



SACOG Board of Directors

Item #11-12-11
Action

December 8, 2011

2012 Federal and State Programming Recommendations and Adoption of the 2012 Regional Transportation Improvement Program

Issue: How should SACOG invest its regional apportionment of federal funds and its share of 2012 STIP funds?

Recommendation: The Transportation Committee recommends that the Board approve the Final 2012 Federal and State Programming project list – scope and funding amount; approve a resolution authorizing staff to submit the Regional Transportation Improvement Program (RTIP) to the California Transportation Commission (CTC); authorize the Chief Executive Officer to negotiate and execute any necessary Memorandums of Understanding (MOU) with project sponsors; and direct staff to prepare the required Metropolitan Transportation Improvement Program amendments.

Committee Action/Discussion: The Draft 2012 Federal and State Programming project list recommendation was released by the Board for public review on November 17. The recommended project list (Attachment A) contains \$115 million in new programming. Attachment A lists the scope of work, funding amount, and any conditions that are recommended for Board approval.

Staff has coordinated with project sponsors to develop a balanced approach to the scheduling and delivery of projects. As in previous funding rounds, staff sought to maximize project delivery through optimizing the use of SACOG's available federal, state, and local funds for the programming years available; in this cycle, the programming period is between FY 2011/12 and FY 2016/17. The challenge has been that the largest source of revenue is State Transportation Improvement Program (STIP) funds, which are mostly available in the final two programming years.

For project sponsors eager to receive funding earlier, it is important to keep in mind that having a project programmed in a later year does not preclude earlier project delivery. For more than ten years, SACOG has advanced many projects when they were ready, and we expect that the flexibility to fund some projects earlier will continue through the annual project delivery plan process.

For projects or activities to be funded with STIP funds, SACOG must submit a Regional Transportation Improvement Program (RTIP) to the CTC by December 15, 2011. The RTIP proposes how SACOG intends to use available capacity in the STIP to deliver projects between 2012/13 and 2016/17. The CTC will evaluate and make final recommendations on the STIP, as a whole, in March 2012 following several public hearings. Attachment B is the resolution authorizing the submittal of the RTIP and the RTIP project list.

STIP and federally-funded projects will be amended into the Metropolitan Transportation Improvement Program (MTIP). The timing of inclusion into the MTIP will be dependent upon the type and classification of the project and will be brought to the Board for approval as necessary. Additionally,

some small projects will be receiving SACOG Managed Funds. These projects will receive funding after entering into an MOU with SACOG. Attachment C is the template used for the MOU with the project sponsors.

Approved by:

Kirk Trost
Chief Operating Officer

MM:TA:gg
Attachments

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Final 2012 Federal and State Programming Project List

Caltrans

Project ID #1

I-5 HOV Lanes

Recommended \$8,500,000

I-5, from U.S. 50 to Morrison Creek: add high-occupancy vehicle (HOV) lanes (i.e., bus/carpool lanes) in both directions. Funding is for design and right of way.

City of Citrus Heights

Project ID #2

Auburn Blvd. Complete Streets Rehabilitation – Phase 1: Segment 3

Recommended \$3,000,000

Sylvan Corners to Sycamore Drive: Rehabilitate the roadway and construct complete streets features including; widen sidewalks, bicycle lanes, a pedestrian/bicycle bridge, enhanced transit stops and shelters, pedestrian-scale lighting, raised medians and landscaping along Auburn Blvd.

Project ID #3

Creek Corridor Multi-Use Trail Feasibility Study

Recommended \$292,000

This project is a planning study to determine the feasibility of establishing a multi-use trail system within the city's 16 miles of creek corridors. The locations to be examined are Arcade Creek, Cripple Creek, Brooktree Creek and tributaries. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

City of Elk Grove

Project ID #5

Grant Line Rd. Widening

Recommended \$5,300,000

Prepare final environmental and design documents and acquire right-of-way for the widening from 2 to 4 lanes, with a 36 foot median, and class II and class I bicycle paths on both sides of the road with signals at Mosher Rd. and at Bradshaw Rd. Construct improvements from Mosher Rd. to Waterman.

Project ID #6

Laguna Creek Trail — North Camden Spur

Recommended \$699,000

This project is a combination class I bike trail and class II bike lane project, connecting Camden neighborhoods to existing and future trails in Elk Grove. The project includes a bridge over Laguna Creek.

City of Folsom

Project ID #11

Folsom Lake Class I Bikeway

Recommended \$690,000

Construct a 1.25-mile segment of class I trail along East Natoma St. corridor, from southern Prison entrance road to an existing class I bikeway along Folsom Lake Crossing Rd.

Project ID #12

Lake Natoma Trail – Gap Closure Project

Recommended \$484,000

Design the complete project from the terminus of the class I trail from behind the Lake Natoma Inn to the Scott Street/Riley Street Intersection. Construct upgrades to the existing Scott St./Riley St. at-grade signalized intersection to accommodate a more efficient and safer pedestrian and bicycle crossing. Extend a class I trail (cycle-track) along a portion of Leidesdorf St. from Gold Lakes Dr. to just past the driveway entrance to the Lake Natoma Inn. Also make minor pavement striping improvements along Gold Lakes Dr. to connect the class I trail from the Lake Natoma Crossing Bridge to Leidesdorf St.

City of Galt

Project ID #13

C St./Central Galt Complete Streets

Recommended \$2,000,000

Improve the connectivity between the city's Historic Old Town and Downtown. Improvements include new sidewalks, bulb outs, accessible ramps at street corners; a stamped and colored concrete two way left turn lane and other features. Project sponsor and SACOG will agree on a federal aid project manager.

City of Rancho Cordova

Project ID #16

Class II Bicycle Trail Gap Closures

Recommended \$181,000

Apply striping and signage to designate class II bike lanes along various corridors as identified by the City of Rancho Cordova grant application.

Project ID #17

Mather Field Rd./US 50 Interchange Landscaping

Recommended \$400,000

Mather Field Rd. and U.S. 50 Interchange: Install landscape improvements.

Project ID #18

Old Placerville Complete Streets Phase I

Recommended \$100,000

Complete the second westbound lane, add a bicycle lane, complete curb and gutter, and fill a sidewalk gap in front of two residential properties at 9841 and 9847 Old Placerville Road, for 230 feet. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #19

Sunrise Blvd. Complete Streets Rehabilitation

Recommended \$1,879,000

Sunrise Blvd., from American River Bridge to Coloma: rehabilitate road with 2 inches of rubberized asphalt. Complete streets improvements include new crosswalks and a new sidewalk on the west side of Sunrise Blvd., from American River Parkway South Bridge St. to Gold Country Blvd.

Project ID #21

Bicycle Traffic Signal Detection

Recommended \$148,000

Install push buttons and sensors to facilitate bicyclists crossing the intersection at six locations: Zinfandel Dr./Olson Dr.; Mather Field Rd/Rockingham Dr.; Sunrise Blvd/Trade Center Dr.; Rockingham Dr./Old Placerville Rd; and Folsom Blvd/Mercantile Dr.

City of Sacramento

Project ID #24

14th Ave. Extension

Recommended \$4,008,000

From Power Inn Rd. to Florin Perkins Rd., extend 14th Ave. as a 2-lane roadway with class II bicycle lanes and sidewalks on the south side of the roadway.

Project ID #25

Folsom Blvd. Complete Streets Rehabilitation

Recommended \$1,791,000

Folsom Blvd., from 65th St. to the Union Pacific Railroad underpass: rehabilitate roadway. Complete streets features include new bicycle lanes and new sidewalks to fill in missing sections.

Project ID #26

Ramona Ave. Extension & Folsom Blvd. Widening

Recommended \$3,200,000

Folsom Blvd., from 65th St. flood gates to the U.S. 50 overpass: widen the roadway for the addition of the new signalized intersection with Ramona, add bike lanes and replace the sidewalk on the south side of Folsom Blvd. with an ADA-compliant sidewalk.

Extend Ramona Ave., from Brighton Ave. to Folsom Blvd. as a 2-lane roadway with class II bicycle lanes to include a new at grade crossing of a rail line.

Project ID #27

Sacramento City College/Curtis Park Village Overcrossing

Recommended \$6,963,000

Construct a bicycle and pedestrian overcrossing over the railroad tracks from the Sacramento City College RT light rail station to the Curtis Park Village development. The sponsor will construct a temporary bicycle path that connects to 24th St. from the east end of the bridge, if the Curtis Park Village development is not developed at the time of construction.

Project ID #28

Ueda Parkway Phase I

Recommended \$540,000

Construct 4 miles of levee-top class I trail on the west levee of Steelhead Creek (Natomas East Main Drain Canal), from West El Camino Ave. to Sotnip Rd. The project includes an undercrossing of I-80.

Sacramento County

Project ID #30

23rd Ave. Complete Streets Rehabilitation

Recommended \$332,000

23rd Ave., from Martin Luther King Jr. Blvd. to 44th St.: rehabilitate roadway, repair damaged sidewalk, and make ADA improvements.

Project ID #31

Countywide Bicycle Lane Gap Closure & Signal Detection

Recommended \$1,144,000

The project would make bicycle improvements to four regions within Sacramento County (region 1, with the exception of Northrop Ave., from Howe Ave. to Fulton Ave., and regions 2, 3, and 5, as noted in the application). Improvements include class II bike lanes and modifications to multiple intersections, including bicycle signal detection.

Project ID #32

Dillard Rd. Farm-to-Market Road Rehabilitation

Recommended \$400,000

Dillard Rd., from Riley Rd. to Walmort Rd.: rehabilitate roadway and widen the shoulders.

Project ID #33

E. Stockton Blvd. Complete Streets Rehabilitation

Recommended \$374,000

E. Stockton Blvd., from Stevenson Rd. to Power Inn Rd.: rehabilitate roadway, repair damaged sidewalk, and make ADA improvements.

Project ID #34

Fair Oaks Blvd. Improvements Phase 2

Recommended \$3,976,000

Construct street improvements along Fair Oaks Boulevard between Landis Avenue and Engle Avenue. The improvements include rehabilitating the roadway, filling in sidewalk gaps in the corridor, increasing sidewalk widths, installing a landscaped median in place of the existing two-way left turn lane, adding five foot wide class II bike lanes, enhancing five bus stops with shelters and bus pullouts, and several other features.

Project ID #35

Fair Oaks Village Streetscape

Recommended \$513,000

Construct complete street improvements along Fair Oaks Boulevard in the heart of Fair Oaks Village. Improvements include enhanced sidewalks and bike routes, improved decorative lighting, landscape amenities, and other street improvements.

Project ID #36

Folsom Blvd. / Butterfield Way Hazard Removal

Recommended \$200,000

Modify the intersection at Butterfield Way and Folsom Blvd. to eliminate the bicycle lane barrier of a high voltage steel power pole and create a continuous bicycle lane on the southern side of Folsom Blvd. Remove a turn lane and reconfigure the signal timing at the intersection. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #37

Franklin Blvd. Improvement

Recommended \$2,515,000

Construct new sidewalks and widen existing ones, add bike lanes and enhanced bus stops, construct ADA features, and make other improvements. The improvements will be along Franklin Blvd., between 47th Ave. and the city/county line.

Project ID #38

Hazel Ave. Widening Phase 2

Recommended \$6,000,000

Hazel Ave., from Curragh Downs Dr. to Sunset Ave.: widen from 4 to 6 lanes. Project includes traffic signal modifications at Curragh Downs Dr., Winding Way, and La Serena Dr.

In the 2010 Programming Round, the SACOG Board approved \$7,842,000 in funds for the larger Hazel Ave., Curragh Downs Dr. to Madison Ave. project. Those funds, in combination with the 2012 Programming Round funds, will now be used to construct the segment from Curragh Downs Dr. to Sunset Ave.

Project ID #39

Hillsdale Blvd. Complete Streets Rehabilitation

Recommended \$1,524,000

Hillsdale Blvd., from Walerga Rd. to Elkhorn Blvd.: rehabilitate roadway, repair damaged sidewalk, make ADA improvements, and install new bicycle lanes.

Project ID #40

Watt Ave. at US 50 Interchange

Recommended \$7,300,000

Construct multimodal improvements at the U.S. 50/Watt Ave. Interchange. Improvements include modification of the interchange to an L-9 partial cloverleaf configuration, construction of a dedicated transitway, and construction of a class I bicycle and pedestrian facility.

Sacramento Regional Transit District

Project ID #43

Compressed Natural Gas (CNG) Replacement Buses & Related Spare Parts

Recommended \$10,000,000

Purchase 20 40-foot Compressed Natural Gas (CNG) Buses, associated communication equipment, and related spare parts.

Project ID #44

Three-Capacity Bicycle Racks for Buses

Recommended \$331,000

Purchase 250 bicycle racks with capacity to hold three bicycles each, which includes 13 racks as spares. RT's current bicycle racks can hold two bicycles each.

City of Live Oak

Project ID #48

Bicycle and Pedestrian Master Plan

Recommended \$113,000

Create a Live Oak Bicycle and Pedestrian Master Plan to integrate bicycle and pedestrian features into future development, as well as identify improvements for existing facilities. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #49

Pennington Rd. Complete Streets Rehabilitation

Recommended \$915,000

Pennington Rd., from Connecticut Ave. to Broadway: reconstruct roadway and restripe existing bicycle lanes.

City of Yuba City

Project ID #51

Bogue Rd. Complete Streets Rehabilitation

Recommended \$433,000

Bogue Rd., from Railroad Ave. to Garden Highway: rehabilitate roadway, widen shoulders to accommodate new bicycle lanes and add bicycle video detection at intersection of Bogue Rd. and Garden Highway.

Project ID #52

Butte House Rd. and Pease Rd. Class II Bicycle Lanes

Recommended \$625,000

Widen shoulders to eight-feet - a six foot class II bike lane and a 2 foot painted buffer zone - on Butte House Rd from Madison Rd. to Tharp Rd., and on Pease Rd. from Stabler Ln. to Live Oak Blvd.

Sutter County

Project ID #53

Phillips Rd. Bicycle/Pedestrian Improvement

Recommended \$100,000

Install pedestrian crosswalk lighting at an existing crosswalk on Lincoln Road near Lincrest Elementary School with a concrete median, speed display signs, flashing yellow beacons and class II bike lanes. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #54

Sutter Ave. and California St. Class II Bicycle Lanes

Recommended \$391,000

Construct 2.5 miles of class II bike lanes on Sutter Ave. from Acacia Ave. to Oak St., and on California St. from Butte House Rd. to Washington St.

Yuba/Sutter Transit

Project ID #56

Fixed Route Fleet Replacement & Minor Fleet Expansion

Recommended \$2,257,000

Replace six (6) 35-foot, medium duty, high floor, diesel powered, local fixed route buses.

City of Davis

Project ID #57

B St. Improvement and Rehabilitation

Recommended \$313,000

B St. from 11th St. to 14th St.: rehabilitate roadway to remove high crown. Reconfigure southeast corner of 12th St. and B St. to provide shorter pedestrian crossing.

Project ID #58

Drexel Bicycle Boulevard and H St. Tunnel Improvements

Recommended \$159,000

Create a bicycle boulevard along Drexel Dr. from Snyder Dr. to J St. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #59

First St. Complete Streets Rehabilitation

Recommended \$310,000

1st St., from A St. to G St.: rehabilitate roadway. Complete streets improvements include new bicycle lanes, widening existing bicycle lanes, and the reconfiguration of 1st St. and B St. intersection to allow safer bicycle and pedestrian movements.

Project ID #60

Third St. Improvements Project

Recommended \$1,082,000

Construct streetscape improvements for a two-block segment of Third St. between A St. and B St. at the eastern entrance to the UC Davis campus. The project will improve the bicycle and pedestrian safety and access, enhance street aesthetics, and create a sense of place.

Project ID #61

Eighth St. Railroad Crossing Bicycle and Pedestrian Safety Improvements

Recommended \$192,000

Eighth St., from F St. to J St.: rehabilitate roadway. At the railroad crossing, reconstruct the subgrade and install pre-cast concrete sections. Reconfigure the northern half of the J St. intersection to reduce the crossing distance for pedestrians heading to Holmes Junior High School.

City of Winters

Project ID #64

Grant Ave. Roundabout

Recommended \$100,000

Prepare final design documents for a roundabout with associated curb, gutter and pedestrian improvements at the intersection of Grant Avenue (State Route 128) and Walnut Lane. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

City of Woodland

Project ID #65

Court and Main St. Pedestrian and Streetscape Improvement

Recommended \$100,000

Construct frontage improvements adjacent to Freeman Park. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Project ID #66

East Main St. Improvements

Recommended \$1,080,000

Construct sidewalks, class II bike lanes, bus turnouts, and safety improvements along East Main St., from East St. to east of Pioneer Ave.

Woodland’s cost savings from project I-5/113 Connection, PPNO 301X, will be programmed to a re-scoped project focused on Main St. between I-5 and SR 113; the focus of which will be to better address the interface of freeway traffic, local traffic, and bicyclists and pedestrians.

Project ID #67

Kentucky Ave. Complete Streets Reconstruction

Recommended \$2,000,000

Prepare environmental and final design documents for Kentucky Ave., from East St. to West St.: reconstruct roadway as a complete street. Project includes a major redesign of the street with new bicycle lanes, new landscape-separated sidewalks, drainage improvements, a landscaped median, a new traffic signal at College St., and modifications to signals at West St. and at East St.

UC Davis

Project ID #69

UC Davis West Entry Bicycle and Pedestrian Improvements

Recommended \$211,000

Construct intersection modifications at La Rue and Orchard Road, which includes a dedicated bicycle and pedestrian signal phase. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Yolo County

Project ID #70

County Road 98 Bicycle & Safety Improvement Project

Recommended \$5,541,000

Construct intersection improvements at CR 28 and CR 27, rehabilitate and widen roadway to add 8-foot shoulders between CR29 and CR27.

Yolo County Transportation District

Project ID #71 (In cooperation with Yolo County)

Madison Bus Stop Improvements

Recommended \$100,000

This project will design and construct a relocated bus stop serving the town of Madison. The bus stop will include a bus shelter, bench, garbage can, schedule display and solar lighting. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

City of Wheatland

Project ID #72

Downtown Corridor Improvement Plan

Recommended \$100,000

This project will prepare a Downtown Corridor Plan, which will include development guidelines and standards for roadway and streetscape improvements to the main corridors in downtown Wheatland. Project sponsor will need to execute an MOU with SACOG to receive SACOG Managed Funds.

Yuba County

Project ID #73

North Beale Rd. Complete Streets Revitalization

Recommended \$1,765,000

Construct complete streets improvements for a one-mile stretch on North Beale Rd. from Lindhurst Ave. to Hammonton Smartsville Rd. in the community of Linda. The project will construct curbs, gutters, sidewalks, ADA compliant corner ramps, transit stop enhancements, intersection improvements and several other streetscape features.

Project ID #74

Powerline Rd. Safe Routes to Schools Phase 3

Recommended \$994,000

Construct new curbs, gutters, sidewalks, and bicycle lanes along Powerline Rd. from 9th Ave. to 600 feet north of 6th Ave in the town of Olivehurst.

Project ID #79

Feather River Blvd./ SR 70 Interchange

Recommended \$6,987,000

Construct a new interchange at Feather River Blvd. and SR 70.

Other Funding Commitments

SECAT	Recommended	\$6,000,000
Planning, Programming and Monitoring (STIP)	Recommended	\$3,800,000
Planning, Programming and Monitoring (RSTP)	Recommended	\$372,000
Transportation Demand Management	Recommended	\$2,400,000
Spare the Air	Recommended	\$1,200,000
RSTP Exchange – Sutter County	Recommended	\$185,383
RSTP Exchange – Yolo County	Recommended	\$233,736
RSTP Exchange – Yuba County	Recommended	\$134,011

SACOG RTIP - Existing Programming

Sacramento

Agency	Rte	PPNO	Project	Comments	Total	Project Totals by Fiscal Year							
						Prior	10-11	11-12	12-13	13-14	14-15	15-16	16-17
Sac County	loc	127A	Watt Ave Multi-Modal Improv, Kiefer Blvd-Fair Oaks Blvd		10,000	0	0	0	0	10,000	0	0	0
Folsom	loc	3L41	Rt 50 Empire Ranch Rd Interchange	Delete	900	0	0	0	0	0	900	0	0
Sacramento	loc	3L42	Rt 5 Cosumnes River Blvd Interchange		10,500	0	0	0	10,500	0	0	0	0
SACOG		0L30	Planning, Programming, and Monitoring		595	0	0	0	0	298	297	0	0
Roseville	bus	3147	Louis/Orlando Transfer Point Improvements	Extension to Feb 2013	2,000	0	2,000	0	0	0	0	0	0
Citrus Heights	te	3188	Auburn Blvd Bike/Ped Improvements, Sycamore-Rusch Prk		2,500	0	0	0	0	2,500	0	0	0
Sac County	te	3190	Old Town Florin Streetscape Improvements		2,346	0	0	2,346	0	0	0	0	0
Sac City	te	3192	Railyards West Bike/Ped Tunnel	Delete	1,000	0	0	0	0	0	1,000	0	0

Sutter

Agency	Rte	PPNO	Project	Total	Project Totals by Fiscal Year							
					Prior	10-11	11-12	12-13	13-14	14-15	15-16	16-17
SACOG		1L53	Planning, Programming, and Monitoring	54	0	0	0	0	27	27	0	0
Live Oak	te	3189	Live Oak Community Trail, Bike Trail Phase 4	491	0	0	0	0	491	0	0	0

Yolo

Agency	Rte	PPNO	Project	Total	Project Totals by Fiscal Year								
					Prior	10-11	11-12	12-13	13-14	14-15	15-16	16-17	
Caltrans	5	301X	I-5/Rt 113 Connection, Phase 2, Correction	8,726	8,726	0	0	0	0	0	0	0	0
SACOG		0L37	Planning, Programming, and Monitoring	116	0	0	0	0	58	58	0	0	
UC Davis	te	3193	Hutchison Dr Complete Streets, Cal. Ave - A St	1,455	0	0	0	0	1,455	1,455	0	0	
Woodland	te	3194	Main St Streetscape Improvements, 3rd - 6th	915	0	0	0	0	915	915	0	0	

Yuba

Agency	Rte	PPNO	Project	Total	Project Totals by Fiscal Year							
					Prior	10-11	11-12	12-13	13-14	14-15	15-16	16-17
SACOG		0L41	Planning, Programming, and Monitoring	42	0	0	0	0	21	21	0	0
Marysville	te	2009	East 10th St/Ramirez St, Intersection Improvements	100	0	0	100	0	0	0	0	0

SACOG RTIP - New Programming

Sacramento

Agency	Rte	PPNO	Project	Comments	Total	12-13	13-14	14-15	15-16	16-17
Caltrans	5		I-5 HOV Lanes		2,000	0	0	0	2,000	0
Elk Grove	loc		Grant Line Rd. Widening	see note	5,300	0	0	1,500		3,800
SACOG		0L30	Planning, Programming, and Monitoring		2,803	610	311	312	609	961
Sac City	loc		14th Ave Extension		4,008	0	0	0	4,008	
Sac County	loc	127A	US 50 at Watt Ave Interchange		7,300	0	7,300	0	0	0
Sac RT	bus		CNG Replacement Buses & Related Spare Parts	see note	7,500	0	0	2,500	5,000	0
Citrus Heights	te		Auburn Blvd Complete Streets	see note	2,000	0	2,000	0		
Elk Grove	te		Laguna Creek Trail-North		500	0	0	0	0	500
Folsom	te		Folsom Lake Class I Bikeway		690	0	0	0	0	690
Galt	te		C St/Central Galt Complete Streets		2,000	0	0	0	0	2,000
Sac City	te		Sacramento City College Pedestrian and Bicycle Overcrossing	see note	6,963	0	6,963	0		
Sac County	te		Countywide Bicycle Lane Gap Closure & Signal Detection	see note	1,144	0	1,144	0		
Sac County	te		Fair Oaks Blvd Improvement	see note	1,600	0	1,600	0		
Sac County	te		Franklin Blvd Improvement	see note	2,515	0	2,515	0		

Sutter

Agency	Rte	PPNO	Project	Total	12-13	13-14	14-15	15-16	16-17
SACOG		1L53	Planning, Programming, and Monitoring	258	56	29	29	56	89
Yuba City	te		Butte House Rd and Pease Rd Class II Bicycle Lanes	625	0	0	0	0	625

Yolo

Agency	Rte	PPNO	Project	Total	12-13	13-14	14-15	15-16	16-17
Davis	te		Third St Improvement	1,392	0	0	0	0	1,392
SACOG		0L37	Planning, Programming, and Monitoring	544	119	61	61	119	185
Woodland	te		East Main St Improvements	1,080	0	0	0	1,080	0

Yuba

Agency	Rte	PPNO	Project	Total	12-13	13-14	14-15	15-16	16-17
SACOG		0L41	Planning, Programming, and Monitoring	197	43	22	22	42	68
Yuba County	loc		Feather River Blvd/SR70 Interchange	6,987	0	0	6,987	0	0
Yuba County	te		North Beale Rd Complete Streets Revitalization	1,000	0	0	0	1,000	0
Yuba County	te		Powerline Rd Safe Routes to Schools Phase 3	994	0	0	0	0	994

Note: If CTC is unable to accommodate the programming as requested in this RTIP, this project may be required to move to a later year

SACOG 2012 Programming Round Funding 2011-2013

Draft Memorandum of Understanding (“MOU” or “Agreement”)
Between the Sacramento Area Council of Governments (“SACOG”) and the
_____ (“Recipient”)
For the Project known as “_____”

(Draft December 15, 2011)

1. Introduction; Project Description and Scope of Work

- a. Program Description: The SACOG _____ Funding Program (henceforth referred to as “Program”) is intended to provide financial assistance to local governmental agencies that are planning or constructing projects that are consistent with the SACOG identified guidelines and principles. Local agencies submit project applications to SACOG and SACOG awards funding by a regional competitive process. [*Insert Full Project Name*] (referred to as “Project”) was awarded funding through the Program. This document serves as the memorandum of understanding between SACOG and _____ (referred to as “Recipient”).

The Project is receiving funds from SACOG-managed local funding sources, meaning these funds bring no requirement to federalize the Project. As such, the Project is not subject to administrative review by the California Department of Transportation (“CalTrans”), but rather by SACOG. SACOG must approve of the Project scope of work, milestones, deliverables and timelines, and shall review and approve all invoices before the Recipient will be reimbursed.

The Program is set up as a reimbursable program, meaning Recipient will be reimbursed for eligible Project costs after SACOG receives, reviews, and approves invoices covering those expenditures. In signing this agreement, Recipient certifies that it can fund the project on its own until it seeks reimbursement from SACOG. The Recipient shall carry the expenses until it invoices SACOG for expenditures. SACOG will reimburse the Recipient within 45 days of receiving an invoice that is determined to meet the terms of this MOU.

- b. Recipient Project Manager and SACOG Program Manager: The following persons shall serve as the point of contact for all communications unless mutually agreed in writing that another individual may represent either the Recipient or SACOG.

The Recipient’s officially designated Project Manager is the person identified in the Recipient’s application as the Federal Aid Manager or who otherwise meets the requirements of Section 2.b.1. below, who is:

Name
Title

Address
Phone #
Fax #

SACOG's Program Manager is:

Program
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Phone 916.321.9000
Facsimile 916.321.9551

- c. Project Application and Amount: Recipient submitted an application to SACOG for funding under the Program (hereinafter "Application") and a copy of the Application is attached and incorporated herein as Exhibit "A". The Application was evaluated through a competitive regional selection process and has been awarded \$ _____, to be provided under the terms and conditions of this Agreement. The Recipient has pledged \$ _____ in matching funds, and certified these funds are available to complete the Project scope. If Recipient incurs costs and expenses beyond the awarded amount, Recipient is responsible to cover those costs and expenses.
- d. Project Description: Based on the submitted Project application, the Project's general purpose and scope is [*Insert Brief General Description of Project*]. Exhibit "B" to this Agreement, attached and incorporated herein, sets forth the detailed scope of work for the Project.
- e. Scope of Work, Deliverables, Milestones and Timeline: Exhibit "B" describes the detailed scope of work to be performed by Recipient as well as the Project milestones, deliverables, and timeline for the Project. SACOG, in reviewing invoices, will verify the work completed and deliverables against the terms of Exhibit "B."
- f. Payment: As the work is satisfactorily performed and funds are available, SACOG will reimburse Recipient for Project costs approved by SACOG. Recipient shall not be paid in advance of work completed. Conditions for reimbursement are identified in Section 3 below.

2. Performance

- a. Notice to Proceed: The Recipient may not start reimbursable Project activities until this agreement is signed by both SACOG and Recipient. SACOG's Program Manager shall issue a written Notice to Proceed ("NTP") (e-mail acceptable) to Recipient's Project Manager after this Agreement is fully signed. The NTP shall contain the effective date for reimbursable activities, which date shall coincide

with the date on which the NTP is issued.

- b. Recipient Accountability Duties: Recipient shall comply with the following accountability duties. Recipient acknowledges that a failure to perform these duties may result in the DISQUALIFICATION of Recipient from receiving future funding through SACOG as further specified below. It is incumbent upon Recipient, particularly the Recipient Project Manager, to understand these accountability duties and perform them throughout the term of the MOU or until the Project is completed, whichever comes first. SACOG will NOT remind Recipient to perform these duties.

- (1) Staff Requirements - A Recipient staff person who is familiar with the contents of Recipient's Application and has been assigned to oversee the delivery of this Project. Recipient acknowledges that if it does not maintain an assigned, qualified staff person or consultant to manage the delivery of the Project pursuant to the Recipient's Application, SACOG reserves the right to withdraw funding for this Project.

- (2) Funding Cycle Deadline - The Project as set forth in the Application, including the scope, timeline and deliverables, must be delivered no later than the current funding round cycle deadline of September 30, 2015. Recipient acknowledges that, if it does not deliver the specified Project on the agreed to timeline and prior to the funding cycle deadline, Recipient may be penalized in future funding cycles of SACOG's four regional funding programs

- (3) Status Reports – Following issuance of the NTP, Recipient shall provide the SACOG Program Manager with a brief, written (e-mail acceptable) quarterly status report on the Project. The due date for each is the first day of January, April, July and October of each year that the project has started until its completion or the termination of this MOU. This status report may be as brief as one or two paragraphs, depending upon the complexity and status of the particular Project. If Recipient's designated Project Manager changes during the course of the Project, it is the responsibility of Recipient to convey this status report requirement and all other requirements of this MOU to the new Project Manager. Recipient acknowledges that a failure to provide quarterly Project status reports to SACOG may result in Recipient failing to qualify for future funding cycles of SACOG's regional funding programs, in particular, the Program. The responsibility of submitting the brief status report to SACOG lies solely with Recipient's identified Project Manager listed above.

- c. Overall Performance: Recipient recognizes that SACOG considers Recipient's performance on this Project a factor in qualifying Recipient for proposed future projects for any other current or future SACOG's funding program (e.g., Community Design, Bicycle/Pedestrian, Air Quality programs).

- d. Recipient Responsibilities:

After the NTP has been issued the Recipient is required to perform the accountability requirements in Section 2.b., including, but not limited to, submission of a brief quarterly Project status report.

(1) Recipient shall complete the Project, in accordance with Exhibit “B”, by no later than the expiration of this Agreement.

e. SACOG Responsibilities: SACOG shall:

(1) Review progress reports and invoices promptly, and contact Recipient in a timely manner to discuss any issues. Invoices will not be approved until issues have been satisfactorily resolved.

(2) Remit invoice for payment promptly after approving invoices.

(3) Verify final Project completion as appropriate to close out final completion and payment.

3. **Reimbursement**

a. Invoices and Payments: Recipient shall submit regular Project invoices to the SACOG Program Manager for reimbursement following issuance of the NTP, but shall submit such invoices no more frequently than once a month and no less frequently than once a quarter. Each invoice shall contain a one-page progress report narrative (bullet format acceptable) of work completed to date along with reference to the scope of work, timeline, milestones, and deliverables in Exhibit “B.” Recipient shall clearly identify which of the activities have been performed in the period for which reimbursement is being requested. Recipient may include copies of any deliverables or photographs of physical construction, as applicable, to provide documentation of work completed.

b. Evaluation of Invoices: SACOG will review invoices in the order received from all Program projects. Upon the review of each invoice received, SACOG will evaluate the degree of progress being made in comparison to the scope of work in Exhibit B, and may ask Recipient to provide additional information to support an invoice. SACOG may withhold payment of a full or partial invoice amount if it believes insufficient evidence has been provided to justify the amount requested.

c. Methods of Payment: After the SACOG Program Manager has approved an invoice, it will be submitted to the SACOG Finance Department for processing. Reimbursement will be made within 45 days of invoice approval and will be made by check, unless an electronic fund transfer arrangement has been made in advance.

- d. Retention and Completion: SACOG reserves the right to withhold up to 10% of the awarded amount until it can verify the Project is completed as described in Exhibit “B” and approved by SACOG.

4. **Completion; Termination**

- a. Agreement Expiration Date: All reimbursable expenses must be incurred before _____. The expiration date of this Agreement is _____, which is the final date for submitting invoices to SACOG, and the date when all projects funded in the 2011-13 Program funding cycle must be completed. Reimbursement will be made as outlined in Section 1.a. and Section 3.
- b. Extensions: This MOU may be extended by written agreement of the parties, but such written agreement by SACOG may only occur by one of two ways. First, SACOG may agree to an extension in the event that a delay is caused by SACOG, Caltrans or state or federal agencies regarding the funding, programming or regulatory review of this project and such delay is deemed “abnormally longer than usual” by the SACOG/Caltrans Review Team (comprised of staff people from both agencies). Second, SACOG may agree to an extension for any other reason only by direct approval of the SACOG Board of Directors.
- c. Termination by Recipient: The Recipient may terminate this Agreement upon 30 days written notice to SACOG identifying the reason for termination. Within 10 working days of the notice, Recipient shall submit an invoice which shall be paid according to the conditions in Section 3.
- d. Termination by SACOG: Recipient’s failure to perform any material obligation hereunder is a material breach of this Agreement. SACOG shall provide Recipient with written notice of any such failure and specify a reasonable opportunity to cure. If Recipient fails to cure a material breach after SACOG provides written notice thereof and a reasonable opportunity to cure, SACOG may terminate this Agreement upon 10 days written notice to the Recipient identifying the reason for termination. Upon receipt of the notice of termination, Recipient shall immediately cease its own reimbursable activities on the Project and shall give notice to any third party working on the Project to immediately cease its reimbursable activities on the Project. Within 30 working days of receipt of the notice of termination, Recipient shall submit an invoice for work done through the date of termination. Reasons for termination may include, but are not limited to:
 - (1) failure by the Recipient to submit a progress report or invoice for two consecutive quarters after the Notice to Proceed;
 - (2) if the Project falls more than 6 months behind the timeline in Exhibit B and the Recipient fails to timely inform the SACOG Program Manager;
or
 - (3) the Recipient does not respond in a timely manner to repeated requests by SACOG’s Project Manager for information.

Reimbursable funding for the Project shall cease upon the effective date of the termination notice.

5. General Provisions

- a. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- b. Indemnity: Recipient and SACOG are each responsible for its own acts and omissions. Further, each party agrees to indemnify, defend, and hold harmless the other party, its governing body, officers, agents, and employees from and against any and all actions, claims, demands, losses, expenses, including reasonable attorney's fees and costs, damages, and liabilities, resulting from the negligent acts or omissions or willful misconduct of the indemnifying party. The provisions of this Section shall survive the expiration or termination of this Agreement.
- c. Audit, Records: SACOG shall have the right to audit, or have audited by a representative agent, Recipient's use of Project funds. Recipient shall maintain books, records, documents and other evidence (collectively "Records") pertinent to Project work performed under this Agreement in accordance with generally accepted accounting principles and practices for a minimum of three years following completion of the Project. Recipient shall make the Records available to SACOG or its agents upon request.
- d. Notices: All notices required or provided for under this Agreement shall be in writing and delivered in person or by first class U.S. mail, postage prepaid, to the Project Managers identified in Section 1.b.
- e. Integration: This Agreement represents the entire understanding of SACOG and Recipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 5.a.
- f. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
- g. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the

exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

- h. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- i. Dispute Resolution: Each party hereto will notify the other party promptly of any matters that may cause disputes arising out of their respective rights and obligations under this Agreement and will make every reasonable effort to settle such disputes by prompt and diligent negotiations. If the parties are unable to resolve the dispute through negotiation, the dispute will be sent to mediation administered by a mediator acceptable to both parties prior to the initiation of legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties. All expenses of the mediation will be borne by the parties equally; however, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

6. Signatories

The following parties are the authorized signatories representing their respective agencies to sign this MOU:

Sacramento Area Council of Governments

(Recipient Agency)

Mike McKeever
Chief Executive Officer

(Name)
(CEO title)

Date

Date

Approved as to form:

Kirk Trost
Chief Operating Officer/General Counsel

Exhibit “A” – Recipient Application for Funding

Exhibit “B” - Scope of Work, Deliverables, Milestones, and Timeline



SACRAMENTO AREA COUNCIL OF GOVERNMENTS

RESOLUTION NO. 72 – 2011

ADOPTING THE 2012 REGIONAL TRANSPORTATIONIMPROVEMENT PROGRAM

WHEREAS, SACOG, as the Regional Transportation Planning Agency for the Sacramento region, is responsible for the preparation and adoption of a Regional Transportation Improvement Program (RTIP) for Sacramento, Sutter, Yolo, and Yuba counties; and

WHEREAS, state statutes, Chapter 622 of 1997 enacted by Senate Bill 45, granted SACOG greater responsibilities in State Transportation Improvement Program (STIP) project selection, and included in these responsibilities are the planning, programming, and monitoring of state-funded transportation projects; and

WHEREAS, the California Transportation Commission (CTC) has developed programming policies, instructions, and criteria for the 2012 STIP and has asked regions to help implement them through their preparations of their RTIPs; and

WHEREAS, SACOG has passed a resolution (Resolution 1-2008) in 2008 to pool all 2008 STIP county shares and all subsequent county shares in Sacramento, Sutter, Yolo and Yuba counties in accordance with the authority granted it by state statutes, Chapter 622 of 1997 enacted by Senate Bill 45, for maximum programming impact; and

WHEREAS, the CTC State Transportation Improvement Program (STIP) Guidelines require that a regional agency seeking additional STIP funding for a previously programmed project must declare that the increase in STIP funding is not for the purpose of “back-filling” non-STIP funds previously committed to the project being redirected for non-capital purposes.

NOW THEREFORE, BE IT RESOLVED, THAT:

1. That SACOG hereby adopts the attached project nominations for Sacramento, Sutter, Yolo and Yuba counties for inclusion in the 2012 SACOG RTIP; and
2. That SACOG will forward this RTIP for 2012 to the CTC and recommend that the projects included be programmed and funded as presented by SACOG; and
3. That SACOG declares that the increase in STIP funding for project PPNO 127A, US 50 at Watt Ave. Interchange, is not for the purpose of “back-filling” local funds being redirected to non-capital activities and purposes; and

4. That SACOG staff is authorized to make technical modifications to the projects as proposed, to amend project descriptions, costs and program year as needed to reflect changes requested by project sponsors, to provide clarification, or to achieve a balance of program funding between programming years which may be requested by the CTC, to the extent these amendments do not alter project nominations substantially or remove any project from the RTIP.

PASSED AND ADOPTED, this 15th day of December 2011, by the following vote of the Board of Directors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Peters
Chair

Mike McKeever
Chief Executive Officer