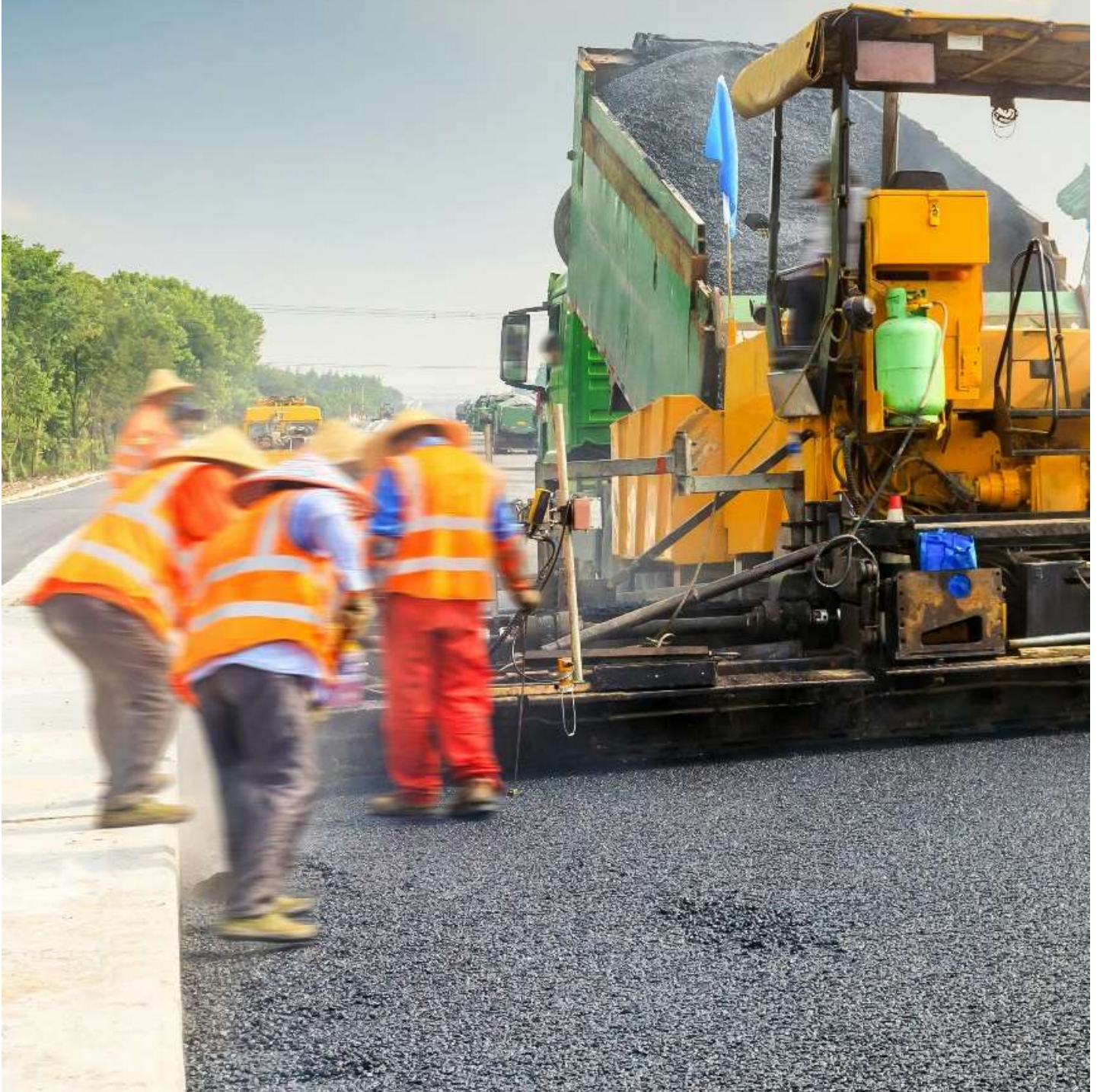


**CONNECTOR JPA
BOARD MEETING
FEBRUARY 2024**



Regular Meeting of the Capital SouthEast Connector JPA
Board of Directors

Date: Friday, February 23, 2024, 8:30 a.m. to 10:30 a.m.

Meeting Location: City of Rancho Cordova City Hall
Council Chambers
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to address the Board of Directors during the meeting, please complete a Speaker Card located at the back table and give it to the Secretary before considering the agenda item. The Board Chair will call your name at the appropriate time. Please speak into the microphone when addressing the Board.

The Board requests that you limit your presentation to three (3) minutes per person so that all present will have time to participate. The Board of Directors reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as necessary.

AGENDA

The Board may take action on any matter listed on this agenda to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

1. Call to Order & Roll Call: Directors Gatewood, Hidahl, Hume, Kozlowski, Robles
2. Pledge of Allegiance
3. Public Comment on Items Not on the Agenda

Individuals may comment on any item of interest to the public within the subject matter jurisdiction of the Board. Each person will be allowed three minutes. After ten minutes of testimony, the Chair may move testimony following the Discussion and Action Items. Please note the California Government Code prohibits the Board from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Individuals who wish to address a specific item on the agenda should comment during consideration of that item.

4. Election of Board Chair and Vice-Chair for Calendar Year 2024
- Resolution 2024-01
5. Executive Director's Report

Consent Calendar Items

6. Approve Action Minutes of the December 8, 2023, Regular Board Meeting
7. Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Receive and File)
8. Quarterly Report of Activities for the Sacramento Transportation Authority (Receive and File)
9. Project Construction Update (Receive and File)
10. Notable Media Articles (Receive and File)
11. Refreshed Project Website Design (Receive and File)
12. Cooperative Agreement with Caltrans and the City of Elk Grove for the Interstate 5/Hood Franklin Rd Interchange Improvement and Modification Project (Receive and File)

Discussion and Action Items

13. Update on Funding through the Trade Corridor Enhancement Program approved by the California Transportation Commission
14. Authorize the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation for Grant Line Road
- Resolution 2024-02
15. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on

May 31, 2024

City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the Board at, or prior to, the public hearing.

GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for open session of a regular meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The on-line version of the agenda and associated materials are posted for your convenience at <http://www.ConnectorJPA.net>. Some documents may not be posted on-line because of their size and/or format (maps, site plans, and renderings). As they become available, hard copies of all documents are available at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Connector JPA at (916) 876-9094. Notification 48 hours prior to the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting.

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Connector JPA for further information. A person with a disability, who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting, should telephone or otherwise contact the Connector JPA 48 hours prior to the meeting. The Connector JPA may be reached at 10640 Mather Blvd., Suite 120, Mather, CA 95655 or by telephone at (916) 876-9094.

ITEM 4

MEETING DATE: February 23, 2024

TITLE: Election of Board Chair and Vice-Chair for Calendar Year 2024

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2024-01, electing Director Gatewood from the City of Rancho Cordova as the Chair and Director Robles from the City of Elk Grove as the Vice-Chair of the Board for the 2024 calendar year.

BACKGROUND

Section 6.c(1) of the Joint Exercise of Powers Agreement requires the Board to elect a chair annually among its members to preside at meetings.

Article IV.4. of the Authority's Bylaws states the term of office of the Chair and Vice-Chair shall be one year. If no successor is named by the conclusion of any Officer's term, the officer shall continue in the office until a successor is named.

ATTACHMENTS

- a. Resolution 2024-01



ITEM 4 a

RESOLUTION 2024-01

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
APPROVING THE BOARD CHAIR AND VICE-CHAIR
FOR THE CALENDAR YEAR 2024**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby elects the director from the City of Rancho Cordova to serve as Chair of the Board and the director from the City of Elk Grove serve as Vice-Chair of the Board.

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

* * * * *

PASSED AND ADOPTED this 23rd day of February 2024, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary



ITEM 5

MEETING DATE: February 23, 2024

TITLE: Executive Director's Report

PREPARED BY: Derek Minnema

Each meeting the Executive Director provides an oral report to the Board. The Executive Director will update the Board on the agency's activities at the meeting.

ITEM 5

MEETING DATE: February 23, 2024

TITLE: Action Minutes of the December 8, 2023, Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the December 8, 2023, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on December 8, 2023 in the City of Rancho Cordova City Hall Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA.

Call to Order Chair Hidahl called the meeting to order at 8:32 a.m.

Roll Call Present: Directors Hidahl, Kozlowski, Frost, Pulipati, Robles

Public Comments on Non-Agenda Items

There were no comments from the public on non-agenda items.

Open Session

Consent Calendar Items

A motion was made by Director Kozlowski and seconded by Director Robles and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

Item #4: Approve Action Minutes of the October 20, 2023 Board Meeting

Item #5: Adopt 2024 Connector JPA Regular Board Meeting Schedule, Resolution 20323-3

There were no comments from the public on this item.

Discussion and Action Items

Item #6: Year-End Review for 2023

No action was taken on this item.

There were no comments from the public on this item.

Item #7: Federal Transportation Policy Funding Update

Executive Director Minnema introduced the item and Jeff Denham, federal advocacy consultant, presented the item. A brief discussion amongst the Board and JPA staff ensued.

No action was taken on this item.

There were no comments from the public on this item.

Item #8: Announcement and Final Comments from Board Members

No action was taken on this item.

There were no comments from the public on this item.

Adjournment

The meeting adjourned at approximately 9:18 a.m.

APPROVAL OF ACTION MINUTES FOR DECEMBER 8, 2023

Approved By:

Attest:

John Hidahl
Chair of the Board

Derek Minnema
Board Secretary

ITEM 7

MEETING DATE: February 23, 2024

TITLE: Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File the annual report of activities for the South Sacramento Habitat Conservation Plan ("SSHCP") through Federal Fiscal Year 2023, as required by the South Sacramento Conservation Agency ("SSCA").

BACKGROUND - ANNUAL REPORT REQUIREMENTS

Section 8.4.1 of the SSHCP requires the SSCA, as the implementing agency, to compile an annual report of covered activities authorized during the reporting period with acreages impacted by the construction. The SSCA then submits a record of activities authorized under their respective permits to the regulatory agencies.

The annual reporting period for these efforts coincides with the federal fiscal year (October 1, 2022, through September 30, 2023).

While the SSCA is responsible for compiling information for the annual report, it relies on the SSHCP Permittees' project-specific information to support the overall reporting effort.

2023 ANNUAL REPORT

The JPA did not have any authorizations for covered activities during the reporting period. While construction was wrapping up along many segments of along the Connector, those projects were authorized, and mitigation fees were paid by the JPA in prior reporting periods.

Therefore the JPA's 2023 Annual Report reflects zero acreage of covered activities for construction within the reporting period.

ATTACHMENTS

- a. 2023 Annual Reporting of Covered Activity Authorizations



10640 Mather Blvd., Suite 120
Mather, CA 95655
(916) 876-9094
www.ConnectorJPA.net

VIA EMAIL

February 19, 2024

Ms. Kim Hudson, Executive Director
South Sacramento Conservation Agency
827 7th Street, Room 225
Sacramento, CA 95814
HUDSONK@saccounty.net

RE: 2023 ANNUAL REPORTING OF COVERED ACTIVITY AUTHORIZATIONS

Dear Ms. Hudson,

Per your request I'm pleased to provide the South Sacramento Habitat Conservation Plan ("SSHCP") annual reporting information for Connector JPA projects authorized in federal FY 2023. The Connector JPA did not have any covered activity authorizations during this reporting period. The information provided in this report is based on the annual reporting requirements from Section 8.4.1 of the SSCHP document.

Please feel free to contact me with any questions at (916) 876-9093 or LampaM@saccounty.gov

Sincerely

Matt Lampa
Principal Civil Engineer

Cc. Derek Minnema, Capital SouthEast Connector JPA
Ben Watson, Madrone Ecological Consultants

JPA BOARD OF DIRECTORS

GARRET GATEWOOD
City of Rancho Cordova

JOHN HIDAHL
El Dorado County

MIKE KOZLOWSKI
City of Folsom

KEVIN SPEASE
City of Elk Grove

PATRICK HUME
Sacramento County



2023 Annual Report

South Sacramento Habitat Conservation Plan

Connector JPA Covered Activity Authorizations

Prepared For:

Kim Hudson

South Sacramento Conservation Agency

Prepared By:

Matt Lampa, P.E.

Capital SouthEast Connector JPA

In Coordination with Madrone Ecological

JANUARY 31, 2024

ANNUAL REPORTING OF COVERED ACTIVITY AUTHORIZATIONS
REPORTING PERIOD: OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

1. *Number and acreage of each Covered Activity implemented during the reporting period categorized by Covered Activity type per SSHCP Chapter 5. Include a map of Covered Activity locations.*

Capital SouthEast Connector (Connector) project impacts are covered activities under the SSHCP. No new project impacts or covered activities occurred during the reporting period of October 1 2022 through September 30, 2023; therefore no impact acreages or location maps have been included.

2. *A year-to-date and cumulative summary of permanent and temporary impacts on all SSHCP land cover types. Impacts to riparian and wetland land cover types will also be reported by watersheds. Include a map of impacted locations.*

No new impacts occurred during the reporting period. Cumulative impacts as reported in the previous reporting period are summarized below.

Projects Authorized to Date:

- Segment D3 – Scott Road Realignment
- Segment D3a
- Segment A2 – Kammerer Road

A summary table is presented on the following page.

Capital SouthEast Connector Cumulative Summary of Impacts

Land Cover Type	Reporting Period (acres)		Cumulative (acres)	
	Permanent	Temporary	Permanent	Temporary
Seasonal Wetland	0	0	0.069	0
Streams/ Creeks	0	0	0.063	0
Swale – Direct	0	0	0.018	0
Swale – Indirect	0	0	0.044	0
Vernal Pool - Direct	0	0	0.274	0
Vernal Pool – Indirect	0	0	0.215	0
Agriculture	0	0	30.55	0
Valley Grassland	0	0	41.346	0
Cumulative Total	0	0	72.579	0

3. *A year-to-date and cumulative summary of the total impacts to Critical Habitat of vernal pool fairy shrimp, vernal pool tadpole shrimp, Sacramento Orcutt grass, slender Orcutt grass, and California tiger salamander, and to Covered Species plant occurrences. Include a map of Critical Habitat impacts.*

No impacts to critical habitat during the reporting period, and no critical habitat impacts to date.

4. *A year-to-date and cumulative summary of impacts associated with projects exempt from fees and/or conditions of the SSHCP.*

Nothing to report; Connector projects are covered activities requiring fee payment and compliance with SSHCP conditions.

5. *An accounting of all conditions on Covered Activities applied to these activities per SSHCP Chapter 5.*

Not applicable in this reporting period.

6. *A list of all Stream Setback exceptions and any other exceptions granted each calendar year per SSHCP Chapter 5.*

Not applicable in this reporting period.

7. *A summary of monitoring results, including species status and trends.*

Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

8. *A description of the adaptive management process utilized during the reporting period.*

Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

9. *A summary of the recommendations or advice provided by the Wildlife Agencies and TAC regarding adaptive management and monitoring.*

Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

ITEM 8

MEETING DATE: February 23, 2024

TITLE: Quarterly Report of Activities for the Sacramento Transportation Authority (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this update.

BACKGROUND

The Sacramento Transportation Authority Capital Allocation and Expenditure Contracts require agencies to submit quarterly project status reports. The reports summarize project costs, expenditures, and project activities performed during the reporting period.

SUMMARY OF CAPITAL PROJECT ACTIVITIES

Kammerer Road

- Coordination with the City of Elk Grove & Caltrans to finalize the NEPA document and Cooperative agreement.
- Coordination with the City of Elk Grove regarding developments

Grant Line Road

- Coordination with the City of Elk Grove on initiating the next phase of environmental clearance and design of the Wilton Rd intersection.
- Coordination with Caltrans and the CTC regarding the TCEP Grant baseline agreement and funding allocation.
- Attend October and December CTC meetings.
- Coordination with the County of Sacramento and the City of Rancho Cordova on development infrastructure along Grant Line Rd.
- Prepare consultant procurement and agreement documentation for engineering design and right-of-way services.
- Prepare a grant funding application to the USDOT RAISE program.

White Rock Road

- Coordination w/Caltrans & SACOG on CPFCDs funding allocation and Program Supplement Agreement.
- Prepare consultant procurement and agreement documentation for White Rock Rd Class I Trail for engineering design and right of way services.
- Coordination with the City of Folsom on the SPTC rail crossing.
- Kick-off meeting and utility coordination for White Rock Trail project.
- Prepare a grant funding application for the USDOT RAISE program for the White Rock Trail project.

SUMMARY OF MITIGATION ACTIVITIES

- Environmental resource establishment/re-establishment activities on Grant Line Rd mitigation parcel.
- Evaluation of project environmental impact and mitigation strategies.
- Mapping and documentation of resources on Grant Line Rd mitigation parcel
- Collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy.

ATTACHMENTS

- a. STA Quarterly Report for Capital Funding
- b. STA Quarterly Report for Mitigation Funding

Project Name:

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: Fiscal Year: Reporting Quarter:

Agency: Project Mgr:
Phone and Email:

Sponsor Project ID Number: STA Project ID Number:
Original Est. Project Cost: \$ Current Est. Project Cost: \$

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	\$ <input type="text"/>	Projected Spending by Fiscal Year	<input type="text"/>	<input type="text"/>
Previous Contract(s) Spending:	\$ <input type="text"/>		<input type="text"/>	<input type="text"/>
Current Contract Award:	\$ <input type="text"/>		<input type="text"/>	<input type="text"/>
Current Contract Reimbursement:	\$ <input type="text"/>		<input type="text"/>	<input type="text"/>
Expended This Quarter:	\$ <input type="text"/>		<input type="text"/>	<input type="text"/>
Total Remaining:	\$ <input type="text"/>			
		Federal and State Funds Awarded:	\$ <input type="text"/>	<input type="text"/>

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental (PA&ED) Phase Design (PS&E) Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>
Right-of-Way Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>
Construction Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>

CURRENT STATUS

Current Phase (as of last day of reporting quarter):

Indicate overall progress of the current phase



Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Project Name:

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: Fiscal Year: Reporting Quarter:

Agency: Project Mgr:
Phone and Email:

Sponsor Project ID Number: STA Project ID Number:
Original Est. Project Cost: \$ Current Est. Project Cost: \$

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	\$ <input type="text"/>	Projected Spending by Fiscal Year	<input type="text"/>
Previous Contract(s) Spending:	\$ <input type="text"/>		<input type="text"/>
Current Contract Award:	\$ <input type="text"/>		<input type="text"/>
Current Contract Reimbursement:	\$ <input type="text"/>		<input type="text"/>
Expended This Quarter:	\$ <input type="text"/>		<input type="text"/>
Total Remaining:	\$ <input type="text"/>	Federal and State Funds Awarded:	\$ <input type="text"/>

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental (PA&ED) Phase Design (PS&E) Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>
Right-of-Way Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>
Construction Phase	<input type="text"/>	<input type="text"/>	<input type="text"/>

CURRENT STATUS

Current Phase (as of last day of reporting quarter):

Indicate overall progress of the current phase



Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

ITEM 9

MEETING DATE: February 23, 2024

TITLE: Project Construction Update (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this update.

CONSTRUCTION UPDATE

Construction of a new signalized intersection on Grant Line Road at Chrysanthy Boulevard is ongoing. Widening for turn lanes and paving operations are complete. It's anticipated the signal equipment will be installed and operational by early March.



Picture 1: At the new intersection of Grant Line Road and Chrysanthy Blvd, looking west



Picture 2: Along Grant Line Road, looking north



Picture 3: Along Grant Line Road, looking south

ITEM 10

MEETING DATE: January 27, 2023

TITLE: Notable Media Articles (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this summary.

MEDIA SUMMARY

Various news articles are attached. Below is a sample from some of the articles:

- Showdown on the I-15 – *"A routine state highway funding vote is turning into a referendum over California's climate policies. ... It's sparked a lobbying fight - and is serving as a litmus test for the state's approach to road building in the age of climate change. Environmentalists argue Caltrans and the CTC should be moving away from projects that expand the state's highway network, arguing that adding new lanes simply encourages more driving and more emissions."* – **Politico**
- Rivas names former car dealership owner to California Transportation Commission – *"Bob Tiffany's resume represents a significant departure from Lyou's, who was a stalwart environmental advocate and recently clashed with fellow CTC commissioners over his opposition to the I-15 highway expansion project."* – **Politico**
- The CTC's Makeover Moment – *"Look who the speaker replaced Joe Lyou with , " said Michael Quigley, executive director of the California Alliance for Jobs, which includes carpenters, contractors and engineering unions. "The speaker has already shifted the conversation. He's rejected a certain perspective and embraced another one."* – **Politico**

ATTACHMENTS

- a. Various Media Articles

The CTC's makeover moment

By ALEX NIEVES : 8-10 minutes

With help from Blanca Begert and Camille von Kaenel

MELEE IN MODESTO: We're used to covering brawls over climate policy, but the fierce highway expansion debate at last month's California Transportation Commission meeting made us sit up and take notice.

The [Jan. 25 vote](#) over whether to spend \$200 million to widen the I-15 exposed a fundamental schism between environmentalists and labor unions over the role of road-widening.

(Enviros argue it doesn't reduce congestion long-term and only encourages more driving; unions contend we're not going to stop driving and that more roads benefit commuters and the workers who build them.)

In the process, it turned the CTC's usually sleep-inducing bi-monthly meeting into the kind of pageantry we associate more with the California Air Resources Board — hours of public comments from labor advocates pitted against environmental groups, with a demonstration outside to boot.

Is the CTC — which hands out some \$12 billion a year in transportation funding — a new venue for high-stakes highway debates? Or did departing board member and environmentalist **Joe Lyou** just choose to go out in a blaze of glory?

Early signs point to the latter, but we'll be watching closely.

The CTC's makeup will likely determine how eventful the commission will continue to be. We're waiting to see if Gov. **Gavin Newsom** will reappoint **Lee Ann Eager**, the former chair whose term expired Feb. 1, and whom he taps to replace **Michele Martinez**, a former Santa Ana city council member and clean transportation advocate who resigned from the commission late last year.

Newsom's office didn't signal a direction. "As with all appointments, the Governor's Office focuses on selecting highly qualified candidates who bring relevant experience to the role," spokesperson **Erin Mellon** said in an email.

But Assembly Speaker **Robert Rivas**' appointment last week of **Bob Tiffany**, a former Ford dealership owner and San Benito County supervisor, to replace Lyou, provides a pretty substantial tea leaf. Clean transportation groups say they're waiting to judge Rivas' pick, but some in labor are already calling it a victory.

"Look who the speaker replaced Joe Lyou with," said **Michael Quigley**, executive director of the California Alliance for Jobs, which includes carpenters, contractors and engineering unions. "The speaker has already shifted the conversation. He's rejected a certain perspective and embraced another one."

Another tea leaf in favor of the CTC going back to business as usual: The board's new chair, **Carl Guardino**, also signaled he saw the January debate as a one-off, noting that six other I-15 funding votes had sailed through unanimously.

"As we have always done, our CTC staff and the Commission will proactively reach out and engage California's diverse set of stakeholders to meet our mobility goals," he said in an email.

Even Lyou, who triggered the whole debate by voting against the plan in December and getting two other board members to join him, said he was surprised by how tense it got.

"If enough members had been present at December's meeting to break the 3-3 tie over the funding vote, I would have raised my objections, and we would have been all on our merry way," he said. "This became the bellwether of what should we do about highway-widening projects, and I wasn't approaching it that way."

Whatever happens at the CTC, there'll be more eyes on it.

"The tone and tenor of the debate is something that we have seen building over many years," said **Kiana Valentine**, executive director for Transportation California, which lobbies for construction unions. "And I think that will continue to play out." — **AN**

Did someone forward you this newsletter? [Sign up here!](#)

TIGHTENING PURSE STRINGS: In related CTC news, Assemblymember **Mia Bonta** introduced legislation late Tuesday night that would ban the commission from awarding funds from the state's Trade Corridor Enhancement Program (roughly \$800 million annually) to highway projects that add lanes or expand capacity in communities with high levels of pollution.

That measure, AB 2535, would apply to the top 20 percent of most-polluted neighborhoods according to the state's CalEnviroScreen tool.

It would also earmark at least 50 percent of TCEP funding for zero-emission freight infrastructure. — **AN**

[subscriber.politicopro.com /article/2024/01/rivas-names-former-car-dealership-owner-to-california-transportation-commission-0...](https://subscriber.politicopro.com/article/2024/01/rivas-names-former-car-dealership-owner-to-california-transportation-commission-0...)

POLITICO Pro: Rivas names former car dealership owner to California Transportation Commission

Alex Nieves : 2-2 minutes

Bob Tiffany will replace Joe Lyou, president and CEO of the environmental group Coalition for Clean Air.

Robert Rivas has called road improvement the biggest issue facing San Benito County, saying at a September town hall that the county faces a high volume of commuters and agricultural freight drivers. Rich Pedroncelli/AP

Assembly Speaker Robert Rivas has picked a former San Benito County supervisor and car dealership owner to serve on the California agency that hands out billions of dollars in highway and transportation funding.

What happened: Rivas said Wednesday he would appoint Bob Tiffany to the California Transportation Commission seat recently vacated by Joe Lyou, president and CEO of the environmental group Coalition for Clean Air, who termed out on Jan. 1.

Rivas said Tiffany shares his environmental values and priorities, and “will bring an open and inclusive perspective to the commission when engaging on transportation and climate issues.”

“I am confident Bob’s broad range of civic and elected experience will reflect the interests of all Californians across our diverse state,” he said in a statement shared with POLITICO.

Why it matters: Tiffany’s resume represents a significant departure from Lyou’s, who was a stalwart environmental advocate and [recently clashed](#) with fellow CTC commissioners over his opposition to the I-15 highway expansion project.

Tiffany ran on a pro-business platform when he was elected to the San Benito County Board of Supervisor and previously operated the oldest Ford dealership in California.

He also made expansion of Highway 25 — the largest highway in San Benito County — a key part of [his policy platform](#) during his campaign, saying at the time that “fixing Highway 25 is truly a community mandate.”

Rivas has called road improvement the biggest issue facing San Benito County, saying at [a September town hall](#) that the county faces a high volume of commuters and agricultural freight drivers.

“We need transportation infrastructure that meets demand,” he said.

Lyou, an appointee of former Assembly Speaker Anthony Rendon, is among a growing group of environmentalists who argue California shouldn’t reflexively approve highway expansion projects, arguing that adding new lanes encourages more driving and increases greenhouse gas emissions.

Background: Rivas served as a San Benito supervisor before being elected to the Assembly in 2018, two years before Tiffany joined the board. Both men currently live in Hollister, San Benito County’s largest city.

What's next: The CTC is awaiting two more appointments, as Commission Chair Lee Ann Eager terms out Thursday and former Commissioner Michele Martinez's term ended in August. Gov. Gavin Newsom will pick replacements for both seats.

Showdown on the I-15

By ALEX NIEVES : 8-10 minutes

With help from Blanca Begert

ROAD RAGE: A routine state highway funding vote is turning into a referendum over California's climate policies.

Labor unions, lawmakers and environmentalists are fighting over some \$200 million to widen an 11-mile stretch of Interstate 15 that winds through the freight-heavy Inland Empire.

The battle arena is this afternoon's meeting of the California Transportation Commission, which is in charge of approving state transportation funding.

Construction union workers demonstrated outside the meeting in Modesto today and **wrote a letter** with local government and business groups Tuesday urging the agency and Gov. Gavin Newsom to approve the money.

"Make no mistake: this extreme approach to defund critical transportation projects is a total affront to the voters of California," they wrote.

The conflagration started last month when the CTC postponed a routine funding vote after board member **Joe Lyou**, president and CEO of the environmental group Coalition for Clean Air, raised concerns about its potential to expand capacity on the freeway and create more truck traffic in a region dotted with warehouses. The vote stalled at 3-3, as multiple absences left the commission without enough members to break the tie.

It's sparked a lobbying fight — and is serving as a litmus test for the state's approach to road building in the age of climate change.

Environmentalists argue Caltrans and the CTC should be moving away from projects that expand the state's highway network, arguing that adding new lanes simply encourages more driving and more emissions.

"If you create more space on the freeway, more people are going to drive and increase vehicle miles traveled," said **Jeanie Ward-Waller**, director of transportation advocacy for Fearless Advocacy, who left Caltrans last year **after alleging** the agency was improperly using state funds to widen highways. "It is totally appropriate for the CTC to be asking questions like, 'Did you do that analysis well? And are you mitigating the impact well?' before they actually hand out the funding."

Lawmakers representing the region — and further-flung commuters — are pushing for the expansion. A **bipartisan letter** earlier this month from a dozen Assembly members called Lyou's comments "uninformed and dismissive of the incredible work that is in progress to meet this region's unique challenges."

(Another upcoming litmus test: Lyou, an appointee of former Assembly Speaker Anthony Rendon, is termed out as of this month. Environmentalists **have been pushing** Speaker Robert Rivas to reappoint him.)

Today's meeting was still going on as of publication time. Local officials testified that the new lanes will help ease congestion in what they called the "10th-most-critical truck bottleneck in the U.S." Caltrans estimates around 22,000 trucks a day enter the stretch of highway through the Interstate 10 and State Route 60 interchanges.

"It wasn't that long ago that the truck drivers and the logistics workers were our heroes," said **Steve Smith**, the San Bernardino County Transportation Authority's director of planning. "Remember those days?"

Did someone forward you this newsletter? [Sign up here!](#)

VW VITUPERATION: The California Air Resources Board put some more teeth today in the final tranche of Volkswagen's spending on electric vehicle charging stemming from its 2015 emissions-cheating scandal.

As we [covered Wednesday](#), Volkswagen has installed over 1,000 chargers in the state so far, but the network, built by subsidiary Electrify America, has been plagued by reliability issues, undermining consumer confidence in electric cars.

At the hearing today, CARB board members shared their own personal charging woes and [grilled](#) Electrify America CEO **Robert Barrosa** on how the company, which has not been required to meet performance standards, planned to track and achieve its goals for station reliability and charger distribution.

The final resolution added language directing CARB staff to work with Electrify America to bolster its maintenance plan, including stronger metrics on station reliability and response times. It also requires CARB to publish detailed information regarding charging locations in low-income communities on its website.

"My takeaway is that [disadvantaged communities] really aren't being served," CARB board member **Diane Takvorian** said. "I'm concerned about reliability, as my colleagues are, but we need those stations to be in our communities." — **BB, AN**

LITHIUM AT LAST: After over a decade of development, Controlled Thermal Resources, one of the three companies pursuing lithium production at the Salton Sea, is finally breaking ground on an integrated geothermal power plant and lithium extraction facility.

John Podesta, clean energy adviser to President Joe Biden, will be at the groundbreaking ceremony tomorrow, according to a press release sent out by Controlled Thermal Resources CEO **Rod Colwell**.

Other notable attendees will include U.S. Rep. **Raul Ruiz**, Assemblymember **Eduardo Garcia**, State Building and Construction Trades President **Chris Hannan**, Imperial County supervisor **Ryan Kelley**, Imperial Irrigation District board Chair **Alex Cardenas** and Department of Energy Principal Deputy Assistant Secretary **Jeff Marootian**.

Sham Kunjur, representing General Motors — which, along with Stellantis, has a lithium offtake agreement with CTR — will be there, too.

We spoke with California Energy Commission Chair **David Hochschild** last month when the Imperial County Board of Supervisors [approved CTR's CEQA review](#). (Comite Civico del Valle, an environmental justice group in

the area, submitted [an appeal](#), but it was denied Tuesday). Hochschild said the companies were getting close to ready — this first phase groundbreaking is evidence of that.

But while CTR is moving ahead, Hochschild also said lithium production at the Salton Sea needs more investment. He's hoping for a cut of the \$3.5 billion [DOE solicitation](#) which has lithium at the top of the priority list, with full applications due in March. "I was personally really disappointed with the first round of grants in this space. We got nothing for lithium production, or very little basically, for that kind of activity," said Hochschild.

After touring a group of DOE officials around all three companies piloting lithium in Imperial Valley last spring, he thinks "seeing is believing" and this time will be different. "I am actually very optimistic that some of those resources will land in California," said Hochschild. "But this has mostly been happening without federal help." —

BB

CALTRANS CHANGES: Caltrans has new leadership at a quarter of its regional offices.

Sergio Aceves is the new acting director of the agency's District 3 office, covering the Sacramento area, Caltrans Director **Tony Tavares** announced at today's CTC meeting.

Grace Magsayo is the acting director for District 10, covering Stockton and areas east; and **Everett Townsend** is acting director for District 11, which oversees San Diego.

They're replacing District 10's **Dennis Agar**, District 11's **Gustavo Dallarda** and, as previously reported, District 3's **Amarjeet Benipal**, who was implicated in Ward-Waller's [allegation that the Sacramento region](#) was illegally using state funding to widen highways.

ALSO MOVING ON: **Nailah Pope-Harden**, executive director of ClimatePlan, finished her term on the Interagency Equity Advisory Committee, which advises Caltrans, CTC and the California State Transportation Agency. — **DK**



January 23, 2024

Governor Gavin Newsom
 1021 O Street, Suite 9000
 Sacramento, CA 95814

Re: Protecting Funding for Transportation Infrastructure Projects

Governor Newsom and members California Transportation Commission,

Our broad coalition of local governments, labor, employers, transportation advocates and community leaders was instrumental in the passage of Senate Bill 1 in 2017 (the Road Repair and Accountability Act) as well as Proposition 69 which constitutionally dedicated transportation funding for a broad range of transportation purposes. We share the state's transportation and climate goals. Thanks in part to our coalition's efforts, California is investing to maintain and improve our state's long neglected and deteriorating transportation infrastructure system which remains woefully underfunded and at risk of worsening.

We are writing to express our significant concern about organizations that are waging an escalating lobbying campaign pushing to significantly erode and even [eliminate funding for infrastructure projects](#) that may potentially increase vehicle miles traveled.

Every component of California's transportation system is critical to providing a seamless, interconnected system that supports the traveling public and economic vitality throughout the state. Sustainable communities cannot function without a well-maintained local street and road system that in-turn provides access for transit and active modes of transportation like bicycling and walking.

Make no mistake: this extreme approach to defund critical transportation projects is a total affront to the voters of California who have overwhelmingly and repeatedly voted – including 81% of voters who passed Prop 69 in 2018 – to dedicate transportation funding to transportation improvement and expansion projects. It's also an affront to millions of voters in 25 counties that have passed local transportation funding measures with dedicated funding to local streets and roads.

Furthermore, this dangerous approach to eliminate transportation funding will negatively impact the quality of life for tens of millions of Californians who rely on well-maintained streets and roads, safe bridges and overpasses, and navigable freeways and highways every single day. In particular, these policies disproportionately harm low-income and historically disadvantaged communities of color who have longer commutes and who can least afford the wear and tear caused by deteriorating and congested roads. To be clear, our coalition supports an “all of the above” transportation investment approach that includes continued funding for local streets and roads, bridges and overpasses, freeway and highway improvements, *and* public transportation. We strongly support transportation projects that reduce greenhouse gas emissions to improve air quality and address climate change, including investments in public transit and active transportation like bike and pedestrian lanes.

Since the passage of the federal [Infrastructure Investment and Jobs Act](#) (IIJA) in 2021, and the state's passage of Senate Bill 1, California has made historic investments in public transportation, mass transit and active transportation, but much more must be done.

Under SB 1 funding [California has invested \\$3.5 billion](#) in planned, completed, or in-progress transit, commuter rail, bike and walking path projects in just the last five years. And California's [2023-2024 state budget](#) provides \$5.1 billion in funding for public transit — \$4 billion in Transit and Intercity Rail Capital Program funding, and \$1.1 billion in zero-emission vehicle transit funding.

Also, while investing in transit projects is absolutely necessary, we cannot neglect other transportation infrastructure. According to [TRIP](#), a national transportation research nonprofit, 52% of California's major roads are in poor or mediocre condition. Furthermore, [Save California Streets](#), who compiles data from local cities and counties on the conditions of their local streets and roads, reported a decrease in overall road quality since 2020, resulting in the roads in 54/58 counties being graded as “at risk” or “poor.”

The overall needs of local transportation infrastructure are estimated at \$118.7 billion over the next 10 years. While SB 1 provides \$54.7 billion in funding, a shortfall of \$64 billion still exists.

Driving on deteriorated roads costs California motorists \$22 billion a year – \$808 per driver – in the form of additional repairs, accelerated vehicle depreciation, and increased fuel consumption and tire wear. These impacts disproportionately hurt low-income and disadvantaged families by taking up a larger share of their overall income.

Studies confirm long commutes on congested roads and freeways have a disproportionate impact on people of color and lower-income families. According to the [UCLA Luskin Center for Innovation](#), *“due in part to the high cost of housing near job and transit centers, many low- and moderate-income individuals are stuck with long commutes in vehicles that are older, less efficient, and costlier to maintain than the average privately owned vehicle.”*

In addition, California is leading in electric vehicle adoption – further reducing carbon emissions. Rapidly expanding our electric vehicle fleet requires continued investments in local streets and roads, bridges and highways and freeways to account for the added wear and tear caused by heavier electric vehicles.

We urge you to protect the overwhelming will of California voters and the welfare of the majority of Californians by rejecting extreme, exclusive policy proposals that would defund necessary transportation infrastructure improvements. Please continue to support “all-of-the-above”, inclusive transportation funding policies that support our state’s residents and that do not leave millions behind.

Sincerely,

Michael Quigley, Executive Director
California Alliance for Jobs

Kiana Valentine, Executive Director
Transportation California

Graham Knaus, Chief Executive Officer
California State Association of Counties

Carolyn Coleman, Executive Director and CEO
League of California Cities

Lisa Ann Rapp, Chair
**The California Chapters of the American
Public Works Association**

CA/HI State Conference NAACP

Brad Shelton, President
**Professional Engineers in California
Government**

Peter Tateishi, Chief Executive Officer
Associated General Contractors of California

Yazdan Emrani, Director
American Society of Civil Engineers Region 9

Jacob Sandoval, State Director
California LULAC

James Thuerwachter, Legislative Advocate
California State Council of Laborers

Tyler Munzing, Director of Government Affairs
**American Council of Engineering Companies,
California**

Jennifer Barrera, President & CEO
California Chamber of Commerce

Matt Cremins, Western Region Political Director
International Union of Operating Engineers

John Bly, Executive Vice President
Engineering Contractors Association

Jon Switalski, Executive Director
Rebuild SoCal Partnership

Rosanne Foust, President & CEO
**San Mateo County Economic Development
Association**

Robert Dugan, President & CEO
**California Construction and Industrial
Materials Association**

Emily Cohen, Executive Vice President
United Contractors

Julian Canete, President & CEO
California Hispanic Chambers of Commerce

Pat Fong Kushida, President & CEO
CalAsian Chamber of Commerce

Tracy Hernandez, CEO
Los Angeles County Business Federation

Jeffrey Ball, President & Chief Executive Officer
Orange County Business Council

Nayiri E Baghdassarian, Director of Public Policy
San Gabriel Valley Economic Partnership

Redondo Beach Chamber of Commerce

San Pedro Chamber of Commerce

Dan Dunmoyer, President & CEO
California Building Industry Association

Gurbax Sahota, ACE, CEO
**California Association for Local Economic
Development**

Debora Howard, Executive Director
California Senior Advocates League

Charlie Nobles, Executive Director
Southern California Contractors Association

Mark Waronek, Chair
**South Bay Association of Chambers of
Commerce**

Eric Sauer, Chief Executive Officer
California Trucking Association

Russell W. Snyder, CAE, Executive Director
California Asphalt Pavement Association

Jim Wunderman, President and CEO
Bay Area Council

Paul C. Granillo, President and CEO
Inland Empire Economic Partnership

Harbor Association of Industry & Commerce

Cindy Bonior, President & CEO
Fremont Chamber of Commerce

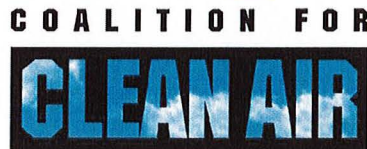
Nicholas Adcock, President & CEO
Greater Riverside Chambers of Commerce

Caren Spilsbury, Executive Director
Gateway Chambers Alliance

Cynthia Murray, President & CEO
North Bay Leadership Council

Garden Grove Chamber of Commerce

CC: Members of the California Legislature
California State Transportation Agency



Hon. Robert Rivas, Speaker of the Assembly
State Capitol
Sacramento, CA 94249-0029

12 December 2023

RE: Support for Reappointment of Joe Lyou to the California Transportation Commission

Dear Speaker Rivas:

We write to support the reappointment of California Transportation Commissioner Joe Lyou. During his tenure on the CTC, Commissioner Lyou has been a consistent champion of California's climate and equity priorities, has practiced transparency and proactive engagement

with underrepresented transportation stakeholder groups, and has brought a unique and needed environmental policy expertise to the CTC's highly consequential infrastructure investment decision-making.

The CTC is responsible for developing planning and program guidelines that ultimately guide tens of billions of dollars in annual investments at the state, regional, and local levels throughout the state. As recent research and analysis by the [California Air Resources Board](#) (CARB), [Strategic Growth Council](#), [NRDC](#), and [NextGen Policy](#) have demonstrated, California is not on track to achieve the climate pollution reduction targets laid out in CARB's Scoping Plan ([Appendix E: Sustainable and Equitable Communities](#)), which call for, among other things, a doubling of public transit service throughout the state and significant reductions in driving and traffic by 2030.

Commissioner Lyou has been an integral reason that the CTC has made critical progress toward aligning the State's investments with our climate and equity goals, as demonstrated in the November 2023 Climate Action Plan for Transportation Infrastructure ([CAPTI draft progress report](#)). Still, the same report shows that the state's transportation infrastructure investments continue to on balance push our emissions in the wrong direction—and ensuring that climate champions with deep environmental policy expertise like Commissioner Lyou remain on CTC is critical to continuing this progress.

Commissioner Lyou has also been a champion for equity and environmental justice. He played a critical role in shining a light on questionable proposed investments in the Interstate 710 corridor, helping amplify more than a decade of community-led organizing to center community-driven solutions and ultimately leading to a reset of what would have been a wasteful and polluting project through environmental justice communities.

Finally, Commissioner Lyou has held regular external stakeholder briefings to invite feedback and dialog with organizations who represent communities whose voices have historically been excluded from the transportation infrastructure planning and investment process. In these meetings, Commissioner Lyou both asks for advice and answers questions, helping to demystify an often opaque and highly complex process, educating stakeholders and providing a critical avenue for public input.

Commissioner Lyou is a proven leader who has the experience and expertise to make the California Transportation Commission the climate and equity champion that all Californians deserve. We urge you to reappoint him to this important position and thank you for considering our input.

Sincerely,

Carter Rubin, NRDC (Natural Resources Defense Council)

Matthew Baker, Planning and Conservation League

Zack Deutsch-Gross, TransForm

Kevin Shin, California Walks

David Diaz, Active San Gabriel Valley

Bill Magavern, Coalition for Clean Air

Jonathan Matz, Safe Routes Partnership

Bryn Moncelsi, Climate Resolve

Arnold Sowell, NextGen California

Nailah Pope-Harden, ClimatePlan

Rick Longinotti, Campaign for Sustainable Transportation

Kevin D Hamilton, CCAC

Laura Cohen, Rails to Trails Conservancy

Hana Creger, The Greenlining Institute

Eli Lipmen, Move LA

Denny Zane, Move CA

Andrea Marpillero-Colomina, GreenLatinos

Cecilia V. Estolano, Better World Group

Olivia Seideman, Leadership Counsel for Justice and Accountability

ITEM 11

MEETING DATE: February 23, 2024

TITLE: Refreshed Project Website Design (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this Update.

BACKGROUND

On May 26, 2023, the JPA Board authorized the Executive Director to execute an agreement for Website Design and Development and Communications services. The new website was launched in December 2023 and includes several refreshed pages, graphics and functionality.

REFRESH

The refreshed website can be accessed at www.connectorjpa.com

Key features of the website include:

- Project information, benefits, support, and reports are now easily accessible and the format is more user-friendly on mobile devices.
- Maps: maps showcasing the planned route of the expressway, highlighting the major segments along the corridor.
- Board Meeting and Contact Information: Clear contact details for project representatives, allowing stakeholders to reach out with inquiries, concerns, or feedback regarding the Southeast Connector Expressway project.

Overall, the new website is a clean and simple update for the project and staff will continue to add features and news as the project progresses.

ATTACHMENT

- a. Website Summary PDF



Providing

Economic, environmental and safety benefits for California's Capital Region

State-of-the-art transportation corridor connects Interstate 5 to Highways 99 and 50 through Sacramento and El Dorado Counties

Project Overview

Connecting Highways 50 and 99, Interstate 5, and the communities of Elk Grove, Rancho Cordova, Folsom and El Dorado Hills, the 34-mile four-lane SouthEast Connector Expressway will greatly relieve congestion, improve road safety, shorten travel times, and reduce bottlenecks in a congested part of the Sacramento area's transportation system that is prone to accidents. The award-winning project's first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at major access points, and a continuous path for pedestrians, bicyclists, and equestrians.



Improves road safety



Relieves congestion



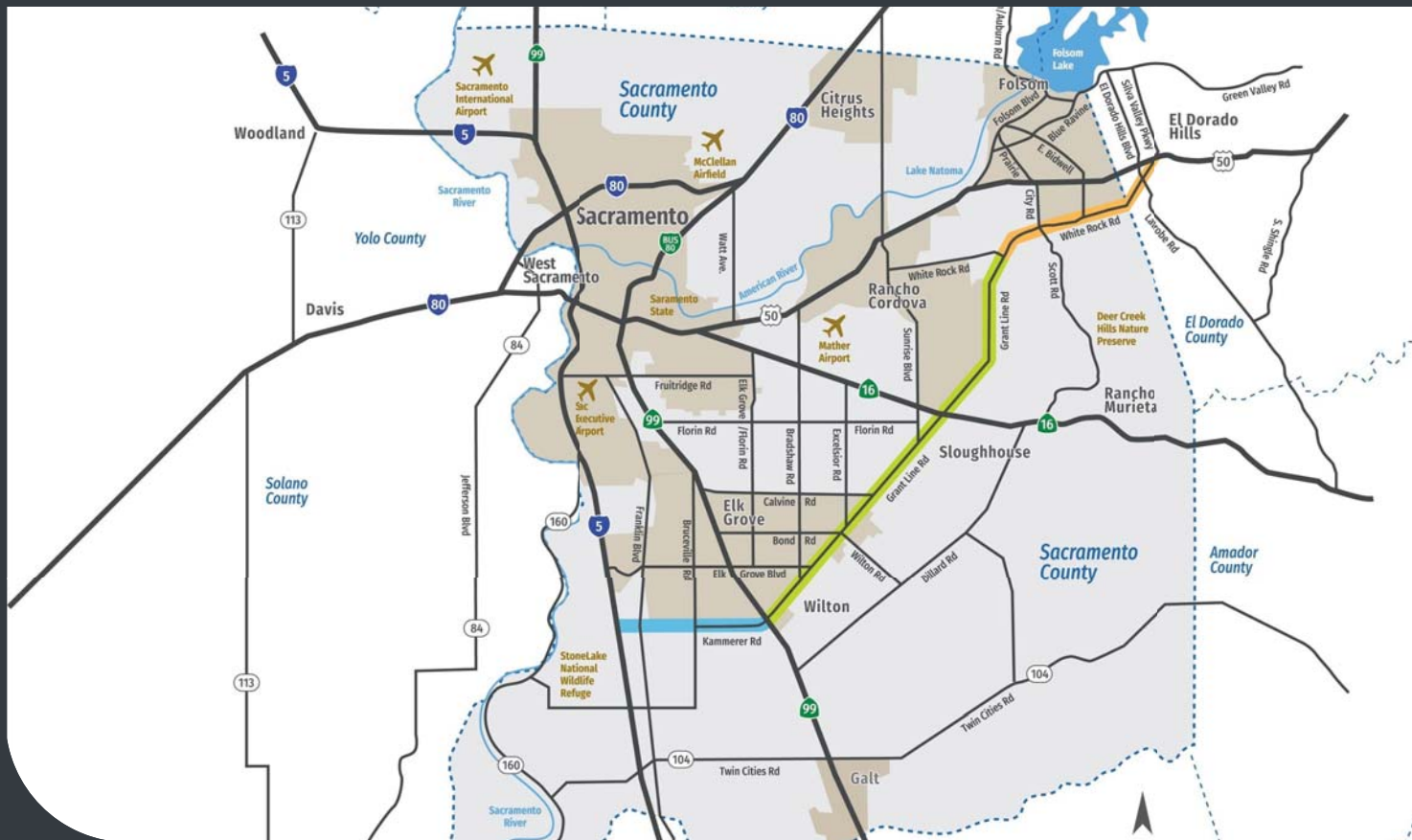
Shortens travel times



Reduces bottlenecks

The Route

The 34-mile SouthEast Connector Expressway connects Interstate 5 to Highways 99 and 50 through Sacramento and El Dorado Counties.



Environmental Benefits

The SouthEast Connector Expressway reduces greenhouse gases, pollutant emissions, vehicle miles traveled, and regional congestion. It also is designed to preserve working farmland and the supply of locally grown food in Sacramento County, and through the South Sacramento Habitat Conservation Plan creates an interconnected preserve system to ensure the long-term viability of area plant and wildlife species plus rural ranching operations.



Improves road safety



Relieves congestion



Shortens travel times



Reduces bottlenecks

Economic & Financial Benefits

By safely connecting communities located east of Interstate 5 and Highway 99, and south of Highway 50, the SouthEast Connector Expressway will produce numerous economic and financial benefits, including:

- Produce \$1.8 billion of economic Output
- Generate 11,300 new job-years over 2021-2030 period
- Result in \$770 million of new Labor Income
- Yield \$1.1 billion of new Value Added
- Generate \$80 million in new state and local Taxes on production and imports



To fully understand the total economic impact of the Connector once it is completed, one must also understand the economic value of time and distance savings, linking residential areas with employment centers, attracting new corporations in the Region, infrastructure and community development, and other economic activities. The improvement in ease and speed of transportation of goods will lead to the increased economic vibrancy of the Region, leading to higher growth and prosperity. This is especially promising in the context of post-COVID era trends that brought historically large-scale geographic shifts in the workforce market.

Safety & Regional Security Benefits

The SouthEast Connector Expressway will improve safety by converting two-lane rural roads that were not designed to carry current day traffic volumes into a modern four-lane expressway, which is projected to reduce crash rates by nearly 40 percent. The Connector will also improve emergency response times for South Sacramento County and provide an alternate evacuation route during emergencies.



Reduces crash rates



Improved emergency routes

Widespread Support

The SouthEast Connector Expressway is widely supported by businesses, non-governmental organizations, public agencies, and local landowners, along with local, state, and federal elected officials representing communities served by the alignment.



Awards

The award-winning SouthEast Connector Expressway was recognized most recently by the American Public Works Association Sacramento Chapter, which designated two projects – Kammerer Road and White Rock Road – as Projects of the Year.

Joint Powers Authority Members



ITEM 12

MEETING DATE: February 23, 2024

TITLE: Cooperative Agreement with Caltrans and the City of Elk Grove for the Interstate 5/Hood Franklin Rd Interchange Improvement And Modification Project (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this Cooperative Agreement related to the Kammerer Road Connector Segment at Interstate 5.

BACKGROUND

- On December 13, 2023, the City of Elk Grove executed a contract with Jacobs Engineering Group professional engineering and right of way services for a 2-lane extension of Kammerer Road from Bruceville Road to I-5.
- On February 7, 2024, the JPA, City and Caltrans entered into a Cooperative Agreement regarding agency roles and responsibilities for the PS&E, right of way, and construction phases.

ATTACHMENT

- a. City of Elk Grove Staff Report dated December 13
- b. Cooperative Agreement dated February 7
- c. News Article dated January 11



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Receive information and consider a resolution authorizing the City Manager to execute a contract with Jacobs Engineering Group for Professional Engineering Services for the Kammerer Rd Two-Lane Extension I-5 to Bruceville Road Project (WTR014) in an amount not to exceed \$8,016,822, or other such amount as may be directed by the City Council, and authorizing the City Manager to execute contract amendments not to exceed \$250,000

MEETING DATE: December 13, 2023

PREPARED BY: Christina Castro, Capital Program Division Manager
Tom Metcalf, Project Manager

DEPARTMENT HEAD: Jeffrey R. Werner, P.E., Public Works Director/
City Engineer

RECOMMENDED ACTION:

Staff recommends the City Council receive information from staff and adopt a resolution:

1. Authorizing the City Manager to execute a contract with Jacobs Engineering Group for Professional Engineering Services for the Kammerer Rd Two-Lane Extension I-5 to Bruceville Road Project (WTR014) (Project) in an amount not to exceed \$8,016,822; and
2. Authorizing the City Manager to execute contract amendments not to exceed \$250,000.

BACKGROUND INFORMATION:

The proposed Project will construct a new two-lane road extension of Kammerer Road from Bruceville Road to Interstate 5 (I-5) requiring the modification of the I-5 Hood Franklin Interchange (“Interchange”). Because the Project has planned work within Caltrans' right of way and to Caltrans-owned and maintained roadway facilities, the City and Caltrans are required to enter

into a Cooperative Agreement that defines agreed-upon roles and responsibilities between the two agencies for all work within Caltrans' right of way. In October 2021, the City and Caltrans signed a Cooperative Agreement for the Project Approval and Environmental Document phase, which concludes with the completion of the California Environmental Quality Act ("CEQA") document and the National Environmental Policy Act ("NEPA") document.

The first environmental clearance obtained for the Project was a CEQA Initial Study/Mitigated Negative Declaration (State Clearinghouse #2018022061) with the Capital SouthEast Connector JPA ("JPA") as the CEQA lead agency. The Initial Study resulted in the approval of a Mitigated Negative Declaration and the adoption of a Mitigation, Monitoring, and Reporting Program on December 14, 2018. While the Connector JPA acted as the CEQA lead agency, the City acted as the CEQA Responsible Agency for all portions of Kammerer Road.

The second environmental clearance required for the Project is the NEPA Environmental Assessment. For this effort, Caltrans is the NEPA Lead Agency, and the City is the NEPA Implementing Agency. Caltrans signed the NEPA Findings of No Significant Impact on October 23, 2023, which concludes the NEPA efforts and allows the City to now move into the Plans, Specifications, and Estimate, Right of Way (ROW), and Construction phases of the Project. A consultant is needed to provide engineering services in these subsequent phases.

A Request for Proposals to provide engineering services necessary for preparing plans, technical specifications, and estimates, including bid, award phase services, and design services during construction for the Project, was advertised on April 17, 2023. Dewberry Engineering and Jacobs Engineering Group each submitted a proposal, and both were evaluated by City staff.

Both firms were interviewed, and the review and interview panels were comprised of the City's Public Works Director, Capital Program Division Manager, Engineering Services Division Manager, and Director of Strategic Planning & Innovation, as well as representatives from Caltrans and the Connector JPA. Upon conclusion of the interview, the panel identified Jacobs Engineering Group ("Jacobs") as the most qualified firm, and negotiations were initiated.

ANALYSIS:

The negotiated scope of services with Jacobs includes project management, alternative analysis, design support for the ROW acquisitions, coordination

with the Union Pacific Railroad for a new overcrossing, coordination with Caltrans for the modifications to the I-5 Hood Franklin interchange, final design, advertising/bid/award assistance, and design support services during construction (not construction management). The scope of services will be performed for an amount not to exceed \$8,016,822.

It is anticipated the Right of Way Acquisition and Final Design phases will require two to three years to complete. Construction timing depends on construction funding availability, but construction cannot begin until the Right of Way and Final Design phases are completed.

A copy of the proposed contract with a detailed scope of work and schedule is included as Attachment 2.

The recommended action also includes authorizing the City Manager to execute contract amendments not to exceed \$250,000. This recommendation provides flexibility to adjust the scope as the Project advances through alternative refinement and final design throughout the expected two to three-year process.

ALTERNATIVE ACTIONS:

The Council may choose to consider the following alternative actions:

1. Reject all proposals and not award the contract. Staff does not recommend this option as it would significantly delay the Project.
2. Reject all proposals and direct staff to reissue the Request for Proposals to solicit other potentially interested firms. Staff does not recommend this option since two qualified firms responded, and staff conducted an objective evaluation process to select the most qualified firm. Re-advertising the Project would significantly delay it, and there are no assurances that more interested qualified firms would respond. There is also a risk that the cost would increase as consultant costs continue to increase.

FISCAL IMPACT:

The Project is included in the 2023-2028 Capital Improvement Program and the Fiscal Year 2023-24 Budget. The approved project budget has sufficient funding to award the contract to Jacobs. Funding for construction is still needed, and staff will be looking to program said funding with future Capital Improvement Program updates, subject to approval by the City Council. It is anticipated that state and federal grants will be needed to fund a majority of the construction costs.

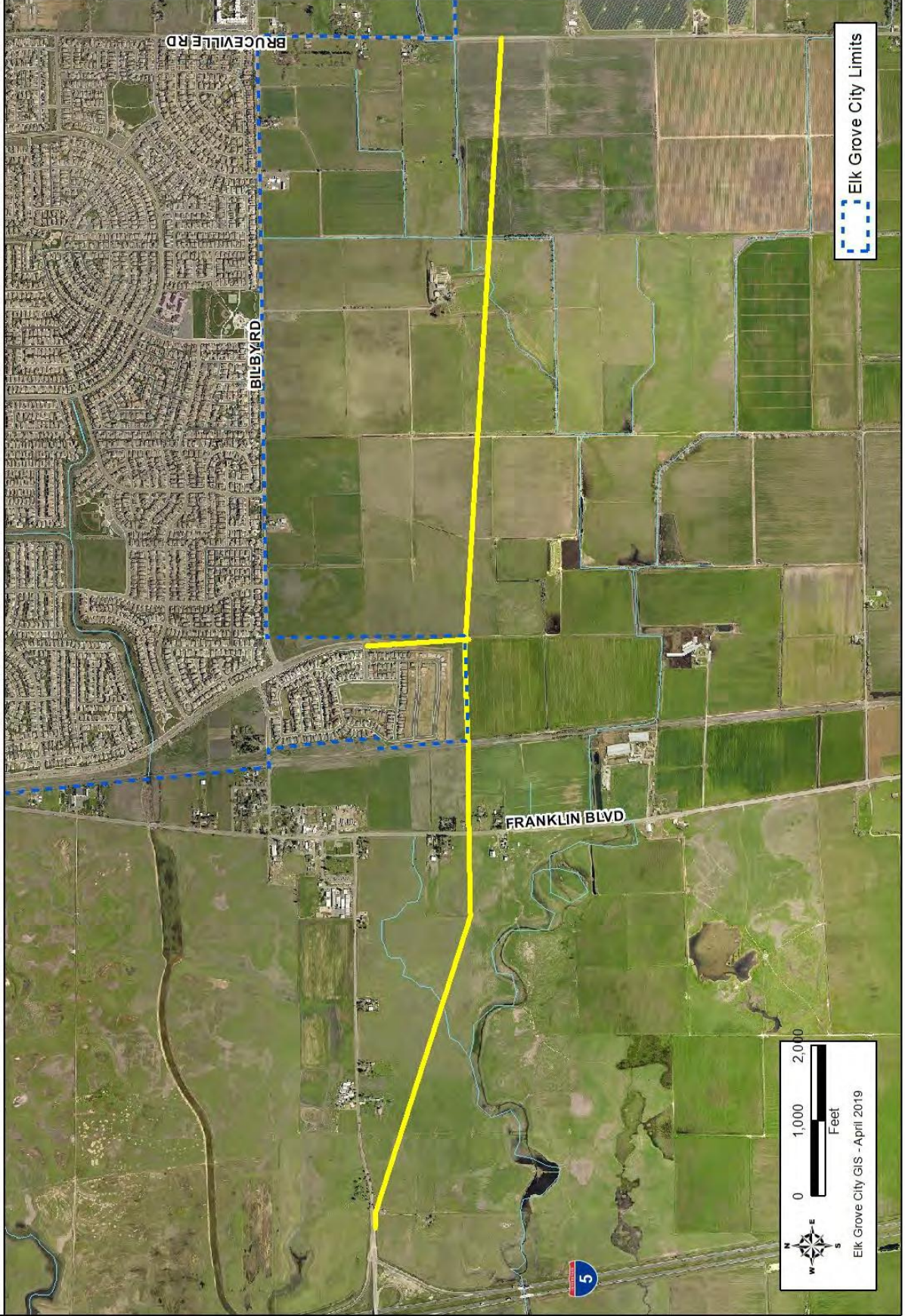
ATTACHMENTS:

1. Resolution
2. Professional Services Contract
3. Project Location Map

ATTACHMENT 3

Kammerer Rd Phase 1: Two-Lane Extension I-5 to Bruceville Road - WTR014

Project Location Map



COOPERATIVE AGREEMENT COVER SHEET

Work Description

PS&E, R/W AND CONSTRUCTION COMPONENT WORK FOR THE I-5/HOOD FRANKLIN INTERCHANGE IMPROVEMENT AND MODIFICATION PROJECT – PHASE I

Contact Information

CALTRANS

Jess Avila, Project Manager
703 B Street
Marysville, CA 95901
Mobile Phone: (530) 682-8488
Email: jess.avila@dot.ca.gov

CITY OF ELK GROVE

Christina Castro, CIP Manager
8401 Laguna Palms Way
Elk Grove, CA 95758
Office Phone (916) 627-3339
Email: ccastro@elkgrovecity.org

CAPITAL SOUTHEAST CONNECTOR JPA

Derek Minnema, Executive Director
10640 Mather Blvd
Mather, CA 95655
Office Phone: (916) 876-9097
Email: minnemad@saccounty.net

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from February 07, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Elk Grove, a body politic and municipal corporation, referred to hereinafter as CITY, and:

Capital Southeast Connector JPA, a public corporation/entity, referred to hereinafter as JPA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

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 Interstate 5/Hood Franklin Interchange – PHASE 1 will construct a two-lane connection of Kammerer Road to the Interstate 5/Hood Franklin Interchange with single-lane roundabouts on the east and west side of I-5 on Hood Franklin Road referred to hereinafter as PROJECT. CALTRANS will only require ramp meters on PHASE 1, if reasonably needed. CALTRANS will grant a policy exemption for the PHASE 1 interim condition to eliminate the Interstate 5/Hood Franklin Interchange ramp by-pass lanes required in conjunction with the ramp metering. The CITY understands the potential for backup on the local system due to ramp metering. In lieu of the roundabouts, CITY and/or JPA, can signalize the ramp intersections if the bridge across I-5 is widened to three lanes with one westbound lane and two eastbound lanes. The PROJECT scope of work is defined in the Project Report.

The scope of work for Phase 2 of Interstate 5/Hood Franklin Interchange Project referred to hereinafter as PHASE 2, consists of a 4 lane connection of Kammerer Road to the Interstate 5/Hood Franklin Interchange, and it will be covered under a Supplemental Project Report with separate traffic studies Interstate 5/Hood Franklin Interchange and is not part of this AGREEMENT excepted as stated in this AGREEMENT.

CITY AND CALTRANS acknowledge that a Memorandum of Agreement was entered into by the PARTIES dated May 19, 2021 related to the Interstate 5/Hood Franklin Interchange PHASE 1 and PHASE 2. Nothing in this AGREEMENT negates those rights and responsibilities of the PARTIES.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS for PROJECT will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY
 - 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, memorandum of understanding, or memorandum of agreement between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding 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 following work associated with this PROJECT has been completed:
 - a. CALTRANS approved a Project Study Report-Project Development Support document on April 1, 2014, which identified three build alternatives for the Interstate 5/Hood Franklin Interchange
 - b. The JPA, as the lead agency designated under CEQA adopted a Final Tiered Initial Study with Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Plan for the Capital Southeast Connector – A1/A2 Kammerer Road Project and Approved the Capital Southeast Connector – A1/A2 Kammerer Road Project on December 14, 2018, which identified a new 4-lane Kammerer Road extension from Bruceville Road to I-5/Hood Franklin Road, modifying the Interstate 5/Hood Franklin Interchange, and identified construction phasing may be necessary, and initial construction may consist of a 2-lane facility recognizing other construction phasing may be considered.
 - c. CALTRANS, as the lead agency designated under the National Policy Act (NEPA), approved the Environmental Assessment for the PROJECT on October 23, 2023.
 - d. CALTRANS approved a Project Report for the PROJECT on October 23, 2023.
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. CITY 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.

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION 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. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP 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.

Future Work – PHASE 2 and I-5 MANAGED LANES PROJECT

15. PARTIES mutual understanding of future work associated with Interstate 5/Hood Franklin Interchange :
- a. PHASE 2 (a CITY sponsored project) will include a supplemental 4-lane Traffic Operations Analysis Report (TOAR) to be performed after completion of PROJECT.
 - b. CITY will, within a reasonable time period conduct new traffic counts and prepare an updated traffic study to evaluate the Interstate 5/Hood Franklin Interchange . The updated traffic study will use the Travel Demand Model from the adopted Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) for those areas outside the CITY, the CITY’s adopted General Plan for areas within the CITY, and any pending or approved specific plans (or similar master land use plans) for areas within the CITY’s General Plan Study Areas as of the date of the analysis.
 - c. The CITY and CALTRANS shall work cooperatively to ensure the PHASE 2 TOAR is true and correct and is not based on speculative land uses.
 - d. The I-5 Managed Lanes Project (“I-5 MANAGED LANES PROJECT”) will include one northbound and one southbound high occupancy lane on I-5 starting just south of Elk Grove Boulevard to one (1) mile south of the I-5/Hood Franklin Interchange.
 - e. After the notice of completion for construction of the additional improvements identified in the PHASE 2 supplemental project report and the widening of Kammerer Road to 4-lanes at the south bound ramps are complete, the CITY shall contribute a not to exceed amount of \$3,000,000 to fund the Environmental phase for the I-5 MANAGED LANES PROJECT starting just south of Elk Grove Blvd and extending one mile south of the Interstate 5/Hood Franklin Interchange. This study shall be initiated within two years after all the improvements identified in the PHASE 2 ’s Supplemental Project Report are implemented/constructed. This funding represents the CITY's fair share contribution and total amount to all phases of the I-5 MANAGED LANES PROJECT cost.
 - f. PARTIES agree a PHASE 2’s Supplemental Analysis and I-5 MANAGED LANES PROJECT study to be initiated after the notice of completion of PROJECT.
 - g. CALTRANS will be the CEQA Lead Agency for the I-5 MANAGED LANES PROJECT.

- h. The CITY reserves the right to have their contribution come from the JPA or County of Sacramento, through a separate agreements. After PROJECT is constructed and is in operation and should the queue length on the SB I-5 off-ramp reach 850 feet, the CITY will implement (with the concurrence from CALTRANS) measures to address these conditions in the future projects. If the bridge across I-5 is widened and the ramp intersections are signalized, the CITY will not be obligated to resolve queuing given that signal phasing can be modified by CALTRANS to address this issue.
- i. If the PROJECT's two-lane roundabout alternative is constructed, the CITY will every six months (Spring and Fall) evaluate the southbound (SB) I-5 off ramp and the available length of storage and the need for additional improvements to increase storage.
- j. CITY and CALTRANS will execute a PA&ED cooperative agreement prior to PHASE 2 modifications.
- k. Improvements resulting from the PHASE 2 Supplemental Project Report and associated environmental clearance will be constructed as part of the widening of the Kammerer Road connection to the Interstate 5/Hood Franklin Interchange from 2 to 4 lanes.
- l. CITY will develop a PHASE 2 Supplemental Project Report (with updated traffic study, including 4-lane traffic analysis (PHASE 2 TOAR) related to future Interstate 5/Hood Franklin Interchange improvements. Additional improvements to be evaluated are acceleration/deceleration lanes (0.5 miles in length) on I-5, on-ramp HOV bypass lanes, and other feasible alternatives.
- m. CITY will be the CEQA lead agency for the additional improvements identified in the PHASE 2 Supplemental Project Report.
- n. CALTRANS will not submit a formal comment letter on CALTRANS letterhead during public circulation of the CEQA document for the PHASE 2 Supplemental Project Report.
- o. CALTRANS will not unreasonably withhold its approvals.
- p. CITY and CALTRANS shall work cooperatively to ensure the PHASE 2 interchange improvements will meet the needs of the design year.

CALTRANS' Quality Management

- 16. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

17. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

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

18. 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.
19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
20. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

21. JPA is the CEQA Lead Agency for the PROJECT.
22. CALTRANS is a CEQA Responsible Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. CITY 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 CITY's responsibilities in this AGREEMENT.
25. 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.

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

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Section 7 Consultation, U.S. Fish and Wildlife Service
Section 106 Consultation, State Historic Preservation Office

Plans, Specifications, and Estimate (PS&E)

27. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

29. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

30. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

31. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

32. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

33. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

34. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

35. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

36. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

37. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

38. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

39. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

40. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

41. 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.
42. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
43. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

44. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY 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.

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

46. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
47. Any new or amended maintenance agreements required for the WORK are executed.
48. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
49. CITY 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, CITY also accepts responsibility to administer the construction contract.
50. CALTRANS will not issue an encroachment permit to CITY's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
51. The CONSTRUCTION Quality Management Plan (QMP) 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 QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

52. 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 CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
53. CITY 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.
54. 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).
55. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
56. CITY 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. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
57. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System (SHS) 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 SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.

58. 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 (SHS) within SHS 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 SHS right-of-way.

59. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, 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 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, CITY 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 Professional 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, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

60. 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

61. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (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
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

62. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

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

Consultant Selection

64. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

65. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
66. 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

67. 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

68. 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.

69. 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 records.

Hazardous Materials

70. 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.

71. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

72. 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.

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

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

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

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

75. 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

76. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
77. 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.
78. 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.
79. 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.
80. 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 the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

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

82. If WORK stops for any reason, each PARTY will continue with environmental commitments 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

83. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
84. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
85. Any PARTY whose 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

86. CITY 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. CITY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

87. 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

88. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

89. 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

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

Indemnification

91. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
92. Neither CITY nor any of its 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 CITY 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

93. 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.
94. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

95. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive 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.

96. 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

97. 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

98. 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 CITY 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.

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

100. Unless otherwise amended by mutual agreement by CITY and CALTRANS, this AGREEMENT shall terminate 20 years from the date the PROJECT is completed. If PROJECT is not completed within 20-year time horizon then a new Agreement will be required.
101. CITY obligations under this AGREEMENT are subject to available developer fees, CEQA environmental clearance, NEPA environmental clearance, and related subsequent CITY Council Action to appropriate funds.
102. This AGREEMENT does not in any way limit the CITY's authority over land use planning or restrict the CITY's future development decisions.
103. This AGREEMENT does not in any way limit the phasing of the PROJECT outside of the state right-of-way.

Prevailing Wage

104. 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, 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.

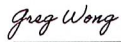
When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Verification of funds and authority:



Melissa Rice (Jan 31, 2024 13:40 PST)

District Project Control Officer

Approved as to form and procedure:



Meera Danday (Jan 31, 2024 13:45 PST)

Meera Danday
Deputy Attorney

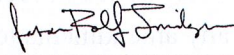
CITY OF ELK GROVE



Jason Behrmann (Jan 31, 2024 15:24 PST)

Jason Behrmann
City Manager

Attest:



Jason Lindgren
City Clerk

Approved as to form and procedure:



Jonathan Hobbs (Jan 31, 2024 14:47 PST)

Jonathan P. Hobbs
City Attorney

**CAPITAL SOUTHEAST CONNECTOR
JPA**



Derek Minnema (Feb 1, 2024 11:43 PST)

Derek Minnema
Executive Director

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 03-0736 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0736 except survival articles. All survival articles in agreement 03-0736 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. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF ELK GROVE

Deputy District Director

City Manager

D3 Program, Project and Asset Management

Date: _____

Date: _____











Coop 03-0736 [EXECUTE]

Final Audit Report

2024-02-07

















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2024-02-01 - 7:43:38 PM GMT



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 Document e-signed by Greg Wong (greg.wong@dot.ca.gov)

Signature Date: 2024-02-07 - 10:15:53 PM GMT - Time Source: server

 Agreement completed.

2024-02-07 - 10:15:53 PM GMT



[www.sacbee.com /community/elk-grove/article284101183.html](http://www.sacbee.com/community/elk-grove/article284101183.html)

Elk Grove plans extension of key roadway, approving agreement with Caltrans. Here's where

Marcus D. Smith : 3-4 minutes : 1/11/2024

The latest project development in Elk Grove looks to expand the region as the city landed an agreement with Caltrans to extend a key roadway to run between two major Sacramento-area freeways.

The proposed agreement is for the [extension of Kammerer Road](#) into a two-lane roadway that will stretch an additional 6.5 miles from Bruceville Road to Interstate 5. Kammerer currently runs from Bruceville to Highway 99.

According to the city, the expansion is a part of the [Capital Southeast Connector project](#), which will provide a four-lane, 34-mile expressway connecting I-5, Highway 99 and Highway 50. Once complete, the Capital Southeast Connector will provide a direct drive from the southern part of Sacramento County up into El Dorado County, providing access to the Elk Grove, Rancho Cordova, Folsom and El Dorado Hills communities.

In an emailed statement to The Sacramento Bee, Elk Grove public affairs manager Kristyn Laurence said the Capital Southeast Connector project is important for Elk Grove and its expansion. The project will create accessibility to places such as Sky River Casino and other nearby attractions, she said, including the [possible site of a new zoo](#).

“The Capital Southeast Connector is envisioned to help ease regional traffic congestion,” Laurence wrote. “This segment will drive motorists to new development areas and amenities proposed in the city’s southeast area including the 400 acre Grant Line Business Park, a potential new zoo, and expanded entertainment and employment areas envisioned for Elk Grove.”

This change, according to city officials, will require modifying the I-5 interchange at Hood Franklin Road.

Elk Grove City Council unanimously approved the cooperative agreement Wednesday evening, allowing Caltrans to advance to the next phases of the project: finalizing the design; plans, specifications and estimates; acquiring the property for the right-of-way; and construction.

Laurence said the process following the City Council’s decision may take about two to three years.

“The City is still seeking funding for the construction of this project. Once funding has been secured, construction will likely take a minimum of two years,” Laurence said.

ITEM 13

MEETING DATE: February 23, 2024

TITLE: Update on Funding through the Trade Corridor Enhancement Program approved by the California Transportation Commission

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this update.

TIMELINE OF TCEP FUNDING AWARD

In June 2023 the California Transportation Commission (“CTC”) awarded the JPA grant funds for engineering design on Grant Line Road, between Douglas Road and White Rock Road. Since that time staff has been working with Caltans and CTC staff to obtain various approvals to allocate the funding and respond to public comment on the award.

- June 28, 2023 – The CTC adopts the TCEP Program of Projects
- December 7, 2023 – The CTC approves the project for Future Consideration of Funding and the Baseline Agreement.
- January 26, 2024 – The CTC allocates \$3M in funding for the project.

UPCOMING TCEP ACTIVITIES

A Program Supplement Agreement with the State of California for project expenses is on today’s agenda for Board consideration.

Staff plans to apply for construction funding in the upcoming cycle 4 of the Trade Corridor Enhancement Program. A call for projects is anticipated in late 2024.

Staff is attending CTC program guideline development workshops and meetins with the CTC to propose modifications to the Guidelines, which will be revised in 2024.

ATTACHMENTS

- a. CTC Staff Reports for Program Adoption, Future Consideration of Funding, Baseline Agreement, and Funding Allocation

Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: June 28-29, 2023

From: TANISHA TAYLOR, Interim Executive Director

Reference Number: 4.5, Action

Prepared By: Hannah Walter
Associate Deputy Director

Published Date: June 16, 2023

Subject: 2022 Trade Corridor Enhancement Program Adoption – Program of Projects, Resolution G-23-46

Recommendation:

Staff recommends the California Transportation Commission (Commission) adopt the 2022 Trade Corridor Enhancement Program, as presented in Attachment B and consistent with Resolution G-23-46 (Attachment A).

Issue:

The Commission established the 2022 Trade Corridor Enhancement Program as a two-year, \$1.051 billion program across fiscal years 2023-24 and 2024-25 at the August 2022 meeting. Since that time, the amount available for programming has increased to \$1.053 billion through an additional \$2.7 million in Trade Corridors Improvement Fund Program cost savings.

The 2022 Trade Corridor Enhancement Program proposes \$1.081 billion for 26 projects valued at more than \$3.7 billion. The total proposed amount is over-programmed by \$27.3 million. This overcapacity will be supported by future Trade Corridor Enhancement Program project cost savings and additional savings generated through the Trade Corridors Improvement Fund Program. The recommendation includes a variety of projects that provide freight transportation improvements across the state. Collectively, the projects recommended will improve air quality, improve border crossings, increase freight rail storage and transport capacity, improve interchanges, improve safety at rail crossings, and complete major highway improvements.

Streets and Highways Code Section 2192 requires Trade Corridor Enhancement Program projects within the boundaries of a Metropolitan Planning Organization be included in a Regional Transportation Plan/Sustainable Community Strategy that the California Air Resources Board has determined, if implemented, would achieve the Metropolitan Planning Organizations greenhouse gas emissions reduction targets. The Fresno Subdivision (Ceres to Turlock) Union Pacific Railroad Double Tracking Project in Stanislaus County is currently recommended for programming on a conditional basis. The condition for programming funds to this project is the requirement that the Stanislaus Council of Governments, the region's

Metropolitan Planning Organization, documents compliance with Streets and Highway Code Section 2192 by the date of Commission action on the 2022 Trade Corridor Enhancement Program. If documentation of compliance is not received prior to Commission action, the project will be removed from consideration and another competitive project will be recommended in its place.

The full recommended project list was posted on the Commission's website on June 8, 2023, and is included in this book item as Attachment B.

Development of Staff Recommendations

The Commission received 48 project nominations seeking over \$1.8 billion.

An evaluation team, consisting of Commission and Caltrans staff, reviewed project nominations based on the screening and evaluation criteria set forth in the Commission's adopted Trade Corridor Enhancement Program Guidelines. In addition, California Air Resources Board staff reviewed applications to evaluate air quality benefits, and Interagency Equity Advisory Committee members evaluated the equity and community engagement criteria in the applications. Due to the competitive nature of this program, staff evaluations were limited to documentation submitted with the application package, including the required performance metrics outlined in the program guidelines.

Recommended projects were determined to be projects that best addressed the evaluation criteria outlined in the guidelines, projects that clearly described freight benefits, and projects that showed benefits across multiple evaluation criteria. The 26 projects recommended for funding are expected to provide a variety of benefits over the next 20 years, including the following:

- Increase truck throughput
- Increase rail volume
- Increase in tons of cargo moved
- Operational efficiencies and travel time improvements
- Safety improvements
- Reduction of greenhouse gas emissions
- Creation of thousands of new jobs

The projects recommended for funding include:

- Border and Commercial Vehicle Enforcement Facility Improvements – Construction of a new international border crossing and a new commercial vehicle enforcement facility, including state-of-the-art screening systems
- Zero-emission freight infrastructure to build refueling and recharging facilities along key freight corridors throughout the state
- Rail Improvements - Grade separations, new track, and additional storage capacity
- Highway Improvements - Interchange improvements, traffic management systems improvements, high-occupancy-vehicle lanes, auxiliary lanes, express lanes, general purpose lanes, safety improvements and one climbing lane.

Projects not recommended for funding were found less competitive for a variety of reasons including goods movement benefits were unclear or minimal; required information was missing or unclear; components were deemed ineligible; and overall lower ratings in the evaluated criteria. The projects not recommended for funding demonstrated benefits but were determined to be less competitive for this program cycle.

Project Highlights

The recommended projects support Climate Action Plan for Transportation Infrastructure and the state's climate, public health, safety, equity, and economic vitality goals as they incorporate rail, zero-emission freight infrastructure, and on-system and other multimodal solutions to improve the movement of goods on corridors with high volumes of freight.

The following highlights a few projects from the staff recommendations:

- **The Travel Centers of America Electric Vehicle Oasis South** project is a set of six zero-emission freight charging locations that will be built at existing Travel Centers of America truck stops in Southern California. The stations will include on-site solar power generation, battery storage, direct current fast charging, and overnight charging. The recommended Trade Corridor Enhancement Program funds of \$28.095 million will support construction of these locations.
- **The Interstate (I)-80/San Pablo Dam Road Interchange Improvements Phase 2** will reconstruct the existing I-80/San Pablo Dam Road Interchange by upgrading the overcrossing structure to current standards, modifying the McBryde Avenue off-ramp to eliminate weaving on westbound I-80, and providing improved pedestrian and bicycle lanes and facilities. The recommended Trade Corridor Enhancement Program funds are for the design and right-of-way for this project.
- **The Otay Mesa East Port of Entry** will construct a new border crossing at the California and Mexico border for personal and commercial vehicles. Recommended Trade Corridor Enhancement Program funds are for the construction of the commercial vehicle portion of the port of entry and conduit to support future commercial vehicle chargers. Recommended Trade Corridor Enhancement Program funds are also to construct the Commercial Vehicle Enforcement Facility used by California Highway Patrol and the Federal Motor Carrier Safety Association. This facility includes chargers for commercial vehicles, conduit, and solar panels for on-site power generation.
- **America's Green Port Gateway - Pier B Early Rail East Expansion** will provide the staging of additional freight trains at higher capacity. It is comprised of two lengthened yard tracks, permanent closure of the Ninth Street At-Grade Crossing, and a new I-710 retaining wall at Pier C Street. The Locomotive Facility component includes a new 24-locomotive support facility with capacity to expand to 30 locomotives and a new fourth mainline creating a 10,000-foot support track allowing for an increase of daily train movements, and upon completion, it will expand the Port's freight rail network throughput by 1.1 million Twenty-foot Equivalent Units in its first year of operation. The recommended Trade Corridor Enhancement Program funds are for the construction phase of this project.

- **The I-5, SR 15, and Harbor Drive 2.0 Project** improves freight throughput of about 1,600 more trucks per year in a key freight location by constructing all-day connected truck-only lanes and off-peak dedicated flex lanes, queue jumps, freight signal priority, and other Intelligent Transportation System technologies to separate trucks from passenger traffic. It includes zero-emission commercial vehicle charging stations for freight trucks. The project also includes sidewalks and bike lanes addressing community concerns by separating freight traffic from passenger traffic. The Vesta Street Bridge component allows freight trucks to cross the Naval Base San Diego without going on the local roads. The recommended Trade Corridor Enhancement Program funds are for the Right-of-Way and Plans, Specifications, and Estimate phases of this project.

Baseline Agreement Requirements

All agencies with projects included in the 2022 Trade Corridor Enhancement Program must comply with the Commission's adopted 2022 Trade Corridor Enhancement Program Guidelines and Senate Bill 1 Accountability and Transparency Guidelines, including the requirement to enter into a baseline agreement. The development of the baseline agreement will be initiated upon adoption of the program. The baseline agreement will set forth the scope, expected benefits, delivery schedule, and project cost and funding plan. The executed baseline agreement will become the basis by which accountability will be measured and reported on.

Background:

The Trade Corridor Enhancement Program, created by Senate Bill 1 (Beall, Chapter 5, Statutes of 2017), funds infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along corridors that have a high volume of freight movement, as determined by the Commission.

In August 2021, the Commission initiated the process to develop the 2022 Trade Corridor Enhancement Program Guidelines. The Commission held seven public workshops between August 2021 and April 2022 to solicit input on the development of the Trade Corridor Enhancement Program Guidelines. The guidelines were prepared by Commission staff and developed in consultation with Caltrans, the California State Transportation Agency, the California Air Resources Board, the Commission's Equity Advisory Roundtable, regional transportation planning agencies, local agencies, ports, transportation advocates, the freight industry, and other stakeholders. Commission staff also considered comments received via email, telephone, and written correspondence.

The Commission's 2022 Trade Corridor Enhancement Program Guidelines, adopted at its August 17, 2022, meeting, describe the policy, standards, criteria and procedures for the development, adoption, and management of the 2022 Trade Corridor Enhancement Program.

Attachments:

- Attachment A: 2022 Trade Corridor Enhancement Program Resolution G-22-46
- Attachment B: 2022 Trade Corridor Enhancement Program – Program of Projects
- Attachment C: Comment Letters

**CALIFORNIA TRANSPORTATION COMMISSION
ADOPTION OF THE 2022 TRADE CORRIDOR ENHANCEMENT PROGRAM
PROGRAM OF PROJECTS**

RESOLUTION TCEP G-22-46

- 1.1 **WHEREAS**, on April 28, 2017, Governor Brown signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017, and created the Trade Corridor Enhancement Account to fund corridor-based freight projects nominated by local agencies and the state; and
- 1.2 **WHEREAS**, on July 21, 2017, Governor Brown signed SB 103 (Committee on Budget and Fiscal Review, Chapter 95, Statutes of 2017) which directs the California Transportation Commission (Commission) to allocate the Trade Corridor Enhancement Account funds and the federal National Highway Freight Program funds to infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along corridors that have a high volume of freight movement, as determined by the Commission; and
- 1.3 **WHEREAS**, on November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA), which continued the National Highway Freight Program originally established in 2015 by President Obama to fund projects that improve the efficient movement of freight on designated corridors throughout the state; and
- 1.4 **WHEREAS**, the Commission adopted the 2022 Trade Corridor Enhancement Guidelines on August 17, 2022; and
- 1.5 **WHEREAS**, the Commission adopted the revised SB 1 Accountability and Transparency Guidelines on March 23, 2023, that govern and outline the Commission's responsibility for the accountability and transparency of SB 1 program funds under its purview; and
- 1.6 **WHEREAS**, the 2022 Trade Corridor Enhancement Program fund estimate provided \$1.051 billion in Trade Corridor Enhancement programming capacity over two years; and
- 1.7 **WHEREAS**, savings of \$2.7 million have been identified in the Trade Corridor Improvement Fund and will be utilized to augment the Trade Corridor Enhancement Account funding, consistent with the Commission's Trade Corridor Improvement Fund Close-out policy for use in the Trade Corridor Enhancement Program; and

- 1.8 **WHEREAS**, consistent with the Commission’s SB 1 Accountability and Transparency Guidelines, if a recommended project requests allocation for project components in the period between the June 2023 Commission meeting and the October 2023 Commission meeting, the project applicant must submit a Baseline Agreement for approval by the October 2023 Commission meeting. All other Baseline Agreements must be submitted by the December 2023 Commission Meeting. The Commission will not consider approval of a project allocation without an approved Baseline Agreement; and
- 1.9 **WHEREAS**, the staff recommendations are consistent with statute and conform to the program guidelines for the Trade Corridor Enhancement Program; and
- 1.10 **WHEREAS**, Commission staff prepared program recommendations that included \$1.081 billion for 26 projects valued at more than \$3.7 billion; and
- 1.11 **WHEREAS**, the Commission staff recommendations for the 2022 Trade Corridor Enhancement Program were published and made available to the Commission and the public on June 8, 2023; and
- 1.12 **WHEREAS**, the Commission considered the staff recommendations and public testimony at its June 28-29, 2023 meeting.
- 2.1 **NOW THEREFORE BE IT RESOLVED**, that the Commission hereby adopts the 2022 Trade Corridor Enhancement Program, as reflected in the attached staff recommendations (Attachment B); and
- 2.2 **BE IT FURTHER RESOLVED**, that the project amounts approved for funding shall be considered as a “not to exceed amount” and that any increases in cost estimates beyond the levels reflected in the adopted program are the responsibility of the appropriate agency identified in the Baseline Agreements; and
- 2.3 **BE IT FURTHER RESOLVED**, that a project included in the adopted 2022 Trade Corridor Enhancement Program must comply with the Trade Corridor Enhancement Program Guidelines and the SB 1 Accountability and Transparency Guidelines; and
- 2.4 **BE IT FURTHER RESOLVED**, that a project included in the adopted 2022 Trade Corridor Enhancement Program must receive all environmental approvals through the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as applicable, by December 31, 2023, or the Commission may delete the project; and
- 2.5 **BE IT FURTHER RESOLVED**, that a project included in the adopted 2022 Trade Corridor Enhancement Program must enter into a Baseline Agreement to be approved by the Commission. The Commission may delete a project for which no Baseline Agreement is executed; and

- 2.6 **BE IT FURTHER RESOLVED**, that the Commission staff, in consultation with the Department and project sponsors, is authorized to make minor technical changes as needed to the 2022 Trade Corridor Enhancement Program in order to reflect the most current information, or to clarify the Commission's programming commitments, and shall request Commission approval of any substantive changes; and
- 2.7 **BE IT FURTHER RESOLVED**, that the Commission directs staff to post the 2022 Trade Corridor Enhancement Program of projects on the Commission's website.

Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: December 6-7, 2023

From: TANISHA TAYLOR, Executive Director

Reference Number: 2.2c.(3), Action

Prepared By: Cherry Zamora
Assistant Deputy Director

Published Date: November 22, 2023

Subject: Approval of Project for Future Funding Consideration – Mitigated Negative Declaration for the Grant Line Road Safety & Freight Mobility Project, Resolution #E-23-149

Recommendation:

Staff recommends the California Transportation Commission (Commission), as a Responsible Agency, accept the Mitigated Negative Declaration analyzing the Grant Line Road Safety & Freight Mobility Project (Project) in the City of Rancho Cordova and Sacramento County and approve the Project for future funding consideration.

Issue:

The Capital SouthEast Connector Joint Powers Authority is the California Environmental Quality Act Lead Agency for the Project. The Project will reconstruct and widen Grant Line Road from two lanes to four lanes between Douglas Road and White Rock Road and signalize the Raymer Way intersection. The Project is the first phase of the overall Capital SouthEast Connector: D2 Expressway Project (State Clearinghouse Number 2017032087). The Project is located on Grant Line Road between Douglas Road and White Rock Road, in the City of Rancho Cordova and Sacramento County.

For all projects that are anticipated to be funded through a program under the purview of the Commission, full compliance with the California Environmental Quality Act is required. The Commission will not allocate funds to projects for design, right-of-way, or construction until the environmental document is complete, and the Commission has approved the environmentally cleared project for future funding consideration.

Background:

On June 30, 2017, the Capital SouthEast Connector Joint Powers Authority adopted the Mitigated Negative Declaration for the Project and found that the Project would not have a significant effect on the environment after mitigation. On October 20, 2023, the Capital SouthEast Connector Joint Powers Authority adopted a CEQA Addendum documenting that

the open-to-traffic year is anticipated to be 2035. On November 13, 2023, the Capital SouthEast Connector Joint Powers Authority confirmed that the Mitigated Negative Declaration and Addendum remain valid and that there are no new identified impacts requiring mitigation. The Capital SouthEast Connector Joint Powers Authority also confirmed that the preferred alternative set forth in the final environmental document is consistent with the Project scope of work programmed by the Commission.

Impacts that require mitigation measures to be reduced to less than significant levels relate to agriculture, biological resources, cultural and paleontological resources, greenhouse gas emissions, and noise. Mitigation measures include compensating for unique farmlands, compensatory mitigation for wetlands and habitat, restoration of habitat, environmental awareness training, biological monitoring, preconstruction surveys, assessment of cultural and paleontological resources if discovered, best management practices for reducing construction-related greenhouse gas emissions, and construction of noise walls.

The Grant Line Road Safety & Freight Mobility Project is the first phase of the overall Capital SouthEast Connector: D2 Expressway Project. The Project is estimated to cost \$45,600,000 in total and is funded through the Project Specifications & Estimates phase with local committed developer fees (\$2,200,000) and State Trade Corridor Enhancement Program (\$3,000,000) funds.

Construction is scheduled to begin in fiscal year 2027-2028.

Attachments:

- Attachment A: Resolution E-23-149
- Attachment B: Notice of Determination
- Attachment C: Project Location Map

**CALIFORNIA TRANSPORTATION COMMISSION
Resolution for Future Funding Consideration**

**3 – Sacramento County
Resolution E-23-149**

- 1.1 WHEREAS, the Capital SouthEast Connector Joint Powers Authority has completed a Mitigated Negative Declaration and Addendum pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines for the Grant Line Road Safety & Freight Mobility Project (Project) in the City of Rancho Cordova and Sacramento County; and
- 1.2 WHEREAS, the Capital SouthEast Connector Joint Powers Authority has certified that the Mitigated Negative Declaration and Addendum have been completed pursuant to CEQA and the CEQA Guidelines; and
- 1.3 WHEREAS, the Project is located on Grant Line Road between Douglas Road and White Rock Road, in the City of Rancho Cordova and Sacramento County; and
- 1.4 WHEREAS, the Project will reconstruct and widen Grant Line Road from two lanes to four lanes between Douglas Road and White Rock Road and signalize the Raymer Way intersection. The Project is the first phase of the overall Capital SouthEast Connector: D2 Expressway Project (SCH # 2017032087); and
- 1.5 WHEREAS, the California Transportation Commission (Commission), as a Responsible Agency, has considered the information contained in the Mitigated Negative Declaration and Addendum; and
- 1.6 WHEREAS, on June 30, 2017, the Capital SouthEast Connector Joint Powers Authority adopted the Mitigated Negative Declaration for the Project and found that the Project would not have a significant effect on the environment after mitigation. On October 20, 2023, the Capital SouthEast Connector Joint Powers Authority adopted a CEQA Addendum documenting that the open-to-traffic year is anticipated to be 2035. On November 13, 2023, the Capital SouthEast Connector Joint Powers Authority confirmed that the Mitigated Negative Declaration and Addendum remain valid and that there are no new identified impacts requiring mitigation. The Capital SouthEast Connector Joint Powers Authority also confirmed that the preferred alternative set forth in the final environmental document is consistent with the Project scope of work programmed by the Commission; and

- 1.7 WHEREAS, impacts that require mitigation measures to be reduced to less than significant levels relate to agriculture, biological resources, cultural and paleontological resources, greenhouse gas emissions, and noise. Mitigation measures include compensating for unique farmlands, compensatory mitigation for wetlands and habitat, restoration of habitat, environmental awareness training, biological monitoring, preconstruction surveys, assessment of cultural and paleontological resources if discovered, best management practices for reducing construction-related greenhouse gas emissions, and construction of noise walls; and
- 1.8 WHEREAS, the Commission, as a Responsible Agency, has considered the information contained in the Mitigated Negative Declaration and Addendum.
- 2.1 NOW, THEREFORE, BE IT RESOLVED that the Commission does hereby accept the Mitigated Negative Declaration and Addendum and approves the above-referenced Project for future funding consideration.

NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: California Transportation Commission
Attn: Cherry Zamora
1120 N Street, MS 52
Sacramento, CA 95814
(916) 654-4245

Subject: Filing of Notice of Determination in compliance with Section 21108 of the Public Resources Code.

Project Title: Grant Line Road Safety & Freight Mobility Project

2017032087	Matt Lampa	(916) 876-9093
State Clearinghouse Number	Lead Agency Contact Person	Area Code/Telephone

Project Location (include county): The Grant Line Road Safety & Freight Mobility Project is located on Grant Line Road between Douglas Road and White Rock Road in the City of Rancho Cordova and Sacramento County.

Project Description: The Grant Line Road Safety & Freight Mobility Project will reconstruct and widen Grant Line Road from two lanes to four lanes between Douglas Road and White Rock Road and signalize the Raymer Way intersection. The Grant Line Road Safety & Freight Mobility Project is the first phase of the overall Capital SouthEast Connector: D2 Expressway Project (SCH # 2017032087).

This is to advise that the California Transportation Commission has approved the above-described
(Lead Agency/ Responsible Agency)

project on December 6-7, 2023, and has made the following determinations regarding the above-described project:

1. The project (will/ will not) have a significant effect on the environment.
2. A Final Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration and an Addendum were prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures (were/ were not) made a condition of the approval of the project.
4. Mitigation reporting or monitoring plan (was / was not) adopted for this project.
5. A Statement of Overriding Considerations (was / was not) adopted for this project.
6. Findings (were/ were not) made pursuant to the provisions of CEQA.

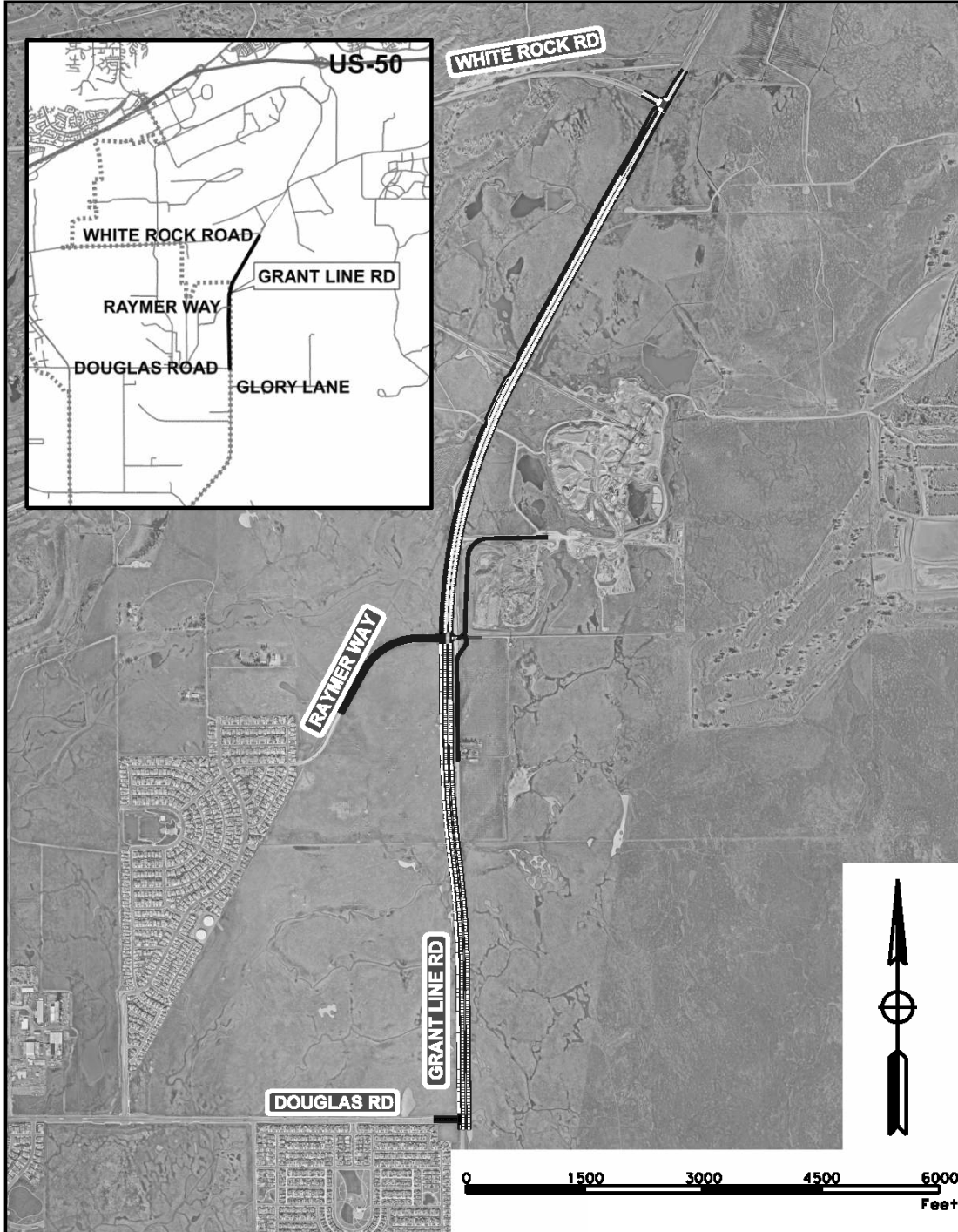
The above identified document with comments and responses and record of project approval is available to the General Public at: 10640 Mather Boulevard, Suite 120, Mather, CA 95655

TANISHA TAYLOR		Executive Director California Transportation Commission
<i>Signature (Public Agency)</i>	<i>Date</i>	<i>Title</i>

Date received for filing at OPR:

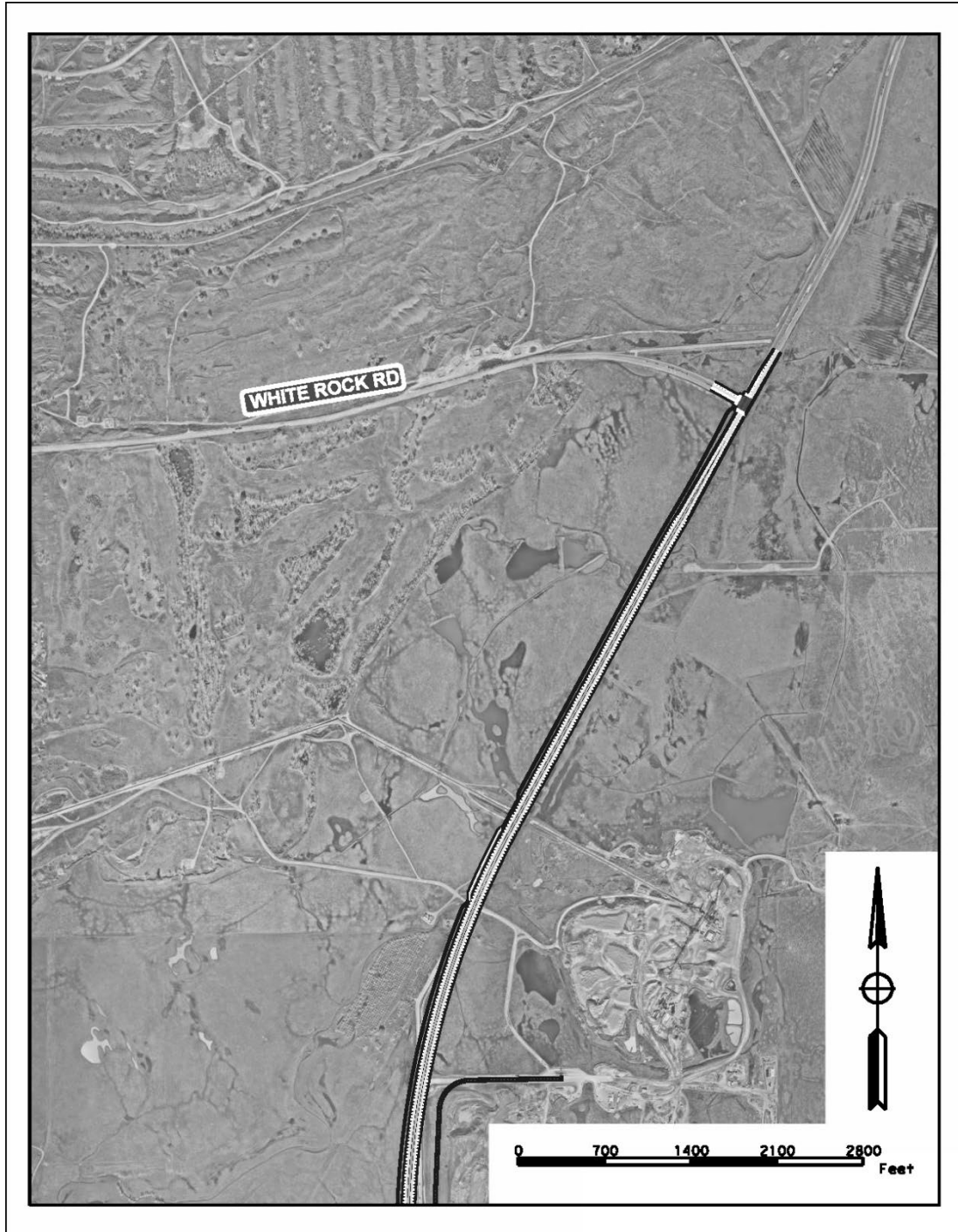
Project Location Map

Grant Line Road Safety & Freight Mobility Project



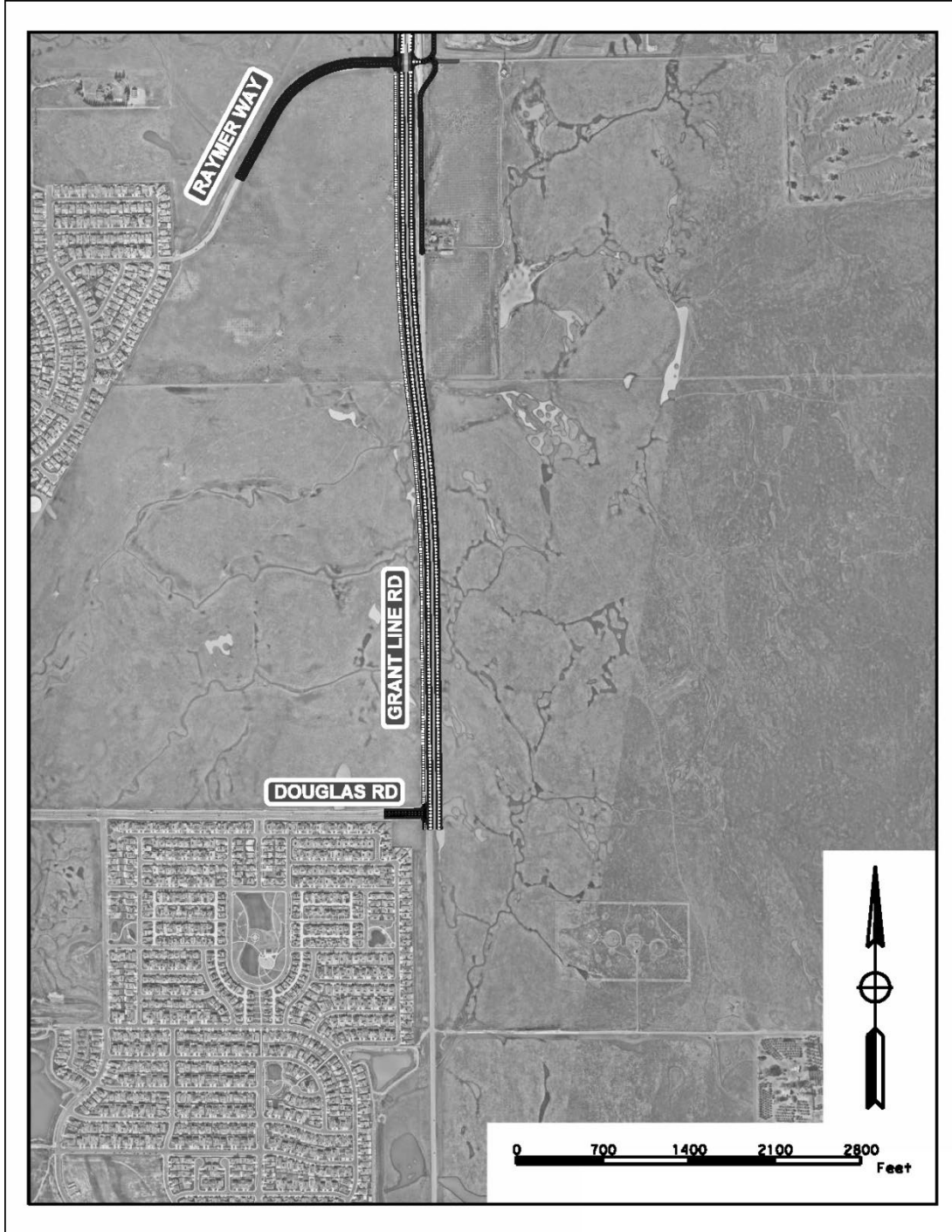
Project Location Map (continued)

Grant Line Road Safety & Freight Mobility Project



Project Location Map (continued)

Grant Line Road Safety & Freight Mobility Project



Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: December 6-7, 2023

From: TANISHA TAYLOR, Executive Director

Reference Number: 4.20, Action

Prepared By: Hannah Walter
Associate Deputy Director

Published Date: November 22, 2023

Subject: Approval of nine 2022 Trade Corridor Enhancement Program Baseline Agreements, Resolution TCEP-P-2324-02B

Recommendation:

Staff recommends the California Transportation Commission (Commission) approve the following 2022 Trade Corridor Enhancement Program Baseline Agreements submitted in accordance with the Commission's Senate Bill (SB) 1 Accountability and Transparency Guidelines and establish these agreements as the basis for project delivery and monitoring.

Two projects contain multiple components. Those two projects are the Otay Mesa East Port of Entry Project, with two components, and the America's Green Port Gateway: Pier B Early Rail Project, with two components.

PPNO	County	Implementing Agency	Project Title (with embedded link to agreement)
6197 and 6198	Los Angeles County	City of Long Beach	America's Green Port Gateway: Pier B Early Rail
8030	Kern County	Caltrans District 6	Centennial Corridor Southbound 99 to Westbound 58 Connector
5490	Sacramento	Capital Southeast Connector Joint Powers Association	Grant Line Road Safety and Freight Mobility Project
4382	Los Angeles County	Los Angeles County Metropolitan Transportation Authority	I-605 Valley Boulevard Interchange Improvements

PPNO	County	Implementing Agency	Project Title (with embedded link to agreement)
0999C and 0999G	San Diego County	Caltrans District 11 and San Diego Association of Governments	Otay Mesa East Port of Entry
1321	Riverside	Riverside County Transportation Commission	SR-60/Potrero Boulevard Interchange Phase II
4600A	Orange County	Orange County Transportation Authority	SR-91 Operational and Multimodal Improvements
2090K	Alameda	City of Oakland	TOWN Rail Safety Improvements
T0020	Stanislaus	San Joaquin Regional Rail Commission	Union Pacific (Fresno Subdivision) Ceres to Turlock Double-Tracking Project

Issue:

The Implementing Agencies listed above request the Commission approve the 2022 Trade Corridor Enhancement Program Baseline Agreements for the projects listed above, programmed as part of the 2022 Trade Corridor Enhancement Program.

The Implementing Agencies listed above submitted the Baseline Agreements in accordance with the Commission’s SB 1 Accountability and Transparency Guidelines. Approval of the Baseline Agreements will establish the basis for project delivery and monitoring.

Commission staff has reviewed the Baseline Agreements and determined that the expected benefits, delivery schedule, cost, and funding plans are consistent with the projects approved by the Commission.

Background:

The Commission adopted the SB 1 Accountability and Transparency Guidelines at its March 21, 2018, meeting and adopted revised Guidelines at its March 23, 2023 meeting. The Guidelines direct agencies to provide executed Baseline Agreements that set forth the agreed-upon expected benefits, delivery schedule, project cost, and funding plan. The Baseline Agreement provides a benchmark for comparison to the current status of a project for subsequent reporting purposes. The Baseline Agreement must be signed by the California Department of Transportation Director and District Director, the Commission’s Executive Director, the project applicant, and the Implementing Agency.

MEMORANDUM

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: January 25-26, 2024

From: STEVEN KECK, Chief Financial Officer

Reference Number: 2.5s.(6), Action Item

Prepared By: Keith Duncan, Chief
Division of Budgets

Subject: **ALLOCATION FOR A LOCALLY-ADMINISTERED SENATE BILL 1
TRADE CORRIDOR ENHANCEMENT PROGRAM PROJECT
OFF THE STATE HIGHWAY SYSTEM
RESOLUTION TCEP-A-2324-08**

ISSUE:

Should the California Transportation Commission (Commission) approve an allocation of \$3,000,000 for the locally-administered Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) Grant Line Road Safety and Freight Mobility Project (PPNO 5490), off the State Highway System, in Sacramento County?

RECOMMENDATION:

The California Department of Transportation recommends that the Commission approve an allocation of \$3,000,000 for the locally-administered SB 1 TCEP Grant Line Road Safety and Freight Mobility Project (PPNO 5490), off the State Highway System, in Sacramento County.

BACKGROUND:

The attached vote list describes the locally-administered SB 1 TCEP project totaling \$3,000,000. The local agency is ready to proceed with this project, and is requesting an allocation at this time.

FINANCIAL RESOLUTION:

Resolved that \$3,000,000 be allocated from the Budget Act of 2021, Budget Act Item 2660-101-3291 for the locally-administered SB 1 TCEP project described on the attached vote list.

Attachment

“Provide a safe and reliable transportation network that serves all people and respects the environment.”

2.5 Highway Financial Matters

Project # Allocation Amount Recipient <u>RTPA/CTC</u> District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
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2.5s.(6) **Locally-Administered TCEP Project Off the State Highway System** **Resolution TCEP-A-2324-08**

1 \$3,000,000 Capital Southeast Connector JPA <u>SACOG</u> 03-Sacramento	Grant Line Road Safety and Freight Mobility Project. In Rancho Cordova/ Sacramento County: Grant Line Road from Douglas Rd to White Rock Rd. Reconstruct and widen road and structure for mining conveyor to meet current geometric standards and to accommodate approved general plan buildout. Construct new signalized intersection with turn lanes at mining plant entrance.	03-5490 TCEP-R/23-24 PS&E \$3,000,000 0324000082	2021-22 101-3291 TCEA 20.30.210.320	\$3,000,000
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<u>Outputs</u>	<u>Unit</u>	<u>Total</u>
Local road - new	Miles	5.2
Local road - reconstructed	Miles	5.2
Intersection(s) constructed - new	Miles	1

CEQA - MND, 7/03/2017; Addendum 10/20/2023

Future consideration of funding approved under Resolution E-23-149; December 2023.

TCEP Baseline Agreement approved under Resolution TCEP-P-2324-02B; December 2023.

Contribution from other sources: \$2,200,000

ITEM 14

MEETING DATE: February 23, 2024

TITLE: Authorize the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation for Grant Line Road

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2024-02 authorizing the Executive Director to execute a Program Supplement Agreement with the State of California Department of Transportation ("Caltrans"), allowing the JPA to invoice Caltrans for expenditures related to Grant Line Road, Connector Segment D2a, from Douglas Road to White Rock Road.

BACKGROUND

In June 2023 the California Transportation Commission ("CTC") awarded \$3M in State funds through the SB 1 Trade Corridor Enhancement Program for engineering design related to Grant Line Road, from Douglas to White Rock Road.

Since then, staff has worked diligently with Caltrans and CTC staff to get a Baseline Agreement in place and allocate the funding. The CTC allocated the funding in January 2024, authorizing the JPA to proceed with engineering design.

To receive state funds, the JPA must enter into a Program Supplement Agreement ("PSA"), which Caltrans issued in February.

PROGRAM SUPPLEMENT AGREEMENT

The PSA is a project-specific agreement that formalizes the financial responsibilities and provisions for a specific federal-aid or state-only funded project. The PSA identifies the funding type and amount used to finance a local agency project. It is the contractual basis for the state to reimburse the local agency for work done.

ATTACHMENTS

- a. Resolution 2024-02
- b. Program Supplement Agreement



ITEM 14 a

RESOLUTION 2024-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROGRAM
SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION RELATED TO GRANT LINE ROAD**

BE IT RESOLVED, that the Board of Directors (“Board”) of the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) hereby authorizes the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation related to Grant Line Road, from Douglas Road to White Rock Road.

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

* * * * *

PASSED AND ADOPTED this 23rd day of February 2024, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

PROGRAM SUPPLEMENT NO. 00000A461
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 03-6498S21

Adv. Project ID 0324000082
Date: February 15, 2024
Location: 03-SAC-0-CSEC
Project Number: TCEPSB1L-6498(005)
E.A. Number:
Locode: 6498

This Program Supplement, effective 01/26/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 03-6498S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: In Rancho Cordova/Sacramento County. Grant Line Road from Douglas Road to White Rock Road.

TYPE OF WORK: Road Reconstruction **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE	LOCAL	OTHER	
\$5,200,000.00	\$3,000,000.00	\$2,200,000.00	\$0.00	

CAPITAL SOUTHEAST CONNECTOR

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date _____

\$3,000,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 25-O of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract, and prior to first invoice submittal. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, Advantage ID, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
5. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Trade Corridor Enhancement Program (TCEP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted TCEP Guidelines, and this Program Supplement Agreement.

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the TCEP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.

2) Submit a Completion Report after each phase using TCEP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.

6. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.