price for a Work Order, staff will return to the Board to seek award of the contract and subsequent work orders. Upon Board approval, staff will direct SacRT staff to advance solicitation of this contract.
RECOMMENDATION:

Staff recommends authorization for solicitation of proposals for Project Control Services for the Downtown Riverfront Streetcar Project.
RESOLUTION NO. 2018-14

AUTHORIZE SOLICITATION OF PROPOSALS
FOR PROJECT CONTROL SERVICES

BE IT RESOLVED that the Board of Directors of the Riverfront Joint Powers Authority authorizes the solicitation of proposals for Project Control services.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 20th day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson

ATTEST:

Secretary
MEMORANDUM

TO: Board of Directors
   Riverfront Joint Powers Authority

FROM: Streetcar Project Management Team

RE: Staff Report, Agenda Item 6
    Award the Contract for Streetcar Vehicle Maintenance and Service Facility Design
    Services to Stantec Architecture, Inc. and Conditionally Delegate Authority to the Project
    Executive to Execute an Amendment to Exercise Options

DATE: March 20, 2018

DISCUSSION:

On April 24, 2017, the SacRT Board of Directors authorized release of a Request for Proposals (RFP) for Streetcar Vehicle Maintenance and Service Facility Design Services. On August 1, 2017, SacRT received three proposals for design services. Following submittal reviews and interviews with a committee consisting of staff from SacRT, Sacramento Area Council of Governments (SACOG), City of Sacramento, and City of West Sacramento, it was determined that RNL Design, Inc. was the most qualified firm to perform this work. RNL was subsequently acquired by Stantec Architecture, Inc. (Stantec).

At the time the RFP was issued, it was assumed that the entire scope of the contract would be awarded at one time. However, due to cash flow issues and in accordance with Board direction, staff proposes to divide the work into smaller sub-tasks. Stantec agreed to this approach and restructured its pricing proposal to reflect the new subdivision of work.

The amount of the Stantec contract is $1,848,284.79. Staff reviewed the proposal and determined that the cost is fair and reasonable for the cost of design, including design support during construction.

On January 22, 2018, the SacRT Board awarded the Contract for Streetcar Vehicle Maintenance and Service Facility Design Services to Stantec Architecture, Inc. and Conditionally Delegated Authority to the General Manager/CEO to Execute Amendments to Exercise Options.

In order to manage Project cash flow, staff proposes to award only work through the Conceptual Design phase and perform geotechnical studies. The total amount of these initial tasks would be $356,140.09, which would be funded by the existing July 10, 2017, interagency agreement between SacRT and the cities.
Upon receipt of additional funding through an executed cost reimbursement agreement between SacRT and the cities of Sacramento and West Sacramento, or the newly-created Authority, Staff will then pursue an amendment with Stantec for additional tasks, based on the option pricing in the Stantec contract has provided and authorized and available funding.

RECOMMENDATION
Staff recommends the Board approve the award of a contract with Stantec Architecture, Inc. for an amount not to exceed $356,140.09 and conditionally delegate authority to the Authority Project Executive to execute an amendment in an aggregate amount not to exceed for $1,492,144.70 to exercise options for the remaining design work for this contract upon execution of a cost reimbursement fully covering SacRT’s costs for the performance of this work.
RESOLUTION NO. 2018-16

AWARD A CONTRACT FOR STREETCAR VEHICLE MAINTENANCE AND SERVICE FACILITY DESIGN TO STANTEC ARCHITECTURE, INC. AND CONDITIONALLY DELEGATE AUTHORITY TO THE PROJECT EXECUTIVE TO EXECUTE AN AMENDMENT TO EXERCISE OPTIONS AS ADDITIONAL FUNDING BECOMES AVAILABLE

BE IT RESOLVED that the Board of Directors of the Riverfront Joint Powers Authority authorizes the award of the contract for Streetcar Vehicle Maintenance and Service Facility Design Services to Stantec Architecture, Inc. and conditionally delegates authority to the Project Executive to execute an amendment to exercise options.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this this 20th day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson

ATTEST:

Secretary
DISCUSSION:

On February 20, 2108, the Authority Board of Directors adopted a resolution delegating authority to Kirk Trost, as the designated executive for the project, to execute permits, applications, agreements, and related documents that carry no financial obligation and are necessary to expedite the project. This delegation was intended to delegate authority not otherwise delegated by the Authorities contract and purchasing procedures. However, the Board of Directors asked that staff return to the Board with a narrower delegation to ensure that the exercise of delegated authority is within the scope of the project.

To meet the Board’s request, staff recommends that the delegation be modified as follows. First, that the designated executive have authority to execute the following documents:

- Permit applications to third parties (railroads)
- Encroachment applications (Caltrans)
- Agreements with utilities (to relocate at their own expense)
- Agreements with Caltrans for project cooperation
- California Public Utility Commission Applications
- Federal Railroad Administration Petitions

Second, that the designated executive has authority to execute other routine documents that meet the following conditions: (1) execution is necessary to advance the Project; (2) delay in executing the document would impact the Project schedule or budget; (3) executing the document is consistent with the Board-adopted schedule and budget for the Project; and (4) the designated executive has consulted with the Chair and Vice Chair of the Board.
RECOMMENDATION:

Staff recommends the Board delegate authority to the designated executive as provided herein.
RESOLUTION NO. 2018-15

AUTHORIZING EXECUTION OF PROJECT DOCUMENTS

BE IT RESOLVED that the Board of Directors of the Riverfront Joint Powers Authority hereby authorizes the designated Project Executive to execute the following documents:

- Permit applications to third parties (railroads)
- Encroachment applications (Caltrans)
- Agreements with utilities (to relocate at their own expense)
- Agreements with Caltrans for project cooperation
- California Public Utility Commission Applications
- Federal Railroad Administration Petitions

BE IT FURTHER RESOLVED that the designated Project Executive is authorized to execute other routine documents that meet the following conditions: (1) execution is necessary in order to advance the Project; (2) delay in executing the document would impact the Project schedule or budget; (3) executing the document is consistent with the Board-adopted schedule and budget for the Project; and (4) the designated executive has consulted with the Chair and Vice Chair of the Board.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this this 20th day of March, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  

Chairperson

ATTEST:

Secretary
March 12, 2018

Wayne A. Lewis, Project Manager
Caltrans, District 03
703 B St, Marysville, CA 95901

RE: Encroachment Permit for Downtown Riverfront Streetcar Vehicle Maintenance Facility in West Sacramento

Dear Mr. Lewis:

Attached is an Encroachment Permit Application (Application) for the Downtown Riverfront Streetcar Vehicle Maintenance Facility (VMF) in West Sacramento (Project Permit Number CT 02). The Riverfront Joint Powers Authority (JPA) is submitting this Application to place a portion of our VMF under the Pioneer Bridge in West Sacramento. This encroachment permit is being requested to construct operating tracks to access the VMF and storage tracks for streetcar vehicles under the existing US 50 structure as indicated on the Application's Exhibit.

This Application is predicated upon Caltrans' participation in the Project Management Team's (PMT) meetings and numerous discussions with Caltrans. The Application is based upon:

- The Project Schedule - Our current schedule requires approval of this Application in the immediate future in order to ensure our Small Starts Grant Agreement (SSGA) funding can be approved within the next few months. The SSGA is our funding mechanism from the Federal Transit Administration (FTA). Receipt of this Encroachment Permit is a condition of receiving our FTA SSGA funding. Our current schedule requires approval of this Application in the next 30 days.

- Placement of the VMF - We understand that Caltrans will not permit placement of any permanent occupiable structures under US 50 at this location. Our VMF building will be located outside of the State Right of Way (R/W). Only streetcar operating tracks, storage tracks, overhead catenary system (OSC) lines to power the streetcars, employee parking, and miscellaneous elements (fences, lighting, etc.) will be placed under the structure.

- Project Design Documents – The design plans for the VMF are preliminary at this time, but the encroachment permit is being sought now as a conceptual approval to ensure the SSGA process can move forward. An exhibit showing the preliminary footprint is attached to the application. JPA hereby provides commitment to Caltrans that construction will not be initiated without obtaining all approvals needed from Caltrans and other agencies.
• Early Application for Encroachment Permit - We request Caltrans issue an encroachment permit to the JPA now, as conceptual approval, and JPA understands that the permit will include conditions that must be met prior to beginning of construction work within the State R/W. We acknowledge those conditions will include the requirement that the JPA’s construction contractor apply for and receive a separate encroachment permit before commencement of any construction activities within the State R/W.

Prior to advertising the work for construction, the JPA will apply for and receive an encroachment permit rider. The application for the rider will include a recommendation from the Caltrans Project Manager confirming that Caltrans has approved final engineering plans, specifications, and estimate for all construction activities within the State R/W and that all required agreements have been executed including, but not limited to, a Joint Use and Maintenance Agreement and a R/W Use Agreement.

• Plan Submission Documents – The JPA and its contractors are working closely with Caltrans functional units during preparation of the final plans, specifications, and estimate (PS&E). The JPA will submit a minimum of six complete sets of the PS&E package when submitting it for final approval. JPA is committed to submit all requested plans/documents in a timely manner and to provide adequate time to Caltrans to enable quality review of the submittals. JPA acknowledges approvals needed by various agencies like FHWA for work in Caltrans right-of-way and commits to support Caltrans with all required information/documentation to facilitate such approvals. JPA will build the time required to obtain all approvals from Caltrans and other agencies into the project schedule. Although a relatively small amount of work for the overall streetcar project will be within the State R/W, Caltrans reviewers have requested the ability to consult the plans for work outside of the State R/W for context. Due to the size of our plan package (500+ sheets), we are requesting approval to submit a CD with an electronic version of our plans for your use that includes the identification of all sheets involving work within the State R/W. I believe that format would be most useful to Caltrans reviewers and is a more environmentally sustainable option. We would be happy to print and provide hard copies for specific sheets as requested.

Please process this Application expeditiously. If any additional information is required, please contact John Valsecchi, our Project Manager at 916-243-8347 or jvalsecchi@sacog.org.

Sincerely,

Kirk Trost
Riverfront Joint Powers Authority

cc: John Valsecchi, Riverfront Joint Powers Authority
Darryl Abansado, Sacramento Regional Transit District
Ed Scofield, Sacramento Regional Transit District
Sutha Suthahar, Caltrans District 03
Downtown Riverfront Streetcar Project Management Team
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable. This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY
   YOLO

2. ROUTE
   50

3. POSTMILE
   2.93-3.01

4. ADDRESS OR STREET NAME
   S. River Road

5. CITY
   West Sacramento

6. CROSS STREET 
   (Distance and direction from project site)
   Immediately north of EB On Ramp to US 50

7. PORTION OF RIGHT-OF-WAY
   Under Bridges No. 24 0004 L & R

8. WORK TO BE PERFORMED BY
   □ OWN FORCES □ CONTRACTOR

9. ESTIMATED START DATE
   January 2020

10. ESTIMATED COMPLETION DATE
    January 2022

11. EXCAVATION
    MAX. DEPTH
    8' (pole fd)
    AVG. DEPTH
    2 ft
    AVG. WIDTH
    250 ft
    LENGTH
    500 ft

12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY
    $1,100,000.00

13. PIPES
    PRODUCT TYPE
    DIAMETER

14. CALTRANS' PROJECT CODE (ID)
    EA 03-3F850 EFIS 0314000007

15. □ Double Permit Parent Permit Number N/A

   Applicant's Reference Number / Utility Work Order Number
   CT Permit 02

16. Have your plans been reviewed by another Caltrans branch?
    □ NO □ YES (if "YES") Who? PMs Wayne Lewis & Sutha Suthahar

17. Completely describe work to be done within STATE Highway right-of-way:

   Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

   The work to support the Sacramento Riverfront Streetcar in the air space under the Sacramento River Viaducts (aka Pioneer Bridge) (Bridge No. 24 0004 L&R) includes 1.) operating tracks, overhead catenary system (OSC) for power supply, and communication lines within the local street easement under the structures. 2.) streetcar storage tracks and OCS associated with the Vehicle Maintenance Facility (VMF) within the City of West Sacramento's air space lease. 3.) employee parking lot. 4.) miscellaneous elements (drainage, fences, lighting, etc.)

   No attachments to Caltrans structures are required. Existing columns will be avoided, protected from damage, and provided adequate drainage. Drainage system will move all collected water off-site.

   JPA agrees that it will have to move or be responsible for any damage to improvements it makes within the State R/W under this permit that may be in conflict with future Caltrans structure inspection, maintenance, or construction activities.

18. Is a City, County or other public agency involved in the approval of this project?
    □ YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)
      □ COMMERCIAL DEVELOPMENT □ BUILDING □ GRADING □ OTHER streetcar system and related facilities
      □ CATEGORICALLY EXEMPT □ NEGATIVE DECLARATION □ ENVIRONMENTAL IMPACT REPORT □ OTHER Mitigated Neg Dec & EA/IS

    □ NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)
      □ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING □ FENCE
      □ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS □ MAILBOX
      □ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS □ EROSION CONTROL
      □ OTHER □ LANDSCAPING

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
The following questions must be completed when a City, County or other public agency is NOT involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? YES NO

(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO

(If "YES", provide a description)

21. Is work being done on the applicant's property? YES NO

(If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?

YES NO

If "YES", estimate the area within State Highway right-of-way in square feet AND acres: 200,000 (ft²) AND 4.59 (acres)

estimate the area outside of State Highway right-of-way in square feet AND acres: (ft²) AND (acres)

23. Will the proposed project require dewatering?

YES NO

If "YES", estimate total gallons AND gallons/month: (gallons) AND (gallons/month)

SOURCE: STORM WATER NON-STORM WATER

(See Caltrans SWMP for definitions of non-storm water discharge: http://www.dot.ca.gov/hq/env/stormwater/index.htm)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

☑ Storm Drain System ☐ Combined Sewer / Storm System ☐ Storm Water Retention Basin

☐ Other (explain): 
PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation’s (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys’ fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department’s current Design Information Bulletin 82, “Pedestrian Accessibility Guidelines for Highway Projects”, the Department’s Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department’s Encroachment Permits Manual and encroachment permit. Compliance with the Department’s NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department’s Construction Website at:

http://www.dot.ca.gov/hq/construc/stormwater

26. NAME OF APPLICANT OR ORGANIZATION

Downtown Riverfront Streetcar Joint Powers Authority - Kirk Trost

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)

2811 O Street, Sacramento, CA 95814

PHONE NUMBER

FAX NUMBER

ktrost@sacog.org / jvalsecchi@sacog.org

916-243-8347

916-321-9551

28. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #26)

N/A

IS A LETTER OF AUTHORIZATION ATTACHED?

☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

27. NAME OF BILLING CONTACT (Same as #25 ☐ Same as #26 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Kirk Trost

28. PRINT OR TYPE NAME

30. TITLE

31. DATE
March 12, 2018

Wayne A. Lewis, Project Manager
Caltrans, District 03
703 B St, Marysville, CA 95901

RE: Encroachment Permit for Downtown Riverfront Streetcar Guideway Crossings Near I Street

Dear Mr. Lewis:

Attached is an Encroachment Permit Application (Application) for the Downtown Riverfront Streetcar Vehicle Guideway crossing near I Street in Sacramento (Project Permit Number CT 01). The Riverfront Joint Powers Authority (JPA) is submitting this Application to request authorization to construct an operating guideway for streetcar vehicles to cross a parcel between I Street and the southbound on ramp from I Street to Interstate 5 (I-5) and to pass under the north bound on ramp from I Street to I-5 as indicated on the Application’s Exhibit.

This Application is predicated upon Caltrans’ participation in the Project Management Team’s (PMT) meetings and numerous discussions with Caltrans. The Application is based upon:

- The Project Schedule - Our current schedule requires approval of this Application in the immediate future in order to ensure our Small Starts Grant Agreement (SSGA) funding can be approved within the next few months. The SSGA is our funding mechanism from the Federal Transit Administration (FTA). Receipt of this Encroachment Permit is a condition of receiving our FTA SSGA funding. Our current schedule requires approval of this Application in the next 30 days.

- Project Design Documents – The design plans for the project are preliminary at this time, but the encroachment permit is being sought now as a conceptual approval to ensure the SSGA process can move forward. An exhibit showing the preliminary footprint is attached to the application. JPA hereby provides commitment to Caltrans that construction will not be initiated without obtaining all approvals needed from Caltrans and other agencies.

- Early Application for Encroachment Permit - We request Caltrans issue an encroachment permit to the JPA now, as conceptual approval, and JPA understands that the permit will include conditions that must be met prior to beginning of
construction work within the State R/W. We acknowledge those conditions will include the requirement that the JPA’s construction contractor apply for and receive a separate encroachment permit before commencement of any construction activities within the State R/W.

Prior to advertising the work for construction, the JPA will apply for and receive an encroachment permit rider. The application for the rider will include a recommendation from the Caltrans Project Manager confirming that Caltrans has approved final engineering plans, specifications, and estimate for all construction activities within the State R/W and that all required agreements have been executed including, but not limited to, a Joint Use and Maintenance Agreement and a R/W Use Agreement.

- **Plan Submission Documents** – The JPA and its contractors are working closely with Caltrans functional units during preparation of the final plans, specifications, and estimate (PS&E). The JPA will submit a minimum of six complete sets of the PS&E package when submitting it for final approval. JPA is committed to submit all requested plans/documents in a timely manner and to provide adequate time to Caltrans to enable quality review of the submittals. JPA acknowledges approvals needed by various agencies like FHWA for work in Caltrans right-of-way and commits to support Caltrans with all required information/documentation to facilitate such approvals. JPA will build the time required to obtain all approvals from Caltrans and other agencies into the project schedule. Although a relatively small amount of work for the overall streetcar project will be within the State R/W, Caltrans reviewers have requested the ability to consult the plans for work outside of the State R/W for context. Due to the size of our plan package (500+ sheets), we are requesting approval to submit a CD with an electronic version of our plans for your use that includes the identification of all sheets involving work within the State R/W. I believe that format would be most useful to Caltrans reviewers and is a more environmentally sustainable option. We would be happy to print and provide hard copies for specific sheets as requested.

Please process this Application expeditiously. If any additional information is required, please contact John Valsecchi, our Project Manager at 916-243-8347 or jvalsecchi@sacog.org.

Sincerely,

Kirk Trost
Riverfront Joint Powers Authority

cc: John Valsecchi, Riverfront Joint Powers Authority
    Darryl Abansado, Sacramento Regional Transit District
    Ed Scofield, Sacramento Regional Transit District
    Sutha Suthahar, Caltrans District 03
    Downtown Riverfront Streetcar Project Management Team
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.
This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY: SACRAMENTO
2. ROUTE: 5
3. POSTMILE: 23.8

4. ADDRESS OR STREET NAME: 3rd Street Extended
5. CITY: Sacramento
6. CROSS STREET (Distance and direction from project site): I Street
7. PORTION OF RIGHT-OF-WAY: Bridge No. 24-0069R

8. WORK TO BE PERFORMED BY: [ ] OWN FORCES [ ] CONTRACTOR

9. ESTIMATED START DATE: January 2020

10. ESTIMATED COMPLETION DATE: January 2022

11. EXCAVATION:
   - MAX. DEPTH: 8' (pole ft)
   - AVG. DEPTH: 24 inches
   - AVG. WIDTH: 36 feet
   - LENGTH: 100 feet
   - SURFACE TYPE: [ ] FEDERAL [ ] STATE [ ] LOCAL [ ] PRIVATE

12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY: $200,000.00
    FUNDING SOURCE(S): [ ] FEDERAL

13. PIPES:
    - PRODUCT TYPE: N/A
    - DIAMETER: N/A
    - VOLTAGE / PSIG: N/A

14. CALTRANS’ PROJECT CODE (ID): EA 03-3F850 EFIS 0314000007

15. [ ] Double Permit Parent Permit Number N/A
    Applicant's Reference Number / Utility Work Order Number: CT Permit 01

16. Have your plans been reviewed by another Caltrans branch?
    [ ] NO [ ] YES (If "YES") Who? PMs Wayne Lewis & Sutha Suthahar

17. Completely describe work to be done within STATE Highway right-of-way:

   The work to support the Sacramento Riverfront Streetcar crossing over a parcel between I Street and the on ramp from I Street to SB I-5 and under the ramp from I Street to NB I-5. Note that while the streetcar guideway will cross over the SB on ramp, that portion of the ramp has been relinquished to the City of Sacramento.

   The construction consists of excavating 24 inches deep with a width of 36 feet, placing rebar and 115RE tee rail, and placing high strength concrete in the excavation and returning the ramps to their original configurations. Traffic signals will be installed as indicated on the attached exhibit. Wires for the 800VDC overhead catenary system (OCS) to supply power to streetcars will go under the northbound on ramp at approximately 15 feet above the track. The OCS will not be attached to the structure, but insulated barriers may be attached to the underside of the structure, with adhesives, where potential wire chaffing or contact may occur.

   JPA agrees that it will have to move or be responsible for any damage to improvements it makes within the State R/W under this permit that may be in conflict with future Caltrans structure inspection, maintenance, or construction activities.

18. Is a City, County or other public agency involved in the approval of this project?
    [ ] YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)
    [ ] COMMERCIAL DEVELOPMENT [ ] BUILDING [ ] GRADING [ ] OTHER streetcar system and related facilities
    [ ] CATEGORICALLY EXEMPT [ ] NEGATIVE DECLARATION [ ] ENVIRONMENTAL IMPACT REPORT [ ] OTHER Mitigated Neg Dec & EA/IS

    [ ] NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)
    [ ] DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING [ ] FENCE
    [ ] PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS [ ] MAILBOX
    [ ] FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS [ ] EROSION CONTROL
    [ ] OTHER LANDSCAPING

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
The following questions must be completed when a City, County or other public agency is NOT involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant’s responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any “YES” answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 65 dBA (e.g. jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  □ YES  □ NO  (If “YES”, provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  □ YES  □ NO  (If “YES”, provide a description)

21. Is work being done on the applicant’s property?  □ YES  □ NO  (If “YES”, attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  □ YES  □ NO

   If “YES”, estimate the area within State Highway right-of-way in square feet AND acres:  3,600 (ft²) AND 0.083 (acres)

   estimate the area outside of State Highway right-of-way in square feet AND acres:  

23. Will the proposed project require dewatering?  □ YES  □ NO

   If “YES”, estimate total gallons AND gallons/month.  (gallons) AND  

   SOURCE:  □ STORM WATER  □ NON-STORM WATER


24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

   □ Storm Drain System  □ Combined Sewer / Storm System  □ Storm Water Retention Basin

   □ Other (explain):  
PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-Of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

http://www.dot.ca.gov/hr/construc/stormwater

28. NAME OF APPLICANT OR ORGANIZATION
Downtown Riverfront Streetcar Joint Powers Authority - Kirk Trost

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
2811 O Street, Sacramento, CA 95814

PHONE NUMBER FAX NUMBER
916-243-8347 916-321-9551

28. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #28)
N/A

IS A LETTER OF AUTHORIZATION ATTACHED?
☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

PHONE NUMBER FAX NUMBER

27. NAME OF BILLING CONTACT (Same as #25 ☐ Same as #26 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

PHONE NUMBER FAX NUMBER

30. TITLE

31. DATE

3/12/18

32. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Kirk Trost
March 12, 2018

Wayne A. Lewis, Project Manager
Caltrans, District 03
703 B St, Marysville, CA 95901

RE: Encroachment Permit for Downtown Riverfront Streetcar Guideway across Tower Bridge and Capitol Mall O.C.

Dear Mr. Lewis:

Attached is an Encroachment Permit Application (Application) for the Downtown Riverfront Streetcar Vehicle Guideways across Tower Bridge and Capitol Mall Overcrossing (O.C.) in Sacramento (Project Permit Number CT 03). The Riverfront Joint Powers Authority (JPA) is submitting this Application to request authorization to construct an operating guideway for streetcar vehicles to cross over the Sacramento River on the Tower Bridge (State Route 275) and over Interstate 5 on the Capitol Mall O.C. as indicated on the Application’s Exhibit.

This Application is predicated upon Caltrans’ participation in the Project Management Team’s (PMT) meetings and numerous discussions with Caltrans. The Application is based upon:

- **The Project Schedule** - Our current schedule requires approval of this Application in the immediate future in order to ensure our Small Starts Grant Agreement (SSGA) funding can be approved within the next few months. The SSGA is our funding mechanism from the Federal Transit Administration (FTA). Receipt of this Encroachment Permit is a condition of receiving our FTA SSGA funding. Our current schedule requires approval of this Application in the next 30 days.

- **Project Design Documents** – The design plans for the guideways (rails, overhead power supply, communication lines, bridge locking mechanisms, switches and signals) are preliminary at this time, but the encroachment permit is being sought now as a conceptual approval to ensure the SSGA process can move forward. An exhibit showing the preliminary footprint is attached to the application. JPA hereby provides commitment to Caltrans that construction will not be initiated without obtaining all approvals needed from Caltrans and other agencies.

- **Early Application for Encroachment Permit** - We request Caltrans issue an encroachment permit to the JPA now, as conceptual approval, and JPA understands that the permit will include conditions that must be met prior to beginning of
construction work within the State R/W. We acknowledge those conditions will include the requirement that the JPA's construction contractor apply for and receive a separate encroachment permit before commencement of any construction activities within the State R/W.

Prior to advertising the work for construction, the JPA will apply for and receive an encroachment permit rider. The application for the rider will include a recommendation from the Caltrans Project Manager confirming that Caltrans has approved final engineering plans, specifications, and estimate for all construction activities within the State R/W; that all required agreements have been executed including, but not limited to, a Joint Use and Maintenance Agreement, a R/W Use Agreement, and a permit from the State Lands Commission for crossing Tower Bridge.

- **Plan Submission Documents** – The JPA and its contractors are working closely with Caltrans functional units during preparation of the final plans, specifications, and estimate (PS&E). The JPA will submit a minimum of six complete sets of the PS&E package when submitting it for final approval. JPA is committed to submit all requested plans/documents in a timely manner and to provide adequate time to Caltrans to enable quality review of the submittals. JPA acknowledges approvals needed by various agencies like FHWA for work in Caltrans right-of-way and commits to support Caltrans with all required information/documentation to facilitate such approvals. JPA will build the time required to obtain all approvals from Caltrans and other agencies into the project schedule. Although a relatively small amount of work for the overall streetcar project will be within the State R/W, Caltrans reviewers have requested the ability to consult the plans for work outside of the State R/W for context. Due to the size of our plan package (500+ sheets), we are requesting approval to submit a CD with an electronic version of our plans for your use that includes the identification of all sheets involving work within the State R/W. I believe that format would be most useful to Caltrans reviewers and is a more environmentally sustainable option. We would be happy to print and provide hard copies for specific sheets as requested.

Please process this Application expeditiously. If any additional information is required, please contact John Valsecchi, our Project Manager at 916-243-8347 or jvalsecchi@sacog.org.

Sincerely,

Kirk Trost
Riverfront Joint Powers Authority

cc: John Valsecchi, Riverfront Joint Powers Authority  
Darryl Abansado, Sacramento Regional Transit District  
Ed Scofield, Sacramento Regional Transit District  
Sutha Suthahar, Caltrans District 03  
Downtown Riverfront Streetcar Project Management Team
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.
This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY
   YOLO/SACRAMENTO

2. ROUTE
   275

3. POSTMILE
   YOL 13.1/SAC 0.0

4. ADDRESS OR STREET NAME
   Tower Bridge & Capitol Mall O.C.

5. CITY
   West Sacramento/Sacramento

6. CROSS STREET (Distance and direction from project site)
   Bridges No. 22-0021 & 24-0236

8. WORK TO BE PERFORMED BY
   [ ] OWN FORCES [ ] CONTRACTOR

9. ESTIMATED START DATE
   January 2020

10. ESTIMATED COMPLETION DATE
    January 2022

11. EXCAVATION
    MAX. DEPTH N/A
    AVG. DEPTH N/A
    AVG. WIDTH N/A
    LENGTH N/A

12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY
    $3,200,000.00

13. PIPES
    PRODUCT TYPE N/A
    DIAMETER N/A
    VOLTAGE/PSIG N/A

14. CALTRANS' PROJECT CODE (ID)
    EA 03-3F850 EFIS 031400007

15. Double Permit Parent Permit Number N/A
    Applicant's Reference Number/Utility Work Order Number CT Permit 03

16. Have your plans been reviewed by another Caltrans branch?
    [ ] NO [ ] YES (If "YES") Who? PMs Wayne Lewis & Sutha Suthahar

17. Completely describe work to be done within STATE Highway right-of-way:

   The work to support the Sacramento Riverfront Streetcar crossing over Tower Bridge (Bridge No. 22-0021) and Capitol Mall Overcrossing (O.C.) (Bridge No. 24-0236).

   On Tower Bridge, the work includes construction of a guideway by removing filler material and original rails from the original guideway for the Sacramento Northern Railroad and placing new 115RE rail in the original rail troughs. Overhead 800VDC supply wires will be mounted to the structure directly over the guideway to supply streetcars with traction power. A logic circuit and locking mechanisms will need to be added to ensure streetcars do not attempt to cross when the lift span has been activated and that the bridge is locked in place when streetcars are crossing.

   On Capitol Mall O.C., the work includes installation of operating tracks and construction of an overhead catenary system (OSC) for power supply. The OCS will be supported on poles outside of the State R/W.

   JPA agrees that it will have to move or be responsible for any damage to improvements it makes within the State R/W under this permit that may be in conflict with future Caltrans structure inspection, maintenance, or construction activities. JPA understands that it will be responsible for operation, maintenance, and any required replacment of all changes to the structures made under this permit.

18. Is a City, County or other public agency involved in the approval of this project?
    [ ] YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)
    [ ] COMMERICAL DEVELOPMENT [ ] BUILDING [ ] GRAADING [ ] OTHER streetcar system and related facilities
    [ ] CATEGORICALLY EXEMPT [ ] NEGATIVE DECLARATION [ ] ENVIRONMENTAL IMPACT REPORT [ ] OTHER Mitigated Neg Dec & EA/IS

    [ ] NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)
    [ ] DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING
    [ ] PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS
    [ ] FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS
    [ ] OTHER

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
The following questions must be completed when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 85 dBA (e.g. jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? □ YES □ NO (If "YES", provide a description)

This project will reestablish an electrified rail crossing. JPA will attempt to minimize changes, but until final plans are completed cannot conclude changes are not substantial.

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? □ YES □ NO (If "YES", provide a description)

21. Is work being done on the applicant's property? □ YES □ NO (If "YES", attach complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil? □ YES □ NO

If "YES", estimate the area within State Highway right-of-way in square feet AND acres:  \( (\text{sq ft}) \) AND  \( (\text{acres}) \)

estimate the area outside of State Highway right-of-way in square feet AND acres:  \( (\text{sq ft}) \) AND  \( (\text{acres}) \)

23. Will the proposed project require dewatering? □ YES □ NO

If "YES", estimate total gallons AND gallons/month:  \( (\text{gallons}) \) AND  \( (\text{gallons/month}) \)

SOURCE: □ STORM WATER □ NON-STORM WATER


24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

□ Storm Drain System □ Combined Sewer / Storm System □ Storm Water Retention Basin □ Other (explain):
PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

http://www.dot.ca.gov/hq/construc/stormwater

26. NAME OF APPLICANT OR ORGANIZATION
Downtown Riverfront Streetcar Joint Powers Authority - Kirk Trost
ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
2811 O Street, Sacramento, CA 95814
E-MAIL ADDRESS ktrost@sacog.org / jvalsecchi@sacog.org
PHONE NUMBER
FAX NUMBER 916-243-8347
916-321-9551
28. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #26)
N/A
IS A LETTER OF AUTHORIZATION ATTACHED?
YES ☐ NO ☑
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER
27. NAME OF BILLING CONTACT (Same as #26 ☑ Same as #26 ☐)
BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER
28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT
Kirk Trost
29. PRINT OR TYPE NAME
30. TITLE
31. DATE 3/12/18
COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CONSTRUCTION OF STREETCAR IMPROVEMENTS WITHIN THE STATE HIGHWAY RIGHT OF WAY AT I-5 (SAC PM 23.4 AND 23.8), SR 275 (SAC PM 0.1 AND YOL PM 13.1), AND US 50 (YOL 50 PM 2.92/3.02), SUCH AS, BUT NOT LIMITED TO, STREETCAR GUIDEWAYS (TRACKS), OVERHEAD CATERNARY SYSTEMS (OCS) TO SUPPLY ELECTRICAL POWER, SWITCHES, COMMUNICATION SYSTEMS, AND MODIFICATIONS TO TOWER BRIDGE’S LIFT SPAN TO ACCOMMODATE STREETCARS.

Contact Information

CALTRANS

Sutha Suthahar, Project Manager
703 B Street
Marysville, CA 95901
Office Phone: (530) 741-5408
Mobile Phone: (916) 799-5794
Email: sutha.suthahar@dot.ca.gov

RIVERFRONT JOINT POWERS AUTHORITY

John Valsecchi, Project Manager
1415 L Street, Suite 300
Sacramento, CA 95814
Mobile Phone: (916) 243-8347
Email: jvalsecchi@sacog.org
COOPERATIVE AGREEMENT

for

CALTRANS Independent Quality Assurance (IQA)

This AGREEMENT, effective on ________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverfront Joint Powers Authority, a California joint powers authority, referred to hereinafter as JPA.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, the construction of streetcar improvements within the State Highway Right of Way at I-5 (SAC PM 23.4 and 23.8), SR 275 (SAC PM 0.1 and YOL PM 13.1), and US 50 (YOL PM 2.92/3.02), such as, but not limited to, streetcar guideways (tracks), Overhead Catenary Systems (OCS) to supply electrical power, switches, communication systems, and modifications to Tower Bridge’s lift span to accommodate streetcars will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the approved Project Study Report.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   • CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The Sacramento Area Council of Governments (SACOG) is the lead agency for the following work associated with this PROJECT which has been completed or is in progress:

- SACOG approved the Mitigated Negative Declaration on August 6, 2015 (Cooperative Agreement No. 03-0568).
- The Federal Transit Administration (FTA) approved the Environmental Assessment/Initial Study on February 12, 2016 (Cooperative Agreement No. 03-0568).
- SACOG is working on the R/W Certification (Cooperative Agreement No. 03-0568).
- SACOG is completing the Plans, Specifications and Estimate (Cooperative Agreement No. 03-0568).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. JPA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- JPA is the Construction IMPLEMENTING AGENCY.

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY’s quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.
Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.

16. CALTRANS’ independent quality assurance (IQA) efforts are to ensure that JPA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT’s quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. JPA will provide WORK-related products and supporting documentation upon CALTRANS’ request for the purpose of CALTRANS’ quality management work.

19. The cost of CALTRANS’ quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

20. SACOG is the CEQA Lead Agency for the PROJECT.

21. CALTRANS is a CEQA Responsible Agency for the PROJECT.

22. FTA is the NEPA Lead Agency for the PROJECT.
Environmental Permits, Approvals and Agreements

23. JPA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to JPA's responsibilities in this AGREEMENT.

24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

25. The PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>401, Regional Water Quality Control Board</td>
</tr>
<tr>
<td>404, US Army Corps Of Engineers</td>
</tr>
</tbody>
</table>

CONSTRUCTION

26. As the CONSTRUCTION IMPLEMENTING AGENCY, JPA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.20.10.xx Quality Management</td>
</tr>
</tbody>
</table>

28. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

29. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
30. CALTRANS will not issue an Encroachment Permit to JPA’s construction contractor for construction work until the following conditions are met:
   
   - CALTRANS accepts the final plans, specifications, and estimate
   - CALTRANS accepts the Right-of-Way Certification
   - Any new or amended Maintenance Agreements required for the WORK are executed.

31. JPA will require the construction contractor to furnish payment and performance bonds naming JPA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

32. JPA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, JPA also accepts responsibility to administer the construction contract.

33. CALTRANS will not issue an Encroachment Permit to JPA’s construction contractor until CALTRANS accepts:
   
   - The payment and performance bonds
   - The CONSTRUCTION Quality Management Plan

34. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.

35. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations JPA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

36. JPA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
37. CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

38. If CONSTRUCTION CAPITAL is funded with state or federal funds then JPA will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.

39. JPA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. JPA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

40. As the CONSTRUCTION IMPLEMENTING AGENCY, JPA is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.

- CALTRANS approves a request from JPA for relief from maintenance of the PROJECT or a portion thereof.

41. PARTIES will develop and execute a new or amended maintenance agreement for the PROJECT.

42. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside State Highway System right-of-way.
43. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, JPA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, JPA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

44. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
**Additional Provisions**

**Standards**

45. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

**Qualifications**

46. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

**Consultant Selection**

47. JPA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

**Encroachment Permits**

48. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
49. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

**Protected Resources**

50. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

**Disclosures**

51. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

52. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

**Hazardous Materials**

53. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
54. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

55. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

56. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. JPA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

57. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

58. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

Claims

59. JPA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code Sections 9204 and 20104. JPA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

60. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
61. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

62. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

63. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

**Interruption of Work**

64. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

65. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

**Penalties, Judgements and Settlements**

66. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

**Project Files**

67. JPA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. JPA will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

**Environmental Compliance**

68. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.
GENERAL CONDITIONS

Venue

69. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

70. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Indemnification

71. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by JPA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon JPA under this AGREEMENT. It is understood and agreed that JPA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by JPA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

72. Neither JPA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless JPA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
Non-parties

73. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

74. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

75. JPA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. JPA waives the provisions of California Civil Code section 1654.

A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

76. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

77. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

78. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of JPA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.
Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

79. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

80. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Thomas L. Brannon
Deputy District Director
District 3 Program / Project Management

RIVERFRONT JOINT POWERS AUTHORITY

Kirk Trosi

VERIFICATION OF FUNDS AND AUTHORITY:

Stacey Salazar
District Project Control Officer

APPROVED AS TO FORM AND PROCEDURE:

Meera Danday
Deputy Attorney
CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?
   
   YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?
   
   YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?
   
   YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?
   
   YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?
   
   YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.
CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0636 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0636 except survival articles. All survival articles in agreement 03-0636 will remain in effect until expired by law, terminated or modified in writing by the PARTIES’ mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

______________________________  __________________________
CALTRANS

Name  Date
Deputy District Director
District 3 Program / Project Management

______________________________  __________________________
RIVERFRONT JOINT POWERS AUTHORITY

Date