

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Approval of Two (2) Maintenance Agreements for El Dorado County Transit Authority to Purchase, Installation and Maintenance Dedicated High-Speed Data and Internet Connectivity and Remote Video Surveillance Camera Systems and a Bus Shelter at the Ponderosa Park and Ride northwest of State Route 50 owned by the State of California

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 17-10 Approving Two (2) Maintenance Agreements Between the State of California and the El Dorado County Transit Authority and Authorizing the Executive Director to execute all documents necessary to acquire, install and maintain bus shelter and surveillance equipment on the Ponderosa Park and Ride lot owned by the State of California

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) Commuter service accesses the Ponderosa Park and Ride located on Wild Chaparral and Ponderosas Road. To improve safety and Security, El Dorado Transit is in the process of adding surveillance and a bus shelter on the Ponderosa Park and Ride lot that is owned by the State of California Department of Transportation (CalTrans).

The El Dorado Transit Board adopted Capital Improvement Plans (CIP) #12-04 and #16-01 for Passenger Security Surveillance & Lighting – Bus Stops. El Dorado Transit combined the two (2) projects from different fiscal years to take advantage of cost efficiencies. The proposed bus shelter is a component of CIP #17-07.

El Dorado Transit awarded the contract for surveillance equipment installation to 3D DATACOM effective August 31, 2016. An Addendum to the contract added installation of a bus shelter and pad to meet Americans with Disabilities Act (ADA) specifications.

- Phase I CIP #12-04 is complete with the installation of Security Improvements at the Missouri Flat Transit Center.
- Phase II Project Schedule for CIP #12-04 and CIP #16-01 – Security Improvements at Various Park and Ride Locations:
- Placerville Station. Equipment is installed 90% complete.
 - Central Park and Ride. *In progress*
 - Cambridge Park and Ride. *In progress*
 - El Dorado Hills Town Center (Post Street) Park and Ride. *In Progress.*
 - Ponderosa Park and Ride. *In progress*

DISCUSSION

CalTrans has agreed to permit the installation of the surveillance equipment and bus shelter with encroachment permits and Maintenance Agreements. Two (2) Maintenance Agreements are incorporated in the proposed Resolution No. 17-10. Attachment A is a MA for the acquisition, installation and maintenance of the bus shelter and pad. Attachment B is a MA for the acquisition, installation and maintenance of the surveillance system(s).

The strategy to use two (2) MA’s one (1) site owned by the State of California is to facilitate the close-out of the surveillance installation that is projected to be completed before delivery of the bus shelter. The lead time for the bus shelter delivery is 12 -16 weeks after a Purchase Order is submitted. Establishing two (2) MA’s will allow El Dorado Transit to close-out the surveillance work and meet funding program deadlines prior to delivery of the bus shelter.

RECOMMENDATION

The recommendation is for adoption of Resolution No. 17-10 that approves the two (2) Maintenance Agreements that are incorporated as part of the resolution and authorizes the Executive Director to sign and accept all agreements and amendments to said agreements.

FISCAL IMPACT

COST SUMMARY

Purchase, Installation and Maintenance of Dedicated High-Speed Data and Internet Connectivity and Remote Video Surveillance Camera Systems at Multiple Park & Ride’s and Transit Transfer Centers	<u>Budget</u>
	\$266,854
Project Contingency	<u>\$26,685</u>
<i>Total Project Cost</i>	\$293,539

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) FY 12/13	<i>\$124,854</i>
California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) FY 11/12	<i>\$52,000</i>
Public Transportation Modernization, Improvement and Service Enhancements Account (PTMISEA) funds	<i><u>\$116,685</u></i>
<i>Total Revenue</i>	<i>\$293,539</i>

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-10**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY APPROVING THE CALTRANS
MAINTENANCE AGREEMENT(S) FOR TRANSIT FACILITIES LOCATED WITHIN
PONDEROSA PARK AND RIDE AND AUTHORIZING SIGNATURE AUTHORITY
TO EXECUTIVE DIRECTOR**

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) desires to install and maintain a bus shelter and surveillance equipment on the Ponderosa Road Park and Ride lot; and

WHEREAS, the Ponderosa Park and Ride lot on US Route 50 is within the State of California's right of way; and

WHEREAS, Maintenance Agreements (MA) outline the responsibilities of El Dorado Transit and the California Department of Transportation (Caltrans) relating to construction, installation and maintenance issues of transit facilities installed and maintained by El Dorado Transit on State right of way; and

NOW, THEREFORE BE IT RESOLVED, that El Dorado Transit hereby approves the CalTrans Maintenance Agreement for Transit Facilities Located Within Ponderosa Park and Ride incorporated as Exhibit A: and

BE IT FURTHER RESOLVED, that the Board of Directors authorized the Executive Director to sign and accept and any and all agreements and amendments to Caltrans Maintenance Agreements for Transit Facilities Located Within Ponderosa Park and Ride

PASSED AND ADOPTED BY THE GOVERNING BOARD OF EL DORADO TRANSIT at a regular meeting of said Board held on the 2nd day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

ATTACHMENT A

**MAINTENANCE AGREEMENT
FOR TRANSIT FACILITIES LOCATED WITHIN
PONDEROSA PARK AND RIDE**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the El Dorado County Transit Authority; hereinafter referred to as “TRANSIT” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0316-NMC0300.
2. This Agreement addresses TRANSIT responsibility for the bus shelter, surveillance cameras, sign, related poles, pull boxes, and power back up system (collectively the “TRANSIT FACILITIES”) placed within State Highway right of way at Ponderosa Road Park and Ride on US Route 50, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, TRANSIT and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of TRANSIT FACILITIES as shown on said Exhibit A.
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ maintenance’s responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can

be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. TRANSIT agrees, at TRANSIT expense, to do the following:
 - 4.1. TRANSIT may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) TRANSIT FACILITIES conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. TRANSIT will submit plan for TRANSIT FACILITIES to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed TRANSIT FACILITIES must meet STATE's applicable standards.
 - 4.3. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.4. TRANSIT contractors will be required to obtain an Encroachment Permit prior to the start of any work excluding routine maintenance work which requires an encroachment permit every 2 years within STATE's right of way.
 - 4.5. To replace damaged TRANSIT FACILITIES when observed or within 30 days of being notified in writing by STATE.
 - 4.6. To remove TRANSIT FACILITIES, whenever, in the opinion of STATE, that it creates a maintenance or operational concern. In the event TRANSIT fails to remove TRANSIT FACILITIES in a timely manner, STATE may remove TRANSIT FACILITIES thirty (30) days following written notification to TRANSIT, and STATE will bill TRANSIT for all costs of its removal and restoration of STATE right of way, on presentation of a bill.
 - 4.7. To remove TRANSIT FACILITIES and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.8. To inspect TRANSIT FACILITIES on a regular monthly or weekly basis to ensure the safe operation and condition of the TRANSIT FACILITIES.
 - 4.9. To expeditiously MAINTAIN, replace, repair or remove from service any TRANSIT FACILITIES component that has become unsafe or unsightly.
 - 4.10. To MAINTAIN bus shelter concrete pad, at TRANSIT expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch

vertical variations in elevation of concrete pad for an acceptable walking surface, and the removal of dirt, debris, graffiti, and any deleterious item or material on or about concrete pad or the TRANSIT FACILITIES in an expeditious manner.

- 4.11. To MAINTAIN all signs installed by TRANSIT within the area of the TRANSIT FACILITIES.
 - 4.12. To allow random inspection of TRANSIT FACILITIES by a STATE representative.
 - 4.13. To keep the entire TRANSIT FACILITIES area policed, and free of litter, graffiti and deleterious material.
 - 4.14. All work by or on behalf of TRANSIT will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide TRANSIT with timely written notice of unsatisfactory conditions that require correction by the TRANSIT. However, the non-receipt of notice does not excuse TRANSIT from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to TRANSIT and TRANSIT contractors at no cost to them.
 - 5.3. Reserve the right to remove TRANSIT FACILITIES or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation, advance notification, or approval of TRANSIT.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or TRANSIT facilities different from the standard of care imposed by law.
 - 6.2. If during the term of this Agreement, TRANSIT should cease to MAINTAIN the TRANSIT FACILITIES to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of TRANSIT at TRANSIT's expense or direct TRANSIT to remove or itself remove TRANSIT FACILITIES at TRANSIT's sole expense and restore STATE's right of way to its prior or a safe operable condition. TRANSIT hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However,

prior to STATE performing any MAINTENANCE or removing TRANSIT FACILITIES, STATE will provide written notice to TRANSIT to cure the default and TRANSIT will have thirty (30) days within which to affect that cure.

- 6.3. Neither TRANSIT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless TRANSIT and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of TRANSIT.
- 6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by TRANSIT under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that TRANSIT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by TRANSIT under this Agreement.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. TRANSIT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. TRANSIT agrees to include prevailing wage requirements in its contracts for public work. Work performed by TRANSIT'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 7.2. Requirements in Subcontracts - TRANSIT shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in TRANSIT's contracts.

8. INSURANCE -

- 8.1. SELF-INSURED - TRANSIT is self insured. TRANSIT agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract TRANSIT shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and TRANSIT's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause or convenience.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

EL DORADO COUNTY TRANSIT
AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mindy Jackson, Executive Director

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Transit Board Clerk

By: _____
Rihui Zhang, Acting District 3 Director

By: _____
Transit Attorney

ATTACHMENT B

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EL DORADO COUNTY TRANSIT
AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mindy Jackson, Executive Director

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Transit Board Clerk

By: _____
Rihui Zhang, Acting District 3 Director

By: _____
Transit Attorney