

AGENDA

Board of Directors Meeting

May 2, 2018
10:00 a.m.

LOCATION

**San Bernardino County Transportation Authority
Santa Fe Depot – First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA**

Board of Directors

President

Alan Wapner, Mayor Pro Tem
City of Ontario

Vice-President

James Ramos, Supervisor
County of San Bernardino

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Bill Holland, Mayor Pro Tem
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes “Dusty” Rigsby, Mayor
City of Loma Linda

John Dutrey, Council Member
City of Montclair

Edward Paget, Mayor
City of Needles

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Council Member
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Debbie Stone, Mayor
City of Upland

Jim Kennedy, Council Member
City of Victorville

David Avila, Council Member
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Robert Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

John Bulinski, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *General Counsel*

**San Bernardino County Transportation Authority
San Bernardino Council of Governments**

AGENDA

Board of Directors Meeting

**May 2, 2018
10:00 a.m.**

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino, CA

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Alan Wapner)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
 Calendar of Events
- iv. Agenda Notices/Modifications

Pg. 13

Possible Conflict of Interest Issues

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

Pg. 14

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

This item is prepared monthly for review by Board and Committee members.

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

2. March 2018 Procurement Report

Pg. 15

Receive the March 2018 Procurement Report.

Presenter: Hilda Flores

This item was received by the General Policy Committee on April 11, 2018.

3. Measure I Revenue

Pg. 22

Receive report on Measure I receipts for Measure I 2010-2040.

Presenter: Hilda Flores

This item was received by the General Policy Committee on April 11, 2018.

4. Fiscal Year 2017/2018 Budget Amendments and Close Fund for Project Advance Agreements

Pg. 24

That the Board:

A. Acting as the San Bernardino County Transportation Authority, increase budget for Fiscal Year 2017/2018 for the following tasks:

- Task 0550 – Allocations/Pass-Through by \$1,293,009 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County (funds 4140, 4240, 4340, 4440, 4540, and 4640);
- Task 0310 – Transit Allocation/Pass-Through by \$463,477, to be funded by an increase in anticipated MSI sales tax revenue and existing fund balance for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4270, 4370, 4470, 4570, and 4670);
- Financial Sources Provided (Operating Transfers) by \$33,112,474 to be funded with existing fund balance from the Local Transportation Fund (fund 3010); and
- Financial Sources Provided (Operating Transfers) by \$13,856,000 to reclassify costs related to the Haven Grade Separation Project, which were previously paid by the Project Advancement Agreement program to the bond fund (6230 – Valley Major Street Bond Fund).

B. Acting as the San Bernardino Council of Governments, increase budget for Fiscal Year 2017/2018 in Task 0101 – Environment/Air Quality Activities by \$2,265,813 to be funded by sales proceeds from trucks previously purchased through a Department of Energy Grant for the transition of 204 tractor/trailers vehicles to compressed natural gas.

C. Acting as the San Bernardino County Transportation Authority, authorize staff to stop transferring 40% set aside for the Project Advancement Agreements (PAA) Program, funded from the Valley Major Street Program, as this program has been fully funded; and

D. Acting as the San Bernardino County Transportation Authority, authorize the Executive Director or designee to approve the necessary budget adjustments to close fund 4132 – MSI Valley PAA and to transfer the remainder fund balance, estimated at \$1.0 million, back to funds 4130 – MSI Valley Grade Separations and 4131 – MSI Valley Arterials as appropriate at the end of the Fiscal Year 2017/2018.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018.

5. Fiscal Year 2017/2018 Work Goals and Objectives - Third Quarter Report

Pg. 28

Receive update on the Fiscal Year 2017/2018 Work Goals and Objectives.

Presenter: Raymond Wolfe

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018.

Consent - Air Quality/Traveler Services

6. **Agreement No. 18-1001927 with the California Highway Patrol for Freeway Service Patrol supervision and operational oversight from July 1, 2018 to June 30, 2021** Pg. 29

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Agreement No. 18-1001927 with the California Highway Patrol (CHP) in the amount of \$2,091,149 for daily oversight of the state and locally funded Freeway Service Patrol (FSP) Program and the salary of one-half of a full-time CHP Officer for a three-year period. This agreement also provides CHP oversight for the Construction FSP of the Interstate (I)-10 Express Lanes Project zone.

B. Authorize the Executive Director or designee, upon General Counsel's review and approval, to execute the final version of the agreement.

Presenter: Duane Baker

This item was received and unanimously recommended for approval by the General Policy Committee on April 11, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item.

Consent - Project Delivery

7. **Mount Vernon Viaduct Legal Services Contract** Pg. 53

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Contract 18-1001846 with Kaplan, Kirsch & Rockwell (KKR) for Design Build Legal Services for the Mount Vernon Avenue Viaduct project in a not to exceed amount of \$1,400,000.

Presenter: Paula Beauchamp

This item was reviewed and unanimously recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

Consent - Regional/Subregional Planning

8. **Measure I Valley Freeway Interchange Phasing Program** Pg. 66

Receive a status report on the Measure I Valley Freeway Interchange Phasing Program.

Presenter: Steve Smith

This item was reviewed at the Board of Directors Metro Valley Study Session on April 12, 2018. The Transportation Technical Advisory Committee and the City/County Managers Technical Advisory Committee have also received recent reports on the status of the Valley Freeway Interchange Program.

9. **AB 2766 Mobile Source Reduction Review Committee Signal Synchronization Partnership Program Funding Agreement with the City of Rancho Cucamonga** Pg. 72

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Contract 18-1001943 between the San Bernardino County Transportation Authority (SBCTA) and the City of Rancho Cucamonga (City) for funding of traffic signal synchronization in the amount of \$124,810.00, and

B. Authorize reimbursement of Assembly Bill (AB) 2766 funds to the City for any work conducted under the original contract (Contract 15-1001105 between the City and SBCTA), continuing through the termination date of the new contract (March 26, 2020), including work conducted after the March 3, 2018, expiration date of the original contract.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018. SBCTA General Counsel has reviewed this item and the draft agreement.

Consent - Transit

10. Award Redlands Passenger Rail Project – Construction Management Consultant Services for Rail Maintenance Facility Pg. 87

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for a one (1) year, eight (8) month (20 total months) term contract in an amount not-to-exceed \$975,902.72 for Construction Management Services for the Rail Maintenance Facility, to be funded with State Transit Assistance – Population Share funds.

B. Approve contingency of an amount not-to-exceed \$48,795.14 for Contract No. 18-1001834 and authorize the Executive Director or his designee to release contingency as necessary for the Redlands Passenger Rail Project to be funded with State Transit Assistance – Population Share funds. **Presenter: Carrie Schindler**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed and approved this item and the draft contract.

11. Mill Creek Zanja Bridge Removal – Approval of a CEQA Categorical Exemption Pg. 106

That the Board, acting as the San Bernardino County Transportation Authority:

A. Determine that the Zanja Bridge Removal Project is subject to a Categorical Exemption under the California Environmental Quality Act (CEQA), CCR Title 14 Section 15331 (Historical Resource Restoration/Rehabilitation).

B. Approve the Notice of Exemption, attached as Attachment “A” for filing with the San Bernardino County Clerk and authorize the Director of Transit and Rail Programs to sign the required Notice of Exemption documentation. **Presenter: Carrie Schindler**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel has reviewed this item.

12. Release of RFPs for On-Call Right-of-Way and Legal Services for West Valley Connector and other Transit & Rail Projects Pg. 109

That the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize release of Request for Proposals No. 18-1001924, for procurement of On-Call Right-of-Way Services, to support the delivery of the West Valley Connector Project and other Transit and Rail projects and programs; and

B. Authorize release of Request for Proposals No. 18-1001925, for procurement of On-Call Right-of-Way Legal Services, to support the delivery of the West Valley Connector Project and other Transit and Rail projects and programs. **Presenter: Carrie Schindler**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the scopes of work.

Consent - Council of Governments

13. State and Federal Legislative Update

Pg. 139

Receive and file the April 2018 State and Federal Legislative Update.

Presenter: Otis Greer

This item was received by the General Policy Committee on April 11, 2018.

Consent - Transportation Programming and Fund Administration

14. Fiscal Year 2017/2018 Operator Allocation Amendment

Pg. 163

That the Board, acting as the San Bernardino County Transportation Authority, allocate an additional \$16,785 of State Transit Assistance Funds-Population Share to the City of Needles for a new total of \$124,291. **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018.

15. Omnitrans STS - CTSA Budget Approval for Fiscal Year 2017/2018

Pg. 165

That the Board, acting as the San Bernardino County Transportation Authority, approve the Omnitrans Specialized Transportation Services (STS) budget for Consolidated Transportation Services Agency (CTSA) activities for Fiscal Year 2017/2018.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Council of Governments

16. Summer Meals Update

Pg. 169

Receive information on the region-wide Summer Meals Program.

Presenter: Duane Baker

This item has not received prior policy committee or technical advisory committee review.

17. Healthy Communities Resolution and Development Checklist

Pg. 175

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

A. Receive update on Healthy Communities partnership activities.

B. Adopt Resolution No. 18-065 supporting Public Health and Wellness, and distribution of Toolkits for Healthy Communities to member jurisdictions, and directing staff to continue bi-county collaborative efforts to address public health.

C. Direct staff to work with member agencies and community-based organizations to create toolkit that is focused on San Bernardino County.

Presenter: Duane Baker

This item was reviewed by the City/County Manager's Technical Advisory Committee on April 5, 2018. This item and the draft Resolution was reviewed by General Counsel.

Discussion - Administrative Matters

18. Board Member Appointment

Pg. 181

That the Board, acting as the San Bernardino County Transportation Authority, approve the appointment of John Dutrey, City of Montclair, to the Gold Line Phase II Joint Powers Authority to serve as the primary member for a term expiring on December 31, 2019.

Presenter: Vicki Watson

This item has not received prior policy or technical advisory committee review.

19. Fiscal Year 2018/2019 Proposed SBCTA Budget and Fiscal Year 2018/2019 SBCOG Budget

Pg. 183

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Receive a presentation of the Fiscal Year 2018/2019 Proposed Budget.

B. Conduct Board of Directors Workshop for the SBCTA Proposed Fiscal Year 2018/2019 Budget at the May 2, 2018 Board Meeting.

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

C. Adopt the Fiscal Year 2018/2019 budget for SBCOG with appropriations of \$977,472, transfers out of \$117,213 and estimated revenues of \$817,035.

Presenter: Hilda Flores

The Board of Directors during the Metro Valley Study Session and Mountain/Desert Policy Committee meetings reviewed the Budget Overview for each program. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

Discussion - Project Delivery

20. Mount Vernon Avenue Viaduct BNSF Preliminary Engineering Agreement

Pg. 192

That the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the Executive Director or designee to approve Agreement 17-1001621 with BNSF Railway and the City of San Bernardino in substantially the form attached subject to approval as to form by General Counsel, designating project responsibilities for the Mt. Vernon Viaduct Project for BNSF preliminary engineering and the associated reimbursement, as well as a \$29,500,000.00 contribution from BNSF towards the project.

B. Approve amendment to the San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Budget to add \$500,000.00 in BNSF funding to Task 0860 Arterial Projects, Sub-Task 0827 Mt. Vernon Avenue Viaduct, to fund current fiscal year work associated with the agreement in Recommendation A.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 211

Committee Membership

Representatives on SCAG Committees

Pg. 215

Appointments to External Agencies

Pg. 216

Committee Membership

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Mission Statement

Mission Statement

Pg. 223

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility - The SBCTA meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SBCTA offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.gosbcta.com.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

Closed Session Agenda Items – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

**General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

The Vote as specified in the SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016*



Important Dates to Remember...

May 2018

Meetings – Scheduled:			
General Policy Committee	May 9	9:00 am	SBCTA Lobby, 1st Floor
Transit Committee	May 10	9:00 am	SBCTA Lobby, 1 st Floor
Metro Valley Study Session	May 10	9:30 am	SBCTA Lobby, 1 st Floor
I-10/I-15 Corridor Joint Sub-Committee (Cancelled)	May 10	10:00 am	SBCTA Lobby, 1 st Floor
Mountain/Desert Committee	May 18	9:30 am	Mojave Desert AQMD

Other Meetings/Events:			
SCAG General Assembly	May 3-4	8:00 am - 5:00 pm	Indian Wells, CA

Communication: Calendar of Events (Announcements)

For additional information, please call SBCTA at (909) 884-8276.

Minute Action

AGENDA ITEM: 1

Date: May 2, 2018

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background:

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
7	18-1001846	Kaplan Kirsch & Rockwell <i>Adam Giuliano</i>	None
10	18-1001834	Lockwood, Andres & Newnam (LAN) <i>Tim Schmidt</i>	Arcadis S2 Guida
20	17-1001621	BNSF Railway <i>French Thompson</i>	None

Financial Impact:

This item has no direct impact on the SBCTA budget.

Reviewed By:

This item is prepared monthly for review by Board and Committee members.

Responsible Staff:

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 2, 2018

Subject:

March 2018 Procurement Report

Recommendation:

Receive the March 2018 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2017. The Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and which are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the previous month is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item is consistent with the Fiscal Year 2017/2018 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on April 11, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Attachment A

March Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
18-1001864	Park and Ride Lot Lease	28 th District Agricultural Association	\$5,760.00	Park and Ride Lot Lease Program
18-1001898	Multilayered Media Strategy Services	The 20/20 Network	\$60,000.00	Multilayered Media Strategy Services for SBCTA's transportation infrastructure projects
18-1001912	Memorandum of Agreement Amendment for Mt. Vernon Viaduct Aesthetic and Landscaping responsibilities	Caltrans/State Historic Preservation Officer	\$0.00	Mt. Vernon Viaduct Bridge Project

Attachment A

March Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
16-1001356 Amendment 1	Vendor name change from CALTROP to TRC Engineers, Inc. Project: On-Call Public Outreach Services – Major Projects Program.	TRC Engineers West Inc.	Original \$75,000.00	\$0.00	\$75,000.00
15-1001102 Amendment 1	Time Extension. Project: AB 2766 Mobile Source Reduction Review Committee (MSRC) Signal Synchronization Partnership Program Funding Agreement.	City of Highland	Original \$325,390.00	\$0.00	\$325,390.00
15-1001101 Amendment 1	Time Extension. Project: AB 2766 Mobile Source Reduction Review Committee Signal Synchronization Partnership Program Funding Agreement.	City of Yucaipa	Original \$90,000.00	\$0.00	\$90,000.00
17-1001600 Amendment 1	Increase the estimated cost of Project Study. Project: Study Report / Development Support for I-10 Alabama Interchange Project.	Caltrans	Original \$98,000.00	\$12,000.00	\$110,000.00

Attachment: March Procurement report Attachment A (4680 : March 2018 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 60	Victor Valley Transit Authority requested assistance in reviewing their National Transit Database sampling process and procedures for Fiscal Year 17/18.	Mott MacDonald	\$20,000,000.00 Shared with WSP (C14086)	Various CTOs totaling \$10,174,669.50 not including CTO 60	Original \$23,020.00
C14003 CTO 61 Amendment 1	Produce a 2018 TIRCP application for the West Valley Connector and DMU to ZEMU conversion for a joint application for Gold Line Phase 2B.	Mott MacDonald	\$20,000,000.00 Shared with WSP (C14086)	Various CTOs totaling \$10,059,600.50 not including CTO 61	Original \$71,870.00 Amendment 1 \$66,219.00 Total \$138,089.00
16-1001515 CTO 4	Develop and implement Updated Coordinated Timing Plans for the corridors of the San Bernardino Valley Coordinated Traffic Signal System.	Iteris	\$3,228,000.00	Various CTOs totaling \$879,999.00 not including CTO 4	Original \$1,100,000.00
C14144 CTO 6 Amendment 3	Extended cultural monitoring services during construction of the State Route 210 Pepper Avenue Interchange.	Vandermost Consulting Services	\$3,000,000.00	Various CTOs totaling \$114,201.00 not including CTO 6	Original \$98,650.00 Amendment 1 \$51,600.00 Amendment 2 \$100,000.00 Amendment 3 \$45,050.00 Total \$298,300.00

Attachment: March Procurement report Attachment A (4680 : March 2018 Procurement Report)

Attachment A

March Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001742	03/28/2018	Southern Computer Warehouse Inc.	(15) HP Probooks 450 G3 Laptops	\$14,943.10
4001717	03/15/2018	Arroyo Bernard	Call Box Technical Consulting	\$24,000.00
4001738	03/15/2018	Southern Computer Warehouse Inc.	27 HP Elite Desk 800 G3 Desktops	\$24,611.04
4001715	03/15/2018	Geographics	Freeway Service Patrol Survey Cards	\$5,094.36
4001732	03/13/2018	Inland Empire 66ers	IE 66ERS 2017/2018 Season 511/IE Commuter/FSP Marking	\$7,500.00
4001728	03/05/2018	Rancho Cucamonga Quakes	Rideshare, 511 and Freeway Service Patrol Promotion	\$6,850.00

Attachment: March Procurement report Attachment A (4680 : March 2018 Procurement Report)

Attachment A

March Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
None					

Attachment: March Procurement report Attachment A (4680 : March 2018 Procurement Report)

Attachment B March RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None					

Attachment: March Procurement report Attachment B (4680 : March 2018 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: May 2, 2018

Subject:

Measure I Revenue

Recommendation:

Receive report on Measure I receipts for Measure I 2010-2040.

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2017/2018 as of March 31, 2018 were \$129,431,407.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for January through March represent sales tax collections from October through December.

Measure I revenue for the Fiscal Year 2017/2018 budget were estimated to be \$160,975,000. Actual Measure I receipts for Fiscal Year 2017/2018 January through March are \$44,007,900, in comparison to \$41,465,217 received during the quarter ending March 2016/2017, an increase of 6.13%.

Financial Impact:

Measure I revenues for the third quarter of Fiscal Year 2017/2018 exceeded both the budgeted amount and prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on April 11, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
% Increase Over 15/16	4.64%	1.07%	1.26%	2.24%	2.29%	
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900		129,431,407	\$1,137,709,055
% Increase Over 16/17	4.85%	3.84%	6.13%			

Minute Action

AGENDA ITEM: 4

Date: May 2, 2018

Subject:

Fiscal Year 2017/2018 Budget Amendments and Close Fund for Project Advance Agreements

Recommendation:

That the Board:

A. Acting as the San Bernardino County Transportation Authority, increase budget for Fiscal Year 2017/2018 for the following tasks:

- Task 0550 – Allocations/Pass-Through by \$1,293,009 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County (funds 4140, 4240, 4340, 4440, 4540, and 4640);
- Task 0310 – Transit Allocation/Pass-Through by \$463,477, to be funded by an increase in anticipated MSI sales tax revenue and existing fund balance for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4270, 4370, 4470, 4570, and 4670);
- Financial Sources Provided (Operating Transfers) by \$33,112,474 to be funded with existing fund balance from the Local Transportation Fund (fund 3010); and
- Financial Sources Provided (Operating Transfers) by \$13,856,000 to reclassify costs related to the Haven Grade Separation Project, which were previously paid by the Project Advancement Agreement program to the bond fund (6230 – Valley Major Street Bond Fund).

B. Acting as the San Bernardino Council of Governments, increase budget for Fiscal Year 2017/2018 in Task 0101 – Environment/Air Quality Activities by \$2,265,813 to be funded by sales proceeds from trucks previously purchased through a Department of Energy Grant for the transition of 204 tractor/trailers vehicles to compressed natural gas.

C. Acting as the San Bernardino County Transportation Authority, authorize staff to stop transferring 40% set aside for the Project Advancement Agreements (PAA) Program, funded from the Valley Major Street Program, as this program has been fully funded; and

D. Acting as the San Bernardino County Transportation Authority, authorize the Executive Director or designee to approve the necessary budget adjustments to close fund 4132 – MSI Valley PAA and to transfer the remainder fund balance, estimated at \$1.0 million, back to funds 4130 – MSI Valley Grade Separations and 4131 – MSI Valley Arterials as appropriate at the end of the Fiscal Year 2017/2018.

Background:

The Finance Department is responsible for the preparation and administration of the San Bernardino County Transportation Authority (SBCTA) budget. Subsequent to adoption of the budget, adjustments are made by departments either by Board of Directors approval or by the authority granted to the Executive Director under Policy 20000, Financial Policies.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Board of Directors Agenda Item

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In order to identify any major budgetary changes during the fiscal year, the Finance Department compares actual expenditures and revenues to the budget. Also, departments are responsible for identifying other budget adjustments necessary as a result of: 1) programmatic adjustments required to maintain compliance with applicable federal and state law and internal policies such as Measure I (MSI) Policies; 2) additional funds made available from allocations or grants; 3) unforeseen costs; or 4) other unexpected changes.

Recommendation A requests approval of the following budget increases:

Task 0550 – Allocations/Pass-Through of \$1,293,009 for anticipated MSI revenue increases and Task 0310 – Transit Allocations/Pass-Through of \$463,477 for anticipated MSI revenue increases and allocation of fund balance to the Senior and Disabled program.

One of the responsibilities of administering the MSI 2010-2040 program is to allocate those funds to the participating agencies. To identify the budget adjustment, staff compared current year actual MSI receipts of \$129,431,407 to the budget of \$123,300,600, which is a 4.97% increase. In addition, SBCTA utilizes the services of HdL Companies for sales tax projections. HdL Companies projects sales tax revenue for the fiscal year to be 2.9% higher than the adopted budget. Consequently, staff recommends a 3% increase because sales tax revenue fluctuates significantly. Furthermore, the Senior and Disabled Program became a pass-through program during this fiscal year as a result of the Board approving changes to the Policies 40014 and 40018 on September 6, 2017. This change results in a need to increase the budget to release the existing fund balance for this program of \$347,821.

The Fiscal Year 2017/2018 budget for MSI Local Street Pass-Through was estimated and approved for \$43,100,300 and the Senior and Disabled funds were approved for \$3,855,200. The 3% revenue increase will require a budget adjustment of \$1,293,009 for Task 0550 and \$115,656 for Task 0310. Consequently, the budget adjustments requested are necessary to have sufficient budget to allocate the anticipated increase in MSI revenues of 3% plus the allocation of the Senior and Disabled fund balance.

Financial Sources Provided (Operating Transfers) \$33,112,474 for internal allocations of Local Transportation Fund revenue.

One of the responsibilities of administering the Local Transportation Fund (LTF) is to allocate funds to transit operators, including the SBCTA Transit Department, as well as to fund the costs necessary for administration and planning functions of the program. In prior years, the internal allocations were done via depositing the revenue directly to the LTF for allocations to external transit agencies or to the General Fund for allocations to internal departments. The budget for Fiscal Year 2017/2018 is also presented in this manner. In order to comply with Generally Accepted Accounting Principles, the budget for the proposed Fiscal Year 2018/2019 budget is changing to reflect a transfer of funds between the LTF and the General Fund. The budget adjustment requested will allow SBCTA to implement this budget process change in the current year and reflect a transfer between the funds (from fund 3010 LTF to funds: 1030 – LTF Administration \$330,000; 1035 - LTF Planning \$3,477,828; and 1040 – LTF Rail \$29,304,646).

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Financial Sources Provided (Operating Transfers) by \$13,856,000 for reclassification of costs related to the Haven Grade Separation Project.

A Project Advancement Agreement (PAA) was in place with the City of Rancho Cucamonga (City) for the Haven Grade Separation Project. The project is complete and the City was reimbursed from the PAA fund which used 40% set aside from the MSI Valley Major Street program. SBCTA bonded for projects in the Grade Separation program and the bond fund (6230) has a balance that can be used to reimburse the MSI Valley Major Street program. The budget adjustment requested will authorize staff to process an operating transfer to reclassify the funding source to the bond fund and reimburse funds 4130 - MSI Valley Fund Grade Separations (\$4,542,895.09) and 4131 – MSI Valley Arterials (\$9,313,104.91).

Recommendation B requests approval of the following recommended budget increases:

Task 0101 – Environment/Air Quality Activities by \$2,265,813 for reimbursement to the Department of Energy (DOE) related to sales proceeds of previously grant funded trucks.

On August 26, 2009, San Bernardino Council of Governments (SBCOG) was successful in receiving funding from the Clean Cities’ Fiscal Year 09 Petroleum Reduction Technologies Projects for the Transportation Sector. The following week, the California Energy Commission (CEC) announced that SBCOG was a recipient of an Assembly Bill 118 grant award, created and designed specifically to provide match funding to the DOE Clean Cities grant. These two grants totaling \$19.2 million were used towards the transition of over 200 tractor/trailer vehicles to compressed natural gas, as well as the construction of two natural gas fueling stations, improvements to maintenance facilities, and training. The demonstrator was Ryder Truck Systems, Inc.

In 2016, SBCOG was contacted by Ryder to request approval to start the process of the sale of the vehicles. Staff worked with the DOE to obtain approval for the disposition of the vehicles. As the primary grant recipient, SBCOG is required to oversee the disposition process which involves submitting all paperwork required for the approval of the sale as well as reimbursing the DOE for their share of the sale proceeds. Procedures were developed to ensure SBCOG and Ryder complied with all the federal requirements. Staff could not have anticipated Ryder’s desire to sell the trucks during this current fiscal year therefore the Fiscal Year 2017/2018 budget did not include any expenditure for reimbursement to the DOE. In January 2018, Ryder began the sale of the vehicles. It is anticipated that Ryder will generate more than \$11.9 million for the sale of the 204 vehicles. Based on this estimate, staff is recommending a \$2.3 million adjustment to reimburse the DOE for their share of the sales proceeds. SBCTA is acting as a pass-through agency and will only reimburse the DOE for any funds received from Ryder. If the sales are not completed by June 30, 2018, SBCTA staff may have to return to the Board at a later date to request approval to adjust the Fiscal Year 2018/2019 budget.

Recommendation C requests approval to close fund 4132 – PAAs as the PAAs are completed.

Staff is requesting approval to close the PAAs fund and stop the allocation of MSI Valley Major Street Program funds upon approval of this item. The reimbursement to the participating cities

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for the PAAs is estimated to be completed this fiscal year. Currently, the PAAs are being funded with 40% of the MSI Valley Major Street Program revenue. It is anticipated that the fund will have an available fund balance estimated at \$1.0 million that needs to be returned to the MSI Valley Major Street Program, if the allocation to this fund stops upon approval of this item.

Recommendation D requests approval to authorize the Executive Director to make the fund transfers.

The amount is an estimate as it depends on actual MSI revenue collected for the months of April and May. Per Policy 20600, Financial Policies, the Executive Director has authority to make fund transfers up to \$1,000,000. Since the estimated fund balance could be higher than \$1.0 million, staff is requesting to grant authority to the Executive Director to approve the budget adjustments necessary to close the fund. Any available fund balance will be returned to funds 4130 – MSI Valley Grade Separations and 4131 – MSI Valley Arterials as appropriate.

Financial Impact:

This item is not consistent with the Fiscal Year 2017/2018 budget. Approval of this item will authorize an amendment to the Fiscal Year 2017/2018 budget Task No. 0550 Pass-Through Allocations (funds 4140, 4240, 4340, 4440, 4540, and 4640), Task No. 0310 Pass-Through Allocations (funds 4170, 4270, 4370, 4470, 4570, and 4670), Task No. 0990 Financial Sources Provided (fund 3010 and 6230), and Task No. 0101 Environment (fund 6010).

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
 Board of Directors
 Date: May 2, 2018

Witnessed By:

San Bernardino Council of Governments
 San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: May 2, 2018

Subject:

Fiscal Year 2017/2018 Work Goals and Objectives - Third Quarter Report

Recommendation:

Receive update on the Fiscal Year 2017/2018 Work Goals and Objectives.

Background:

The San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Work Goals and Objectives establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. This report is a quarterly update on those work goals and objectives.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2017/2018 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 6

Date: May 2, 2018

Subject:

Agreement No. 18-1001927 with the California Highway Patrol for Freeway Service Patrol supervision and operational oversight from July 1, 2018 to June 30, 2021

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Approve Agreement No. 18-1001927 with the California Highway Patrol (CHP) in the amount of \$2,091,149 for daily oversight of the state and locally funded Freeway Service Patrol (FSP) Program and the salary of one-half of a full-time CHP Officer for a three-year period. This agreement also provides CHP oversight for the Construction FSP of the Interstate (I)-10 Express Lanes Project zone.
- B. Authorize the Executive Director or designee, upon General Counsel's review and approval, to execute the final version of the agreement.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak commute periods. Over the years, FSP programs have demonstrated many benefits including reductions in traffic delays, fuel consumption, vehicular emissions and secondary traffic incidents. Since the San Bernardino FSP Program was implemented in January of 2006, approximately 3,000 motorists are assisted each month. Currently, the FSP Program services eighty-one centerline miles of San Bernardino County freeways.

The last CHP agreement with San Bernardino County Transportation Authority (SBCTA), Contract 15-1001184, which is set to expire on June 30, 2018, provided a three-year contract for officer field oversight of the FSP Program and Construction FSP Program for the Devore Interchange Project area. This new contract will allow the CHP to continue their supervision of the FSP Program at the current level, which includes increased hours during the peak commute hours, as well as the weekend service pilot, for another three years.

The program is assigned 1.5 Officers in Riverside County and 1.5 Officers in San Bernardino County. In an effort to have more coverage of the in-field oversight, this agreement covers SBCTA's half of the cost of an additional CHP officer. Riverside County Transportation Commission (RCTC) also pays one half of the cost of an Officer in their respective agreement with CHP so that there are a total of four (4) dedicated officers to the Inland FSP program.

Lastly, there is a new item covered in this agreement, which is for the supervision of the Construction FSP to provide services along the Interstate (I)-10 first phase of the Express Lanes project construction. It is anticipated that the need for FSP in the construction zone will approximately begin in October 2018 and go through June of 2023. The anticipated traffic due to this construction phase will require FSP presence to assist with removal of disabled vehicles from the construction zone, thus ensuring the safety of the motoring public.

Entity: San Bernardino County Transportation Authority

Some of the duties that the CHP provides under this agreement are as follows:

Oversight Duties performed during FSP hours:

These are not all inclusive.

- Provide constant, in field, on scene, program oversight on all types of FSP, regular peak periods, construction, and weekend service.
- Provide “real time” decisions to incidents occurring in the field.
- Enforce program rules and guidelines through in-field supervision.
- Conduct all investigations with regards to equipment, personnel, damage, and concerns.
- Inspect tow trucks on a spot-check basis, as needed.
- Act as a FSP liaison between other governmental agencies, such as other CHP personnel, Caltrans, cities, counties, etc.
- Be available to the public for FSP questions/comments/concerns.
- Conduct bi-monthly or as-needed two-day, 10-hour certified FSP Driver training classes for the FSP Program.

Oversight Duties performed during non- FSP hours:

- Maintain driver files, records, etc., for all drivers.
- Conduct driver training classes.
- Conduct background checks, testing, fingerprinting and certifications for new drivers.
- Preparation of training class materials (maps, codes, etc.).
- Maintaining the Standard Operating Procedures (SOP) manual.
- Tracking of extra truck time, fines, penalties, certificates (Compliance of CA Driver License, DL64, medical cards, Motor Carrier Permits, etc.).
- Attend various FSP-related required meetings and training (Technical Advisory Committee, quarterly drivers’ meeting, etc.).
- Maintenance of drop point maps to include changing local regulations.
- Monitoring of the Automatic Vehicle Locator (AVL) system, tablets, radios, and any other computer related FSP equipment.
- Maintenance of required “field ready” equipment, such as backup tablets, radios, safety vests, brochures, survey forms, magnetic signs, etc.
- Tracking of drivers’ tenure and performance for driver recognition and rewards.
- Participate in the RFP process for new vendors, beats, etc.

Staff coordinated with the CHP to develop an estimate for the incremental CHP Officer and CHP Dispatcher time and corresponding costs needed to support general overtime. Staff also coordinated internally with the Express Lanes project team and CHP to determine the estimated costs for CHP Officer and CHP Dispatcher hours for the construction phase.

The CHP is an integral part of SBCTA’s FSP Program and has been a key component to the program’s success. An Inland CHP Lieutenant Commander provides direct supervision of the dedicated FSP Officers, and reviews and approves their reimbursed overtime expenses. Therefore, staff is recommending the approval of Agreement No. 18-1001927 to continue the program supervision of the FSP Program by the CHP.

Financial Impact:

Funds for these actions have been budgeted in the Fiscal Year 2018/2019 Budget. Funding sources are Valley TMS Funds, and Measure I Valley Freeway Project funds. All future fiscal year expenses will be budgeted accordingly during those fiscal years.

San Bernardino County Transportation Authority

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Reviewed By:

This item was received and unanimously recommended for approval by the General Policy Committee on April 11, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 18-1001927 Amendment No.: _____ Vendor No.: 00496
 Vendor/Customer Name: CHP Fiscal Management SVC Reimbursable unit (071) Sole Source? Yes No
 Description: California Highway Patrol Freeway Service Patrol Oversight OT
 Start Date: 07/01/2018 Expiration Date: 06/30/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 2,091,149.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,091,149.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,091,149.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 05/02/2018
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: JENNY HERRERA

Attachment: Contract Summary Sheet (4710 : CHP Agreement No.18-1001927 for FSP)

SBCTA #18-1001927

AGREEMENT NUMBER
CHP # 18R061003

PURCHASING AUTHORITY NUMBER
#CHP - 2720

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Contractor)

Department of California Highway Patrol (CHP)

CONTRACTOR'S NAME

San Bernardino County Transportation Authority (SBCTA)

2. The term of this Agreement is **July 1, 2018** through **June 30, 2021**

Or upon DGS Office of Legal Services approval, whichever is later.

3. The maximum amount of this Agreement is: **\$ 2,091,149.00**
(Two Million Ninety-one Thousand One Hundred Forty-nine Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Agreement Between Department of California Highway Patrol and San Bernardino County Transportation Authority Freeway Service Patrol. **11 pages**

Exhibit B – Budget Details and Payment Provisions **3 pages**

Exhibit C* – General Terms and Conditions (The following clauses are excluded from GTC 04/2017: #4 AUDIT; #5 INDEMNIFICATION; #6 DISPUTES; #7 TERMINATION FOR CAUSE; #9 RECYCLING CERTIFICATION; #11 CERTIFICATION CLAUSES; #13 COMPENSATION; #15 ANTITRUST CLAIMS; #16 CHILD SUPPORT COMPLIANCE; #18 PRIORITY HIRING CONSIDERATIONS; #19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS; AND #20 LOSS LEADER) **GTC 4/2017**

Exhibit D – Special Terms and Conditions **1 page**

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) San Bernardino County Transportation Authority (SBCTA)		
BY (Authorized Signature)  Refer to Exhibit A, page 11	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING See Page X		
ADDRESS 1170 West Third Street, Second Floor, San Bernardino, CA 92410-1715		
STATE OF CALIFORNIA		
AGENCY NAME (Contractor) Department of California Highway Patrol		
BY (Authorized Signature)  Refer to Exhibit A, page 11	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING P. SLINEY, Assistant Chief		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Attachment: 18-1001927 (4710 : CHP Agreement No.18-1001927 for FSP)

AGREEMENT BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
FOR FREEWAY SERVICE PATROL

THIS AGREEMENT is between the State of California acting by and through Department of California Highway Patrol (hereinafter referred to as CHP) P.O. Box 942898, Sacramento, California 94298-001 and San Bernardino County Transportation Authority (hereinafter referred to as SBCTA) 1170 West 3rd Street, 2nd Floor, San Bernardino CA 92410-1715. (Collectively CHP and SBCTA may be referred to as the "Parties.").

ARTICLE 1. GENERAL INFORMATION

- A. This Agreement provides for CHP dispatch services and overtime supervisory assistance in connection with the Freeway Service Patrol (FSP) program in San Bernardino County. Streets and Highways Code Section 2561, subdivision (c) defines "freeway service patrol" as a "program managed by the Department of the California Highway Patrol, the [California Department of Transportation], and a regional or local entity which provides emergency roadside assistance on a freeway in an urban area."
- B. Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of CHP shall make adequate provisions for patrol of the highways at all times of the day and night.
- C. SBCTA has the ability to provide local matching funds as required by the State Budget Change Proposal (BCP) for FSPs on freeways within San Bernardino County and has qualified the county to participate in the State FSP program. San Bernardino County FSPs will assist in transportation system management efforts, provide traffic congestion relief, and expedite the removal of freeway impediments, all of which will have the added benefit of improving air quality.

ARTICLE 2. TERMS AND CONDITIONS

- A. San Bernardino County's FSP program is intended to be funded with revenues derived from Transportation Management and Environmental Enhancement (TMEE) funds or Service Authority for Freeway Emergencies (SAFE) and State Budget Change Proposal funds, known as BCP, for the day-to-day contractor operation. SBCTA is currently only provided 1.5 officers to provide oversight for the program in accordance with funding available for the statewide FSP program. With ongoing additions and turnover of FSP program drivers, the provision of additional driver training and required certification classes by CHP are a necessity in order for SBCTA's tow contractors to maintain their contractual obligation of having only certified FSP drivers perform FSP services. With only 1.5 officers, it is difficult to provide classes as well as fulfill other duties the officers are responsible for within regular duty hours. Therefore, it is necessary to fund CHP overtime for FSP program oversight assistance, incident investigations, administrative duties, and other field duties as required to maintain operational safety and code compliance.
- B. Should this Agreement be terminated under paragraph D, SBCTA agrees to provide funding to reimburse CHP for those reasonable costs incurred and associated with the program overtime and administrative duties as defined in this Agreement up to the point of termination.
- C. The term of this Agreement shall be effective July 1, 2018 through June 30, 2021.
- D. The CHP and SBCTA mutually agree that either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.
- E. The CHP and SBCTA agree that this Agreement may be amended by mutual consent of both parties hereto.

F. SBCTA agrees to reimburse CHP for actual costs incurred while performing overtime FSP related duties, in accordance with the following schedule:

1. For Regular FSP Program, Extended weekday service and Weekend Service:
 - a. Approximately 1,559.06 hours of available Officer overtime during fiscal year 2018/2019, reimbursed at an estimated rate of \$85.00 per hour for an annual estimated amount of \$132,520.00 for FY 2018/2019.
 - b. Approximately 962 hours of available Dispatcher overtime during fiscal year 2018/2019, reimbursed at an estimated rate of \$46.35 per hour for an annual estimated amount of \$44,589 for FY 2018/2019.
 - c. Approximately 1,559.06 hours of available Officer overtime during fiscal year 2019/2020, reimbursed at an estimated rate of \$87.55 per hour for an annual estimated amount of \$136,496.00 for FY 2019/2020.
 - d. Approximately 962.01 hours of available Dispatcher overtime during fiscal year 2019/2020, reimbursed at an estimated rate of \$47.75 per hour for an annual estimated amount of \$45,936.00 for FY 2019/2020.
 - e. Approximately 1,559.03 hours of available Officer overtime during fiscal year 2020/2021, reimbursed at an estimated rate of \$90.18 per hour for an annual estimated amount of \$140,593.00 for FY 2020/2021.
 - f. Approximately 962 hours of available Dispatcher overtime during fiscal year 2020/2021, reimbursed at an estimated rate of \$49.19 per hour for an annual estimated amount of \$47,321.00 for FY 2020/2021.

Total Contract not-to-exceed amount for Regular FSP Program, Extended weekday service and Weekend Service: \$547,455.

2. For SBCTA I-10 Express Lanes Construction FSP:
- a. Approximately 3,134.51 hours of available Officer overtime during fiscal year 2018/2019, reimbursed at an estimated rate of \$85.00 per hour for an annual estimated amount of \$266,433.00 for FY 2018/2019.
 - b. Approximately 3,719.50 hours of available Dispatcher overtime during fiscal year 2018/2019, reimbursed at an estimated rate of \$46.35 per hour for an annual estimated amount of \$172,399 for FY 2018/2019.
 - c. Approximately 2,560 hours of available Officer overtime during fiscal year 2019/2020, reimbursed at an estimated rate of \$87.55 per hour for an annual estimated amount of \$224,128.00 for FY 2019/2020.
 - d. Approximately 3,340 hours of available Dispatcher overtime during fiscal year 2019/2020, reimbursed at an estimated rate of \$47.75 per hour for an annual estimated amount of \$159,485.00 for FY 2019/2020.
 - e. Approximately 2,560 hours of available Officer overtime during fiscal year 2020/2021, reimbursed at an estimated rate of \$90.18 per hour for an annual estimated amount of \$230,861.00 for FY 2020/2021.
 - f. Approximately 3,340 hours of available Dispatcher overtime during fiscal year 2020/2021, reimbursed at an estimated rate of \$49.19 per hour for an annual estimated amount of \$164,295.00 for FY 2020/2021.

Total Contract not-to-exceed amount for I-10 Express Lanes project:
\$1,217,601.

3. SBCTA Funding of ½ CHP Officer:
 - a. SBCTA agrees to reimburse CHP for one-half of a full time Officer position for the remainder of the contract at estimated annual amounts of \$105,501.00 for fiscal year 2018/2019, \$108,666.00 for Fiscal Year 2019/2020 and \$111,926.00 for Fiscal year 2020/2021.

Total contract not-to-exceed amount for Reimbursement for one-half of a full time Officer position \$326,093.00

Amounts Payable to the CHP by SBCTA for costs incurred pursuant to this Agreement may be utilized over several fiscal years, and need not be utilized in a single fiscal year by the CHP, so long as the total amount payable under this Agreement is not exceeded.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, SBCTA agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of \$2,091,149.

Fiscal Year begins July 1 and ends on June 30.

- G. The CHP shall invoice SBCTA monthly. SBCTA agrees to pay CHP within thirty (30) days after the invoice is received.

Invoice Address

San Bernardino County Transportation Authority
1170 W. Third Street, Second Floor
San Bernardino, CA 92410-1715

Remittance Address

Department of California Highway Patrol
P.O. Box 942900
Sacramento, CA 94298-2900

Contact: Jenny Herrera, Program Manager
Telephone: (909) 884-8276
E-mail: jherrera@gosbcta.com

Contact: Accounts Reimbursables
Telephone: (916) 843-3583

- H **NOTICE.** The CHP and SBCTA agree that any notice required under this Agreement shall be delivered or mailed to the persons designated below:

Department of California Highway Patrol
Research and Planning Section
P.O. Box 942898
Sacramento, CA 94298-0001
Contact: Lori Gong, Statewide FSP Manager
Telephone: (916) 843-3353

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contact: Jenny Herrera, Program Manager
Telephone: (909) 884-8276

ARTICLE 3. SBTCA RESPONSIBILITIES

- A. SBCTA shall reimburse CHP for those overtime expenses necessary to support the San Bernardino County FSP operations as outlined under Article 2, Terms and Conditions, Paragraph F.
- B. It is agreed that in the event State FSP funds do not become available to SBCTA for this Agreement, SBCTA may immediately terminate this Agreement with written notice, but shall pay the CHP from other sources any amounts required to cover CHP's cost to the date of Agreement termination.

Attachment: 18-1001927 (4710 : CHP Agreement No.18-1001927 for FSP)

ARTICLE 4. CHP RESPONSIBILITIES

- A. The CHP has already assigned and staffed as specified for the dedicated purpose of operating the San Bernardino County FSP with one and one half (1.5) full-time officers for the dedicated purpose of assisting with San Bernardino County FSP operations. If the CHP cannot provide the Agreement's specified staffing level, CHP agrees to notify SBCTA within thirty (30) days.
- B. All personnel providing services shall be State employees under the sole discretion, supervision, and regulation of CHP. Said personnel shall work out of the appropriate CHP facilities as designated by CHP. At no time shall any State employee assigned to the San Bernardino County FSP program be considered employees, agents, officials, or volunteers of SBCTA.

ARTICLE 5. CHP OVERTIME

CHP overtime duties may include, but not limited to:

- A. Assisting with the field oversight of FSP program operations.
- B. Investigating complaints from the public regarding a San Bernardino County FSP contractor or driver.
- C. Performing all necessary drivers' license and background checks on all San Bernardino County FSP operators.
- D. Inspecting all San Bernardino County FSP contractor tow trucks on a periodic basis.
- E. Overseeing San Bernardino County FSP contractors' compliance with statutory and regulatory requirements.
- F. Providing training to all San Bernardino County FSP contractors and drivers.
- G. Providing representation to SBCTA FSP Technical Committee.

ARTICLE 6. INDEMNIFICATION

- A. To the extent permitted by law, SBCTA shall defend, indemnify, and save harmless CHP and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of SBCTA, or SBCTA's officers, directors, and employees, arising out of the performance of this Agreement.
- B. To the extent permitted by law, CHP shall defend, indemnify, and save harmless SBCTA and all of SBCTA's officers, directors, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, arising out of the performance of this Agreement.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of Termination or completion.

ARTICLE 7. AUDITS

The contracting parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, SBCTA and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. SBCTA and CHP agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code Sect. 8546.7). SBCTA agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

ARTICLE 8. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SBCTA. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

ARTICLE 9. RESOLUTION

SBCTA agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, approving execution of agreements with CHP, and identifying the individual who is authorized to sign the Agreement on behalf of SBCTA.

ARTICLE 10. OTHER TERMS AND CONDITIONS

- A. By and in consideration of the covenants and conditions contained herein, CHP and SBCTA do hereby agree as follows:
- B. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SBCTA and supersedes any prior representations, understandings, communications, commitments, Agreements or proposals, oral or written.
- C. This Agreement shall not become effective until:
 - 1. Duly signed by both parties and approved by the Department of General Services Office of Legal Services, if applicable.

2. SBCTA has submitted to CHP a copy of the resolution, policy, order, motion, or ordinance from SBCTA approving execution of the Agreement and identifying the individual authorized to sign on behalf of SBCTA.

This space is intentionally left blank.

This Agreement is entered into by the parties listed below and shall be effective upon approval by the Department of General Services Office of Legal Services, if applicable. By executing this Agreement, the representatives of CHP and SBCTA warrant that they have viewed and fully understand all provisions of this Agreement, and are authorized to bind their respective agencies to all terms of the Agreement's provisions.

STATE OF CALIFORNIA
Department of California Highway
Patrol

SBCTA

P. SLINEY, Assistant Chief
Administrative Services Division

Raymond W. Wolfe, Ph.D.
Executive Director

Date

Date

APPROVED AS TO FORM:

Julianna K. Tillquist
Asst. General Counsel

Date

Jeffery Hill
SBCTA Procurement Manager

Date

Attachment: 18-1001927 (4710 : CHP Agreement No.18-1001927 for FSP)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered and upon receipt and approval of invoices SBCTA agrees to compensate California Highway Patrol (CHP) for actual expenditures incurred in accordance with the rates specified herein (which mirror those of Exhibit A, Article 2 F).
- B. Invoices shall include the Agreement Number and will be provided in triplicate monthly as specified as specified in Exhibit A, Article 2 G, in arrears to:

Invoice Address

San Bernardino County Transportation Authority
 1170 W. Third Street, Second Floor
 San Bernardino, CA 92410-1715

Contact: Jenny Herrera, Program Manager

Telephone: (909) 884-8276

E-mail: jherrera@gosbcta.com

C. Payment

- A. Payment shall be made as follows:

Department of California Highway Patrol
 P.O. Box 942900
 Sacramento, Ca 94298-2900

Telephone: (916) 843-3583

The CHP shall invoice SBCTA monthly. SBCTA agrees to pay within thirty (30) days after the invoice is received. Payment for these services may be made by corporate check, cashier's check, or money order in the invoiced amount. If a cashier's check, corporate check or money order is submitted, it must be made payable to: "CHP Accounting Section." Please note the contract number in the "memo" section of the check, and submit the check with a copy of the invoice so that it can be credited to your contract.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. RATE SCHEDULE

Program rates and approximate spend categories are below, as specified in Exhibit A, Article 2 F.

Regular FSP	Classification	FY	Rate	Hours	Total
	Officer OT	18/19	\$85.00	1,559.06	\$ 132,520.00
	Dispatcher OT	18/19	\$46.35	962	\$ 44,589.00
	Officer OT	19/20	\$87.55	1,559.06	\$ 136,496.00
	Dispatcher OT	19/20	\$47.75	962.01	\$ 45,936.00
	Officer OT	20/21	\$90.18	1,559.03	\$ 140,593.00
	Dispatcher OT	20/21	\$49.19	962	\$ 47,321.00

**Total NTE Regular FSP Program, Extended Weekday
 and Weekend Service \$ 547,455.00**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONSSBCTA I-10 Express
Lanes Construction
FSP

Classification	FY	Rate	Hours	Total
Officer OT	18/19	\$85.00	3,134.51	\$ 266,433.00
Dispatcher OT	18/19	\$46.35	3,719.50	\$ 172,399.00
Officer OT	19/20	\$87.55	2,560	\$ 224,128.00
Dispatcher OT	19/20	\$47.75	3,340	\$ 159,485.00
Officer OT	20/21	\$90.18	2,560	\$ 230,861.00
Dispatcher OT	20/21	\$49.19	3,340	\$ 164,295.00

Total NTE I-10 Express Lanes Construction FSP \$ 1,217,601.00

SBCTA Funding 1/2
CHP Officer

Classification	FY	Total
Officer	18/19	\$105,501.00
Officer	19/20	\$108,666.00
Officer	20/21	\$111,926.00

Total 1/2 Officer* \$326,093.00

Total Contract Funding \$ 2,091,149.00

*When FSP SB-1 funds are available, SBCTA will no longer be required to reimburse for one-half of a full time Officer

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. The CHP and SBCTA agree this Agreement may be canceled by either party with sixty (60) days advance written notice, as specified in Exhibit A, Article 2 D.
2. The CHP and SBCTA, agree that this Agreement may be amended by written mutual consent of the parties hereto, as specified in Exhibit A, Article 2 E.
3. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
4. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SBCTA. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Minute Action

AGENDA ITEM: 7

Date: May 2, 2018

Subject:

Mount Vernon Viaduct Legal Services Contract

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Contract 18-1001846 with Kaplan, Kirsch & Rockwell (KKR) for Design Build Legal Services for the Mount Vernon Avenue Viaduct project in a not to exceed amount of \$1,400,000.

Background:

San Bernardino County Transportation Authority (SBCTA) is the lead agency in delivery of the Mount Vernon Viaduct project based on a Memorandum of Understanding between the City of San Bernardino and SBCTA, approved at the May 4, 2016, Board meeting. A cooperative agreement between the two agencies was approved at the June 1, 2016 Board meeting. Since that time, SBCTA has been diligently working to advance the project. SBCTA received legislative approval through Assembly Bill 1523 to use the design-build delivery method for this project in July 2017. The existing Mount Vernon Viaduct bridge spanning over the BNSF railyard has been determined to be structurally deficient and functionally obsolete.

SBCTA is currently working on completing an environmental reevaluation on the project and ongoing preliminary engineering in support of developing technical provisions for the procurement of a Design Build (DB) contractor. SBCTA requires a legal advisor to assist with the development and implementation of the procurement documents for the anticipated DB. The legal advisor will provide counsel and assistance with the preparation of the draft and final DB procurement documents and the final DB contract. They will review documents for compliance with required statutes and legal requirements.

The Board authorized release of a Request for Proposals (RFP) for legal services at its December 6, 2017 Board meeting. The RFP was issued on December 6, 2017, and was sent electronically to approximately two hundred and eighty-nine (289) consultants registered on Planet Bids with 23 firms labeled as bidders, downloading the RFP Packet. The solicitation was issued in accordance with current SBCTA policies and procedures for Professional Legal Services.

Three (3) proposals were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process.

On Tuesday, January 9, 2018, the proposals were disseminated to all evaluation committee members with a copy of the Score Sheets, evaluation instructions, and Declaration of Impartiality and Confidentiality form standard for all evaluation committee members. The evaluation committee consisted of four SBCTA staff.

On January 16, 2018, the evaluation committee completed its review of the proposals and recommended all three proposers be interviewed. On January 25, 2018, interviews with all three firms were held. The Committee considered all three (3) firms qualified to perform the work
Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 2, 2018

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specified in the RFP and ranked Kaplan, Kirsch & Rockwell (KKR) as the highest ranking firm. KKR was selected for the following reasons: they were able to demonstrate a clear understanding of project and responsibilities required for the project outlined in the Scope of Work. The firm was able to present a clear method of addressing anticipated scenarios based on the uniqueness of the project and has a qualified group of staff knowledgeable in both transportation and railroad projects.

Negotiations with KKR then commenced. Following negotiation of terms and budget with KKR, the final terms of the contract, scope, and budget have been developed and are recommended for approval. Approval of this item will allow the development and completion of a Request for Qualifications (RFQ) for a DB contract later this summer, a draft RFP later this year and final RFP release and DB contract award in 2019.

This contract will be funded by Federal Highway Bridge Program (HBP) funds with a local match anticipated to be from the City of San Bernardino share of Measure I Arterial Program funds and City of San Bernardino Developer Impact Fees (DIF). Currently the HBP funds are programmed for Federal Fiscal Year 2018/2019 so the reimbursement from HBP, 88.53%, would not occur until later this year or early next year.

Staff recommends approval of this agenda item.

Financial Impact:

This item is consistent with the Fiscal Year 2017/2018 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Viaduct.

Reviewed By:

This item was reviewed and unanimously recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 18-1001846 Amendment No.: 0 Vendor No.: 01190
Vendor/Customer Name: Kaplan Kirsch Rockwell Sole Source? Yes No
Description: Legal Services for Mt. Vernon Viaduct
Start Date: 05/02/2018 Expiration Date: 03/15/2023 Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.:

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 05/02/2018
Board of Directors Action: Approve Agreement 18-1001846

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: Capital PAA Other
Retention: % Maximum Retention: \$ -
Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
Disadvantaged Business Enterprise (DBE) Goal %

Contract Management: Receivable

E-76 and/or CTC Date (Attach Copy) Program Supplement No.:
Finance Letter Reversion Date: EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Dennis Saylor

Attachment: Contract Summary Sheet (4663 : Mt. Vernon Viaduct Legal Services Contract)

EXHIBIT A – “SCOPE OF SERVICES”

General Project Description

San Bernardino County Transportation Authority (SBCTA), in partnership with the City of San Bernardino (City), BNSF, SCRRRA, AMTRAK (Collectively referred to as “Railroads”), Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), are working together to deliver the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino (Project).

The Project has been a high priority for the City for more than 15 years. In 1997, Caltrans inspectors determined that the Mount Vernon Avenue bridge had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. The current sufficiency rating of the bridge is 2. Due to the deficiency of the structure, Caltrans has allocated \$82 million of federal funds to the Project.

In June of 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. Currently in the design phase, the City experienced delays to the Project schedule based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the Project, the City and SBCTA agreed to have SBCTA take over the Project due to SBCTA’s extensive experience in delivering similarly large and complex projects. On May 4, 2016, the SBCTA Board of Directors approved Memorandum of Understanding No. 16-1001476 with the City for the development of the Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project, defining a framework for Project execution and funding, and designating SBCTA as the lead agency for administration of the Project moving forward.

In mid-2016 the City and SBCTA executed a cooperative agreement for SBCTA to manage the environmental, design, and right of way phases on the Project. The two agencies also executed a Memorandum of Understanding for SBCTA to be lead agency through all remaining phases of the Project including construction.

In an effort to expedite delivery of the Project, SBCTA sought legislation, AB 1523, for Design Build (DB) authority on this Project. After passage by the Legislature, the Governor approved this legislation on July 31, 2017, which is codified in California Public Utilities Code (PUC) section 130828. Some of the next steps moving forward in with the Project are completion of environmental revalidation, continuation of the design work and procurement of Project Construction Manager (PCM) and Design Builder services.

The estimated Project schedule milestones are the following:

- PCM Procurement – October 2017 thru April 2018
- DB Procurement activities– Spring 2018 thru Early 2019
- Environmental Revalidation Complete – October 2017 thru October 2018
- DB Contract Design and Construction – Early 2019 thru November 2021
- Clear ROW – Spring 2018 thru mid 2020
- Close-out DB – November 2021 thru June 2022

General Description of Legal Services

The Legal Advisor selected for the Mount Vernon Viaduct Project, referred to herein as ATTORNEY, will assist in guiding the Project to successfully award and implement a DB contract under a “Best Value” procurement in accordance with PUC sec. 130828 for demolition of the existing bridge and construction of the new bridge over the BNSF Railway Intermodal Yard. In addition, ATTORNEY may provide appropriate legal services as it pertains to cooperative agreements with various governmental entities, jurisdictions, and railroads that are necessary for the implementation of the Project Components.

The ATTORNEY services required under this Scope of Services do not include environmental, right of way, employment, or project financing (bonds, short-term notes, etc., or tax) legal services or, subject to Section 3.1 of the Contract and Section 2.5 below, litigation or dispute resolution legal services.

Project Component Description

It is anticipated that both the bridge demolition and reconstruction components of the Project will be delivered with one DB contract.

Major Project Component estimated milestones include:

- Demolition Design (Summer 2019)
- Bridge Demolition (Dec. 2019)
- Construct Bridge Foundations (Feb. 2020)
- Construct Trailer Parking and Street Improvements (Fall 2020)
- Bridge Construction (Late 2021)

Scope of Services

1.0 General Scope of Services

ATTORNEY will undertake the following activities with respect to the Project.

- 1.1. As necessary in support of its activities under 2.0 below, research, review, and ensure compliance with the existing laws, policies, procedures, standards, and requirements of SBCTA, CALTRANS, and local and regulatory agencies that are applicable to and govern the procurement, design and construction of the Project.
- 1.2. The outcomes of such research will predominantly be reflected in other work product discussed below and general communications, and will generally not require production of memorandums summarizing findings.
- 1.3. In connection with all elements of ATTORNEY's scope of work, SBCTA and SBCTA attorneys will make available to ATTORNEY for its use and reference any prior relevant knowhow, analysis, work product, and precedents as may assist in the efficient conduct of the scope of work.

2.0 DB Procurements and Contracts

The following applies to the procurement and contract for the demolition and civil construction of the Mount Vernon Viaduct Project.

For the design and construction of the Project, ATTORNEY will provide legal advice on Project activities relating to the accomplishment of each of the Project's design-build milestones from the DB procurement and contract award, to the commencement, duration and close-out of construction.

ATTORNEY will provide legal advice from drafting and review of the design/build procurement documents through to award and implementation of the contract with the DB Contractor.

- 2.1 Contract Development – ATTORNEY shall assist with the procurement, contractual, and technical documents for review and approval by the SBCTA Project Manager. ATTORNEY shall review and advise regarding compliance with all policies and procedures and legal requirements applicable to SBCTA (in the case of technical documents, as directed by SBCTA). ATTORNEY shall lead on the contract development (excluding technical schedules and specifications) and otherwise provide support as-needed and shall assist in the development of the other contract documents and subsequent advice and counsel. Both the Instructions to Proposers (ITP) and the contract will be drafted either on the basis of a template previously used by SBCTA on an

analogous project or, following consultation, a template previously used by ATTORNEY on an analogous project, in both cases with customization and refinement to reflect the Project's needs, inputs from all SBCTA team members, and market practices. Typical level of efforts may include: attendance at Risk Analysis, Legal and Financial Workshops, advisory role on state and federal requirements, development of main contract documents (excluding technical schedules and specifications), review and provide comments on remaining ITP and Technical documents and on-call support for a variety of topics including Clarifications and Addenda.

2.2 Insurance Requirements – ATTORNEY shall assist SBCTA in assessing the Project scope, criteria, and risks to develop a comparative analysis of options for providing PROJECT insurance, whether a standard practice program, or other available and innovative marketable options. Assist SBCTA and its advisors in providing review, analysis and recommendations regarding the insurance statements and proposals submitted by DB teams as part and in support of the procurement process.

2.3 Risk Assessment – Assist with the implementation of a risk assessment and determining the likelihood and impacts of the various risks on the procurement and contract process.

2.4 Procurement Document Development – The ATTORNEY shall assist in structuring the procurement process to maximize the benefits that DB industry and DB teams bring to each project while still meeting the requirements. This shall incorporate a process that is well defined, transparent, and that allows for confidential free-flow of ideas. SBCTA anticipates the procurement process shall incorporate a Request for Qualifications (RFQ), followed by a two-stage final procurement process with a Draft Request for Proposal (DRFP) and a Final Request for Proposal (FRFP).

2.4.1 Request for Qualifications (RFQ) – ATTORNEY shall assist in the development of the RFQ, including drafting of the RFQ (such drafting to incorporate elements customarily initially drafted by other advisors or team members). The RFQ will be drafted either on the basis of a template previously used by SBCTA on an analogous project or, following consultation, a template previously used by ATTORNEY on an analogous project, in both cases with customization and refinement to reflect the project's needs, input from all SBCTA team members, and market practices. Key aspects of ATTORNEY's involvement in the RFQ process shall also include:

- a) Prior to the release of an RFQ, ATTORNEY will assist in the identification and development of appropriate DB contractual requirements through discussions with the Program Manager and SBCTA.

- b) ATTORNEY shall also participate in a prequalification and evaluation workshop to develop criteria that will be used to develop minimum qualifications to assist in prequalifying potential proposers' Statements of Qualifications (SOQs). Evaluation criteria could include experience, qualifications, personnel, and financial capacities.
- c) ATTORNEY shall assist in the coordination with SBCTA, and its stakeholders, to help develop a transparent process to evaluate SOQs. ATTORNEY shall assist in developing an RFQ Evaluation Manual or equivalent (drafted on the basis of a template or other materials previously used by SBCTA) and help facilitate an evaluation training session with mandatory attendance for all evaluators to review the final evaluation process and to understand the importance of confidentiality. ATTORNEY will confirm that the RFQ, prequalification and evaluation documents and processes meet applicable laws.

2.4.2 Draft Request for Proposal (DRFP) – ATTORNEY shall assist in the development of the DRFP documents including the Instructions to Proposers (ITP), the Contract, the Technical Provisions (TP), the Supporting Documents, and the Reference Materials, including drafting of the ITP and Contract (such drafting to incorporate elements customarily initially drafted by other advisors or team members). Key aspects of the draft proposal process shall include the following, as well as other elements listed under Section 2.4.3 below which are customarily included in a DRFP:

- a) Industry Review – After publishing a Draft RFP to the short-listed DB teams, facilitate feedback from the various DB teams on the terms, conditions, and technical requirements. This feedback from the industry shall provide valuable information that can be used to optimize the risk profile for the Project, clarify any unclear requirements, and improve the clarity of proposals to maximize the benefit to the Project.
- b) Clarification Process – The DB teams shall have the opportunity to submit formal requests for clarification. Both the questions and the responses will be made available to all the DB teams.
- c) Addendum Process – Any necessary addenda to the final RFP that may result from requests for clarification or availability of new information will be published through the designated portal.

2.4.3 Final Request for Proposals (FRFP) – ATTORNEY shall assist in developing the FRFP documents on the basis of the DRFP documents.

- a) Instructions to Proposers (ITP) – The ITP will provide the road map for the proposal process to prospective DB teams. It includes the rules of the process, proposal submittal requirements, and evaluation criteria. A well-structured proposal process will bring to the Project significant advantages and attract suitable DB teams. The following shall be included in the procurement process to maximize these benefits:
- 1) Proposal Criteria Workshop – to establish an outline of the proposal submittal requirements, evaluation criteria, relative weighting of evaluation criteria, and legal pass/fail requirements;
 - 2) Alternative Technical Concepts (ATC) – this component will allow the Design Builder to propose alternative solutions to those required under the contract and will maximize the opportunity for innovation and their means and methods; and
 - 3) One-on-One Meetings for each DB team – to present their solutions in a confidential environment. One-on-One Meetings are estimated to be held in proximity to, and in the same frequency as, the ATC meetings referenced in Section 2.4.5 below.

Legal requirements and legal pass/fail submittal requirements of the ITP will be provided. Confirmation that the ITP meets applicable laws will be provided by the ATTORNEY.

- b) Contract - The first draft of the Contract shall be prepared by ATTORNEY (incorporating elements and exhibits customarily initially drafted by other advisors or team members). In follow-up sessions to the initial risk management exercise, ATTORNEY shall provide support to identify ways to mitigate risk in the Contract and shall provide input to allocate any remaining risks to the party best able to handle each element of risk. ATTORNEY will provide input into the content and support coordination of the contents of the Contract with the other elements of the RFP.
- c) Technical Provisions - The TPs are made up of sections divided into administrative, design, and construction requirements of the RFP. This document establishes the scope of work, technical requirements, and interpretation of standards that the design-builder shall follow to successfully deliver the Project. A Task Force approach to identifying the requirements for each technical discipline will be developed. Potential members of the Task Force are ATTORNEY, SBCTA staff, CALTRANS, FHWA, and other consultants representing the technical leads from the preliminary design/pre-development, experienced DB contract authors,

and professional technical writers. Initial drafting of TPs will be led by the professional technical writers, as is customary.

- d) Supporting Documents - The standards for design and construction that SBCTA, City of San Bernardino and others have provided will be assembled and indexed. The technical Task Forces will review industry standards, CALTRANS standards, SBCTA standards, and other related agency standards to confirm their applicability to the Project. During this review, the Task Forces will determine if any modifications are necessary to apply each standard to DB delivery.
- e) Reference Materials - The available data and information that SBCTA, CALTRANS and others have provided as relevant to the Project shall be compiled and organized by SBCTA and the technical Task Forces so that it is made available to the DB teams in preparing their proposals and delivering the Project. This information will be presented in the Reference Materials portion of the RFP.

2.4.4 Client and Agency Reviews - As part of the overall DB procurement process, the ATTORNEY shall meet, as needed, with the Program Manager, SBCTA, CALTRANS and/or FHWA and other relevant agencies and establish a formal review process for all procurement documents including ATCs, Clarifications and Addenda. As part of this formal review process, a secure and confidential site shall be developed and utilized to effectively help in communicating with prospective Reviewers throughout the procurement process.

2.4.5 ATCs, Addenda and Clarifications - ATTORNEY shall support, as necessary, the Program Manager to manage the ATC, Addenda and Clarification components of the procurement process, including the following:

- a) Provide support as required during the confidential one-on-one meetings, including reviewing agendas and minutes prepared by subject matter experts with primary responsibility for ATC reviews. For purposes of calculating the budget for this Agreement, it is assumed that there will be three (3) rounds of ATC Meetings for four (4) anticipated DB teams, for a total of twelve (12) individual meetings occurring in three (3) rounds;
- b) Review, coordination, evaluation and recommendation of any ATCs submitted by the DB teams; and
- c) Management of the responses to RFP questions, clarifications, and preparation of any required addenda. Content for responses to requests for clarification and production of the addenda material will be completed by

the entity that prepared the original document (e.g. responses to Contract questions will be provided by others). Legal review and confirmation that such responses meet applicable laws will be provided by ATTORNEY.

- 2.4.6 Proposal Evaluation and Award – ATTORNEY shall assist in developing a transparent and defensible process to evaluate proposals. ATTORNEY will facilitate a training session with required attendance for all evaluators prior to beginning the evaluation of proposals where the evaluation process and confidentiality requirements shall be clearly communicated. A panel of evaluation process facilitators will oversee the actions of the evaluation team to assure that the process is followed and confidentiality is maintained. Confirmation that the RFP and evaluation processes meet applicable laws will be provided by ATTORNEY.

The ATTORNEY shall assist, as necessary, in the negotiation process, including confirming the DB contract reflects any changes that arise in the negotiations process and final execution of the DB contract. Legal review and confirmation that such negotiations and changes in the DB contract meet applicable laws will be provided by the ATTORNEY.

- 2.5 DB Contract Administration -- After the DB contract is awarded, ATTORNEY shall provide on-call advice to SBCTA regarding contract disputes and claims and contract interpretation throughout the duration of the DB contract, including advice and counsel before the Dispute Resolution Board (DRB). Subject to Section 3.1 of the Contract, such advice and counsel may also include representation of SBCTA in any contract-related litigation or DRB proceedings that may arise during the course of or at the conclusion of the DB contract.

3.0 Agreements

Assist in the preparation of other non-procurement agreements required for the projects, on the basis of templates previously used by SBCTA on an analogous project or, following consultation, templates previously used by ATTORNEY on an analogous project. The agreements will be with various public agencies such as the City of San Bernardino, and governmental entities involved in the Project and such agreements (in addition to those already in place) with BNSF and/or Amtrak as may be required to implement the Project.

4.0 Miscellaneous Information

- 4.1 Services listed above may be reduced or eliminated if the demolition and reconstruction occur under two separate contracts, or if one or more of the project schedules are delayed

beyond the duration of this CONTRACT, provided that procurement of two separate contracts under this CONTRACT or an extension of the schedule under this CONTRACT would be considered an addition to the ATTORNEY's scope

- 4.2 ATTORNEY shall attend meetings and participate in conference calls, related to the Project when requested. For purposes of calculating the budget for this Agreement, it is assumed that there will be no more than 4 rounds of one-on-one meetings (as described above), 2 rounds of meetings with the successful bidder, and other in person meetings with SBCTA and the technical Task Force on average once per month.
- 4.3 Subject to Section 2.5 above, services to support SBCTA to provide monitoring of the CONTRACTOR's performance and compliance with DB contract requirements during the DB period is included in the scope of this Contract.

Minute Action

AGENDA ITEM: 8

Date: May 2, 2018

Subject:

Measure I Valley Freeway Interchange Phasing Program

Recommendation:

Receive a status report on the Measure I Valley Freeway Interchange Phasing Program.

Background:

The Measure I Valley Freeway Interchange Phasing program was adopted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors in December 2016, directing staff to coordinate with local jurisdictions and Caltrans in developing and implementing lower-cost improvements to interchanges in the Valley. The goal is to stretch interchange dollars across as many interchanges as possible, in an effort to derive the greatest benefit to Valley jurisdictions from available Measure I and other sources of funding. Forty million dollars in Measure I funding has been identified in the 2017 10-Year Delivery Plan to support project development and construction for these phases. In recent months, Caltrans has also been reaching out to SBCTA and local jurisdictions to identify projects where some of these and other interchange phases can move forward on a partnership basis using Caltrans State Highway Operations and Protection Program (SHOPP) funds.

The purpose of this agenda item is to encourage Valley jurisdictions to take advantage of the funding opportunity provided by the Board for phased interchange improvements. This also provides an opportunity for SBCTA staff to update the Board regarding the substantial progress made on the overall interchange program, providing additional context for the phasing initiative.

Background of the Valley Freeway Interchange Program

The Freeway Interchange Program was established as one of the Valley subarea programs in Measure I 2010-2040, passed by the voters of San Bernardino County in 2004. The Valley Interchange Program receives 11 percent of Valley subarea Measure I revenue, with additional contributions from new development and other state and federal revenues as indicated by the Measure I 2010-2040 Expenditure Plan.

Key elements of the Valley Freeway Interchange Program include:

- **Interchange Priorities** – The Measure I Strategic Plan includes a section that prioritizes interchanges. The priorities were set through a Board-established methodology that ranked interchanges by their ratio of delay-reduction benefit to cost. Studies directly measuring existing vehicle delay were used as the basis of the benefit calculation.
- **Collaboration** - Strategic Plan policy indicates that local lead agencies are responsible for initiating project development work on interchanges, but provides for ways that SBCTA could assume the role of lead agency. Funding arrangements and sharing of project delivery responsibilities are memorialized in cooperative agreements.
- **Development Contributions** – Measure I 2010-2040 requires new development “*pay its fair share for needed transportation facilities as a result of the development...*” A development mitigation fee program was therefore established by the SBCTA Board

Entity: San Bernardino County Transportation Authority

within one year after the Measure was passed. Each interchange was associated with a “traffic shed,” and the development contribution was scaled to the amount of growth projected for each shed. Jurisdictions collect the fees and must use those as a match to Measure I, State, and/or federal funds. In some cases, the development contribution is shared among two or three jurisdictions that benefit from the improvements, requiring multi-jurisdictional collaboration.

- **Expediting project delivery** – A “Project Advancement” program was authorized by the Board, several years before the flow of new Measure I funds began in April 2010, allowing jurisdictions to front 100% of the funding for project delivery with a commitment to later reimbursement by SBCTA when Measure I funds became available. The reimbursements to the jurisdictions that advanced these projects will be complete this fiscal year. The “Advance Expenditure Program” allows jurisdictions the opportunity to advance additional interchange projects in Tier 2 of the interchange priority list (priorities 11-20), and several jurisdictions have already done so. A loan program has also been instituted to assist jurisdictions with their local matching share if the full local share is not yet available.

Status of the Valley Interchange Program

Much has already been accomplished within the first eight years of Measure I 2010-2040, attributable to the initiative of local jurisdictions, working together with SBCTA and Caltrans. Improvements have been completed on ten of the interchanges in the Valley Interchange Program, and project development is underway for 10 more. The following Valley interchange improvements have been completed (i.e. opened for beneficial use):

- I-10/Cherry Avenue
- I-10/Citrus Avenue
- I-10/Riverside Avenue, Phase I
- I-10/Pepper Avenue
- I-10/Tippecanoe/Anderson Avenues
- I-10/Live Oak Canyon Road
- I-15/Duncan Canyon Road
- I-15/Base Line Road (through the Advance Expenditure Program)
- I-15/Sierra Avenue ramp improvements (through the Advance Expenditure Program)
- SR-60/Euclid Avenue eastbound ramps (through the Advance Expenditure Program)

In 2012, the SBCTA Board directed staff to move forward with further development of the interchanges in the top ten of the interchange priority list contained in the Measure I Strategic Plan, in collaboration with Valley jurisdictions. Substantial progress has been made since that time, and the following projects are in the development stage, listed in priority order, with status highlighted below per the most recent quarterly report from the Project Delivery Department. All of these interchanges are included in the SBCTA 2017 Ten-Year Delivery Plan.

- I-10/Cedar Avenue
 - Environmentally cleared in 2013
 - Currently in final design and right-of-way acquisition
 - Construction anticipated to begin in 2021

- SR-210/Baseline
 - Environmentally cleared with the SR-210 mainline project in December 2016
 - Construction anticipated to begin in September 2019
- SR-60/Central Avenue
 - Project approval and environmental documentation are nearly complete, and final design has begun
 - Construction anticipated to begin in March 2019
- I-10/University Avenue
 - Environmental clearance obtained in February 2017
 - Construction anticipated to begin in late 2018
- I-215/University Avenue
 - The project concept was modified to a Diverging Diamond Interchange (DDI) configuration, and the Project Initiation Document (PID) was approved in October 2016.
 - Environmental clearance is anticipated in October 2018 and construction is scheduled to begin in February 2020.
- I-10/Alabama Street
 - The PID phase was completed in December 2017
 - Construction is anticipated to begin in late 2020
- I-10/Mount Vernon Avenue
 - The PID phase is being completed, with environmental clearance expected in late 2019
 - Construction is expected to begin in 2021
- SR-60/Archibald Avenue
 - Environmental clearance obtained January 2018
 - Construction is anticipated to begin in late 2019
- I-10/Monte Vista Avenue
 - Improvements will be constructed in conjunction with I-10 mainline project
 - Construction anticipated to begin in early 2019
- I-10/Euclid Avenue
 - Improvements will be constructed in conjunction with I-10 mainline project
 - Construction anticipated to begin in early 2019

It should be noted that the Barton Road/I-215 Interchange, currently under construction, is included as part of the I-215 mainline improvement project, not in the Valley interchange program.

Interchange Phasing Opportunity

The interchange phasing strategy targets improvements for the most congested ramps and/or nearby intersections, where feasible. Meetings were held with local jurisdictions to discuss operational issues associated with many of the interchanges evaluated as part of the phasing analysis. An incremental approach was taken to identify specific interchange deficiencies and independently evaluate improvements that could be considered for phased implementation.

Potential interim improvements have been identified for most of the existing interchanges outside the top ten where significant queuing is experienced during the morning or evening peak periods. These improvements were evaluated from a traffic operations perspective, operational benefits for the improvements were quantified, and planning level costs were estimated.

San Bernardino County Transportation Authority

Table 1 shows the list of phased improvements that were approved in the December 2016 Board action. Some interchanges have two or three potential phased improvements (listed as A, B, or C), which ideally would be accomplished jointly, but could also be constructed independently. The cost of all the potential interchange phases combined is approximately \$59 million in 2016 dollars. The Measure I share of these costs was estimated in the range of \$30-35 million in 2016 dollars.

Table 1. Candidate Interchange Phasing Program Improvements

Phase Code	Phase Improvement	Planning-Level Cost Estimate (in \$2016, millions)	2015 Strategic Plan Nexus Study	
			Full Interchange Cost (\$millions)	Fair Share %
SR-60/Grove-A	Widen eastbound off-ramp	\$0.67	\$50.81	48.3%
SR-60/Mountain-B	Add southbound right turn lane at westbound ramps	\$0.33	\$15.00	46.2%
SR-60/Grove-B	Widen westbound off-ramp	\$0.67	\$0.81	48.3%
I-215/Palm-A	Widen northbound right turn ramp	\$0.40	\$11.60	15.8%
SR-210/Waterman-C	Restripe southbound at eastbound ramp & widen eastbound ramp	\$1.05	\$53.80	18.2%
SR-210/Del Rosa-B	Widen eastbound off-ramp	\$0.95	\$38.00	32.8%
SR-60/Mountain-A	Widen westbound off-ramp	\$0.67	\$15.00	46.2%
SR-210/Waterman-A	Add right turn to eastbound off-ramp	\$1.71	\$53.80	18.2%
I-10/Mountain View-B	Widen eastbound off-ramp	\$1.43	\$24.46	37.8%
I-10/Wildwood*	Construct partial interchange, remove rest stop	\$3.00	\$35.00	50.0%
I-10/Mountain View-A	Add side-by-side single left turn lanes	\$1.81	\$24.46	37.8%
I-10/California	Widen eastbound off-ramp	\$0.95	\$44.53	47.8%
SR-60/Euclid-A	Widen eastbound off-ramp	\$0.69	\$6.00	44.5%
SR-210/Del Rosa-A	Dual northbound left turn & widen westbound on-ramp & widen Del Rosa between Date & eastbound ramps	\$2.85	\$38.00	32.8%
SR-60/Ramona-A	Widen eastbound off-ramp	\$0.57	\$30.24	31.3%
SR-60/Grove-C	Northbound & southbound dual left turn lanes	\$7.55	\$50.81	48.3%
I-10/Euclid	Median southbound left turn (& restripe eastbound off-ramp)	\$2.59	\$9.03	17.4%
SR-60/Vineyard-A	Widen eastbound off-ramp	\$0.76	\$50.81	60.3%
SR-60/Vineyard-B	Widen westbound off-ramp	\$0.76	\$50.81	60.3%
I-215/Palm-B	Add westbound left turn pocket	\$1.43	\$11.60	15.8%
SR-210/5th-B	Improve westbound between northbound & southbound intersections	\$2.47	\$8.00	41.9%
SR-210/ Waterman-B	Add 2 nd southbound right turn on Waterman approaching 30 th	\$1.81	\$53.80	18.2%
SR-60/Euclid-B	Add northbound dual left turn at	\$5.12	\$6.00	44.5%

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	westbound ramps & northbound thru lane at eastbound ramps			
SR-210/5th-A	Widen northbound off-ramp	\$1.71	\$8.00	41.9%
SR-60/Euclid-C	Add southbound dual left turn at eastbound ramps	\$4.27	\$6.00	44.5%
SR-60/Ramona-B	Add northbound left turn at westbound on-ramp	\$4.37	\$30.24	31.3%
SR-60 Vineyard-C	Northbound & southbound dual left turns	\$8.08	\$50.81	60.3%
Total		\$58.63	\$370	

Note: * Contingent upon Caltrans and FHWA acceptance for phasing of new interchange

Several jurisdictions have had discussions with SBCTA staff regarding entry into the Interchange Phasing Program, but so far, only one jurisdiction has executed an agreement to receive phasing program funding. In addition, Caltrans and the City of Loma Linda are collaborating on phased ramp improvements for the I-10/Mountain View interchange, similar to those phases listed in Table 1. Staff believes this is an excellent opportunity for jurisdictions to make targeted improvements to congested interchanges, and would encourage jurisdictions to come forward with requests to use the funding designated for the phasing program. Projects can be initiated through a formal letter request to SBCTA and resolution or action by the jurisdiction's governing body.

Strategic Plan Policy 40005, covering the Measure I Valley Freeway Interchange Program, includes guidelines for the phasing program. Some key points include:

- A. Funding is provided on a first-come/first-served basis for allocation of Phasing Program funds.
- B. Local jurisdictions must initiate project development in the Phasing Program through a letter to the SBCTA Executive Director. Formal request letters are necessary so that SBCTA can initiate the required agreements, identify resources and initiate the budgeting of funds.
- C. Project management responsibilities for phased projects are subject to the same policies as for full interchanges.
- D. SBCTA will initiate the development of a cooperative agreement delineating parties' responsibilities with regard to funding and project delivery.
- E. The cost of phased improvements may vary from planning-level costs in the Ten-Year Delivery Plan. The agreement will contain provisions that if costs for a phased improvement increase significantly, the parties reserve the right to make changes in the scope, delay the project, or reconsider the project.
- F. Local jurisdictions must fund their local share of phased interchange improvements according to the fair share percentages listed in Table 1, but loans are available.
- G. Eligibility of phases must satisfy the following criteria:
 - a. Focus on lower-cost projects (i.e. with a total phase cost of less than \$10 million) that address an existing congestion problem and/or provide capacity to accommodate future growth.
 - b. Phases must be part of an ultimate interchange concept and not result in excessive "throw-away" costs.

- c. Recently improved interchanges (ultimate improvements) will not be considered, nor interchanges currently under construction.
- H. Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs.

Financial Impact:

This item has no impact on the Fiscal Year 2017/2018 budget.

Reviewed By:

This item was reviewed at the Board of Directors Metro Valley Study Session on April 12, 2018. The Transportation Technical Advisory Committee and the City/County Managers Technical Advisory Committee have also received recent reports on the status of the Valley Freeway Interchange Program.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: May 2, 2018

Subject:

AB 2766 Mobile Source Reduction Review Committee Signal Synchronization Partnership Program Funding Agreement with the City of Rancho Cucamonga

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Approve Contract 18-1001943 between the San Bernardino County Transportation Authority (SBCTA) and the City of Rancho Cucamonga (City) for funding of traffic signal synchronization in the amount of \$124,810.00, and
- B. Authorize reimbursement of Assembly Bill (AB) 2766 funds to the City for any work conducted under the original contract (Contract 15-1001105 between the City and SBCTA), continuing through the termination date of the new contract (March 26, 2020), including work conducted after the March 3, 2018, expiration date of the original contract.

Background:

This contract follows a previous contract with the City, Contract No. 15-1001105, executed on March 3, 2015, enabling the City to use AB 2766 funding from the South Coast Air Quality Management District (SCAQMD) to support signal coordination and synchronization projects. Due to unforeseen delays in project development and construction by several jurisdictions within the program, including the City, SBCTA made a request to SCAQMD in Fall 2017 for a two-year extension of the contract between SBCTA and SCAQMD so that the cities' projects could be completed and fully reimbursed. This request was granted by SCAQMD. However, the contract modification between SCAQMD and SBCTA was unable to be processed prior to the March 3, 2018 expiration date for Contract 15-1001105. Therefore, SBCTA and the City are required to enter into a new contract with a termination date of March 26, 2020, for reimbursement of project work. In addition, this action requests authorization to reimburse the City for its allocation of AB 2766 funds for any work completed under the original contract, continuing through the termination date of the new contract, including work completed after the expiration of the prior contract. The expiration dates for contracts with the other four cities were later in time, allowing for time extensions that could be processed administratively. Additional background on the AB 2766 funding for these signal projects is provided in the remainder of this Background section.

In September 1990, California AB 2766 was signed into law authorizing a \$4 per vehicle surcharge on annual registration fees, in order to fund the implementation of programs to reduce air pollution from motor vehicles pursuant to air quality plans and provisions of the California Clean Air Act. AB 2766 also provided that a portion of the monies collected by the Department of Motor Vehicles would be distributed to the SCAQMD and shall be deposited by the SCAQMD into a discretionary account (the "Discretionary Fund") to be used to implement or monitor programs to reduce motor vehicle air pollution. To determine which projects should be funded by the Discretionary Fund, AB 2766 called for the creation of the Mobile Source Air Pollution Reduction Review Committee (MSRC), which would develop a Work Program for

Entity: San Bernardino County Transportation Authority

evaluating programs, would evaluate said programs, and would make a final recommendation to the SCAQMD Governing Board as to which programs and/or projects would be funded.

The MSRC has partnered with the County Transportation Commissions (CTCs) on behalf of member cities, counties, and the regional Caltrans District to implement traffic signal coordination, ramp metering, and technology enhancement projects that will improve traffic flow on arterial roadways in the South Coast region. To this end, the SCAQMD has allocated a total of \$5 million in Clean Transportation Funding to the CTCs. Each CTC within the South Coast Air Basin, including SBCTA, was allocated \$1.25 million to support signal coordination projects and synchronization projects. The purpose of this funding opportunity is not to duplicate or displace other available funding sources. The MSRC objective is to partner with SBCTA to accelerate the implementation of projects throughout the region that can improve air quality.

The goals of the MSRC include providing funds that can be used to match other sources of funding, and in doing so, remove potential financial barriers that may exist due to a shortfall in securing a required local match; allowing agencies that sponsor Call for Projects opportunities to potentially spread their funding more broadly as a result of available MSRC funding; and allowing projects that had to be reduced in scope due to funding constraints to be brought back to their originally-intended design. Accordingly, in February 2014, SBCTA released a streamlined Call for Projects for signal coordination and synchronization projects for San Bernardino County jurisdictions that fall within the South Coast Air Basin which generally includes the Valley and some mountain communities.

SBCTA received fourteen (14) applications from nine (9) jurisdictions requesting \$3.1 million in MSRC funding. The project applications were ranked with equal weighting on the following four criteria: level of potential air quality/related benefits, traffic flow benefits, amount of local match as a percentage of total project cost, and local/regional importance. The evaluation panel included SBCTA staff from Planning, Project Delivery, and Fund Administration and Programming. Based on application rankings, a total of \$1,250,000 was awarded to seven (7) projects within the cities of Yucaipa, Highland, Chino, Ontario, Colton and Rancho Cucamonga. As sufficient funding was not available to fully fund the originally proposed Rancho Cucamonga project after fully funding higher ranked projects, SBCTA coordination with the city resulted in a scaled back project to take advantage of the remaining MSRC funds.

Projects implemented with Clean Transportation Funding are required to focus on air quality improvement-oriented traffic signal coordination projects. Eligible traffic signal coordination and synchronization project categories include, but are not limited to, Arterial Corridor Traffic Signal Coordination within a Single Jurisdiction, Multi-Jurisdictional Traffic Signal Coordination, including Regional Programs, Coordination of Adjacent Intersection Traffic Signals with Caltrans' Freeway Onramp Metering (adaptive onramp metering), Expansion and Limited Upgrades to Existing Traffic Management/Operations Centers. Other project categories are potentially eligible if shown to offer meaningful air quality benefits. Projects selected to receive MSRC Clean Transportation Funding must be implemented within forty-eight (48) months.

Board of Directors Agenda Item
 May 2, 2018
 Page 3

There are certain administrative and fiscal responsibilities associated with receiving MSRC Funds. MSRC funding requirements include submitting progress reports and a final report following project completion. The purpose of this agreement is to identify the roles and responsibilities of SCAQMD, SBCTA, and the City of Rancho Cucamonga with regards to MSRC funding.

Financial Impact:

This item is consistent with the adopted SBCTA Fiscal Year 2017/2018 budget under Task No. 0404. The funding source is Clean Transportation Funding by the South Coast Air Quality Management District Mobile Source Pollution Reduction Review Committee.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 11, 2018. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Steve Smith, Director of Planning

Approved
 Board of Directors
 Date: May 2, 2018

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 18-1001943 Amendment No.: _____ Vendor No.: 01755
 Vendor/Customer Name: City of Rancho Cucamonga Sole Source? Yes No
 Description: AB2766 MSRC Signal Synchronization Partnership Program
 Start Date: 03/04/2018 Expiration Date: 03/26/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 124,810.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 124,810.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 124,810.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 05/02/2018
 Board of Directors Action: Approve agreement 18-1001943

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Cameron Brown

Attachment: Contract Summary Sheet (4689 : MSRC Funding Agreement - City of Rancho Cucamonga)

SBCTA CONTRACT NO: 18-1001943
by and between
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and
THE CITY OF RANCHO CUCAMONGA
for
AB 2766 Mobile Source Reduction Review Committee (MSRC) Signal Synchronization
Partnership Program

AB 2766/MSRC SIGNAL SYNCHRONIZATION PARTNERSHIP PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the San Bernardino County Transportation Authority (hereinafter referred to as "SBCTA") whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino California 92410-1715, and the City of Rancho Cucamonga (hereinafter referred to as "JURISDICTION") whose address is 10500 Civic Center Drive, Rancho Cucamonga California 91730.
2. **RECITALS**
 - A. The South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of San Bernardino County in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SBCTA's Governing Board, SBCTA authorized this Contract with JURISDICTION for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. JURISDICTION has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in JURISDICTION's Signal Synchronization Partnership Program Application/Proposal dated April, 2014.
 - F. JURISDICTION is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - JURISDICTION acknowledges that SCAQMD and SBCTA cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. JURISDICTION further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD and SBCTA assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION

- A. JURISDICTION shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by JURISDICTION were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. JURISDICTION agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall JURISDICTION be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through JURISDICTION'S audit staff.
- C. If an amount is found to be inappropriately expended, SCAQMD and/or SBCTA may withhold funding, or seek reimbursement, from JURISDICTION in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's or SBCTA's sole remedy and shall not relieve JURISDICTION of its obligation to perform under the terms of this Contract.

5. TERM - The term of this Contract is from March 4, 2018 through March 26, 2020, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at JURISDICTION's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.

6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of JURISDICTION and their executors, administrators, successors, and assigns.

7. STATEMENT OF WORK – JURISDICTION is responsible for completion of the Statement of Work as defined in Attachment 1 and assumes ownership of deliverables defined in Attachment 1. Future maintenance requirements are the responsibility of JURISDICTION.

8. REPORTING – JURISDICTION shall submit reports to SBCTA as outlined in Attachment 1 – Statement of Work. SBCTA reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

9. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SBCTA reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, JURISDICTION shall, except as and to the extent or directed otherwise by SBCTA, discontinue any Work being performed under this Contract and cancel any of JURISDICTION's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SBCTA. Thereafter, JURISDICTION shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SBCTA.

- C. JURISDICTION shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, JURISDICTION shall promptly deliver to SBCTA all copies of documents and other information and data prepared or developed by JURISDICTION under this Contract with the exception of a record copy of such materials, which may be retained by JURISDICTION.
10. STOP WORK - SBCTA may, at any time, by written notice to JURISDICTION, require JURISDICTION to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, JURISDICTION shall immediately take all necessary steps to comply with the order. JURISDICTION shall resume the work only upon receipt of written instructions from SBCTA cancelling the stop work order. JURISDICTION agrees and understands that JURISDICTION will not be paid for performing work while the stop work order is in effect, unless SBCTA agrees to do so in its written cancellation of the stop work order.
11. INSURANCE – Prior to commencing Work under the Contract, and at all times during the term of the Contract, JURISDICTION shall procure and maintain the following insurance coverage either through policies provided by insurance carriers authorized and admitted to do business in California with current A.M. Best ratings of A-VII or better, or through self-insurance in accordance with applicable provisions of California law. JURISDICTION shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by SBCTA below. The evidence of such insurance coverage shall be sent to: SBCTA, 1170 W. 3rd Street, 2nd Floor, San Bernardino CA 92410-1715, Attention: Jeffery Hill, Procurement Manager. **The SBCTA Contract Number must be included on the face of the certificate.** If JURISDICTION fails to maintain the required insurance coverage, SBCTA reserves the right to terminate the Contract or purchase such additional insurance and bill JURISDICTION or deduct the cost thereof from any payments owed to JURISDICTION. Minimum insurance coverages are as follows:
- A. Worker's compensation insurance in accordance with California's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
 - D. All policies, except those for Workers' Compensation Insurance shall name SBCTA and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds").
 - E. To the fullest extent permitted by law, JURISDICTION hereby waives all rights of recovery under subrogation against Additional Insureds, and any other contractor, subcontractor, performing work or rendering services on behalf of SBCTA in connection with the Work. JURISDICTION shall require similar written express waivers and insurance clauses from each of its contractors and subcontractors of every tier. JURISDICTION shall require all of the policies and coverages required above to waive all rights of subrogation against the Additional Insureds and Indemnitees.

12. INDEMNIFICATION - JURISDICTION agrees to hold harmless, defend and indemnify SBCTA, its officers, employees, agents, representatives, and successors-in-interest ("Indemnitees") against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, and any other costs and expenses arising from or related to any third party claim against Indemnitees that arise from or relate to in whole or in part, any actual or alleged act or omission of JURISDICTION, its employees, subcontractors, agents or representatives in the performance of this Contract.
13. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the JURISDICTION's decision. SBCTA does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, SBCTA will not be financially responsible, or otherwise liable, for the installation or performance of equipment.
14. PAYMENT
- A. SBCTA shall reimburse JURISDICTION up to a total amount of One Hundred Twenty Four Thousand, Eight Hundred Ten Dollars (\$124,810) in accordance with Attachment 2 – Payment Schedule.
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, JURISDICTION's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
 - C. JURISDICTION shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to Five Thousand Dollars (\$5,000) upon prior written approval from SBCTA's Program Manager. SBCTA's Program Manager is the Director of Planning, or his designee. Reallocation of costs in excess of Five Thousand Dollars (\$5,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
 - D. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SBCTA to JURISDICTION after approval by SBCTA of an itemized invoice prepared and furnished by JURISDICTION, and approval of invoice and receipt of invoiced funds from SCAQMD.
 - E. An invoice submitted to SBCTA for payment must be prepared in duplicate, on company letterhead, and list SBCTA's contract number, period covered by invoice, and JURISDICTION's social security number or Employer Identification Number and submitted to:

San Bernardino County Transportation Authority
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715
 Attn: Vanessa Schoenewald, Transportation Programming Analyst

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by JURISDICTION. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by JURISDICTION).
2. SBCTA shall pay JURISDICTION for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SBCTA in writing.

3. JURISDICTION's failure to provide receipts shall be grounds for SBCTA's non-reimbursement of such charges. JURISDICTION may reduce payments on invoices by those charges for which receipts were not provided.
 4. JURISDICTION must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
15. COMPLIANCE WITH APPLICABLE LAWS - JURISDICTION agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. JURISDICTION must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. JURISDICTION shall ensure that the provisions of this clause are included in all subcontracts.
16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. JURISDICTION has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB 2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. JURISDICTION would then receive the balance of the MSERCs not associated with AB 2766 funding.
17. NOTICES - All notices that are required or that may be given under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SBCTA:
 San Bernardino County Transportation Authority
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715
 Attn: Cameron Brown, Senior Planner, email: cbrown@gosbcta.com

JURISDICTION:
 City of Rancho Cucamonga
 10500 Civic Center Drive
 Rancho Cucamonga, CA 91730
 Attn: Jason Welday, Director of Engineering Services / City Engineer
 email: Jason.Welday@CityofRC.us

18. INDEPENDENT CONTRACTOR - JURISDICTION is an independent contractor. JURISDICTION, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SBCTA, nor shall JURISDICTION, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SBCTA to its employees. SBCTA will not supervise, direct, or have control over, or be responsible for, JURISDICTION's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with JURISDICTION.
20. NON-DISCRIMINATION - In the performance of this Contract, JURISDICTION shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. JURISDICTION shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
21. CITIZENSHIP AND ALIEN STATUS
 - A. JURISDICTION warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). JURISDICTION shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. JURISDICTION shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, JURISDICTION, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - B. JURISDICTION shall retain such documentation for all covered employees for the period described by law. JURISDICTION shall indemnify, defend, and hold harmless Indemnitees from employer sanctions

and other liability which may be assessed against JURISDICTION or SBCTA, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

22. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by JURISDICTION without the prior written consent of SBCTA, and any attempt by JURISDICTION to do so shall be void upon inception.
- B. JURISDICTION agrees to obtain SBCTA's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. JURISDICTION shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. JURISDICTION is responsible for establishing contact between SBCTA and the Buyer and shall assist SBCTA in facilitating the transfer of this Contract's terms and conditions to the Buyer. JURISDICTION will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SBCTA.

23. NON-EFFECT OF WAIVER - The failure of JURISDICTION or SBCTA to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - JURISDICTION is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

26. FORCE MAJEURE - Neither SBCTA nor JURISDICTION shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SBCTA or JURISDICTION.

27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be San Bernardino County, California.
31. PRE-CONTRACT COSTS - Any costs incurred by JURISDICTION prior to JURISDICTION receipt of a fully executed Contract shall be incurred solely at the risk of the JURISDICTION. In the event that a formal Contract is not executed, neither the MSRC, SCAQMD nor SBCTA shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by JURISDICTION and approved by SBCTA in accordance with SBCTA policies and procedures. JURISDICTION must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. No changes to the terms of this Contract will be approved that are inconsistent with the terms of SBCTA's Contract No. MS14072 with SCAQMD.
33. PREVAILING WAGES - JURISDICTION is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Notwithstanding the preceding sentence, JURISDICTION shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. JURISDICTION shall indemnify, defend and hold harmless the Indemnitees against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
34. RECITALS – The recitals are true and correct and are incorporated into the body of this Contract.
35. ATTACHMENTS – Attachment 1 – Statement of Work and Attachment 2 – Payment Schedule are attached to and incorporated into and made a part of this Contract.
36. ENTIRE CONTRACT - This Contract represents the entire agreement between JURISDICTION and SBCTA. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
37. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind JURISDICTION both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on JURISDICTION.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

City of Rancho Cucamonga

SBCTA

By: _____
John Gillison
City Manager

By: _____
Alan D. Wapner
President, Board of Directors

Date: _____

Date: _____
Date

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: RanchoCucamonga-NewContract-2018 (4689 : MSRC Funding Agreement - City of Rancho Cucamonga)

ATTACHMENT 1

STATEMENT OF WORK

1. Project Elements

Rancho Cucamonga/Caltrans Signals Project: SBCTA is to partner with the City of Rancho Cucamonga and Caltrans to incorporate existing interchange ramps into the existing coordinated City arterials, specifically, the interchange of State Route 210 and Haven Avenue, the interchange of Base Line Road and Interstate 15, and the interchange of Foothill Boulevard and Interstate 15, as shown in Attachment 3.5 – Rancho Cucamonga/Caltrans Signals Locations. Improvements shall include upgrade of existing traffic signal equipment at the interchange ramps and construct a communication path between the ramp, the arterial traffic signals, and the City’s traffic management center (TMC).

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC’s co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SBCTA staff, unless SBCTA staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SBCTA staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Rancho Cucamonga/Caltrans Signals Project	
Obtain Caltrans Approvals	Month 12
Award Construction Contract	Month 17
Construction	Month 27
Final Testing & Acceptance	Month 31
Implement Public Outreach Plan	Month 33
Quarterly Reports	Months 4, 7, 10, 13, 16, 19, 22, 25, and 28
Final Report	Month 34

ATTACHMENT 2
PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Rancho Cucamonga Caltrans Signals Project	\$124,810	\$228,290	\$353,100

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SBCTA. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SBCTA, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.

Minute Action

AGENDA ITEM: 10

Date: May 2, 2018

Subject:

Award Redlands Passenger Rail Project – Construction Management Consultant Services for Rail Maintenance Facility

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Approve Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for a one (1) year, eight (8) month (20 total months) term contract in an amount not-to-exceed \$975,902.72 for Construction Management Services for the Rail Maintenance Facility, to be funded with State Transit Assistance – Population Share funds.
- B. Approve contingency of an amount not-to-exceed \$48,795.14 for Contract No. 18-1001834 and authorize the Executive Director or his designee to release contingency as necessary for the Redlands Passenger Rail Project to be funded with State Transit Assistance – Population Share funds.

Background:

With the San Bernardino County Transportation Authority (SBCTA) Board of Directors identifying the Redlands Passenger Rail Project (RPRP or Project) as one of its priority projects and RPRP having cleared environmental review in March 2015, staff is moving forward with the delivery of the Project. The implementation of a new passenger rail service is very complex; thus, several types of consultants have been identified to assist SBCTA staff in implementing the Project, including program management, main-line final design, right-of-way legal services, rail maintenance facility design, and construction management to support the construction activities of the early utilities relocation, mainline and rail maintenance facility.

SBCTA staff began the process of procuring a Construction Management Consultant for the Rail Maintenance Facility in December 2017 by releasing a Request for Proposals (RFP) No. 18-1001834 and posting a notice on SBCTA's website and via the on-line procurement service PlanetBids.

Firms registered on SBCTA's PlanetBids website were notified of the RFP through an electronic distribution. The solicitation was issued in accordance with SBCTA's procurement policies and procedures for Architectural and Engineering services.

A Pre-Proposal meeting was held on December 20, 2017 and was attended by 15 firms. Addendum No. 1 was issued on December 22, 2017 to include the Pre-Proposal Conference sign-in sheets, Pre-Proposal PowerPoint presentation, redlined changes to the RFP and Scope of Work and the 60% drawings. Addendum No. 2 was issued on January 5, 2018 responding to questions received prior to the submittal deadline.

Two (2) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found both proposals to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

Entity: San Bernardino County Transportation Authority

Evaluation Committee Recommendation Summary:

The Evaluation Committee was comprised of two (2) technical staff persons from SBCTA, one (1) from Railpros, Inc., Program Management Team, and one from Omnitrans, the Rail Operator. Evaluators concluded their individual reviews of the two (2) proposals and convened to review, discuss, and score the proposals on February 5, 2018. At the completion of discussion, the committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the Firm – 30 points; Proposed Staffing and Project Organization - 40 points; Work Plan - 30 points. Interviews were held on February 6, 2018.

The Committee considered both firms qualified to perform the work specified in the RFP. The highest ranked firm, Lockwood, Andrews & Newnam (LAN) is being selected due to their knowledge of the project, experience and staff. Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

As a result of the scoring, the evaluation committee recommends the contract to perform the scope of work as outlined in the RFP 18-1001834 be awarded to LAN. LAN ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. LAN was asked to submit their cost proposal and the fee was negotiated to be \$975,902.72. This is well within the Independent Cost Estimate (ICE) prepared at the time of issuing the RFP.

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2017/2018 adopted budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed and approved this item and the draft contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
 Board of Directors
 Date: May 2, 2018

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 18-1001834 Amendment No.: _____ Vendor No.: 03386
 Vendor/Customer Name: Lockwood, Andrews & Newnam, Inc. Sole Source? Yes No
 Description: Construction Management Services for RPRP Rail Maintenance Facility
 Start Date: 05/02/2018 Expiration Date: 12/31/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 975,902.72	Original Contingency	\$ 48,795.14
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 975,902.72	TOTAL CONTINGENCY VALUE	\$ 48,795.14
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,024,697.86

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 05/02/2018
 Board of Directors Action: Approve Agreement No. 18-1001834

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andres Ramirez

Attachment: 18-1001834 Contract Summary Sheet (4699 : Award RPRP – CMC Services for Rail Maintenance Facility (18-1001834))

ATTACHMENT A - SCOPE OF WORK

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. AVAILABILITY AND WORK HOURS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (“SBCTA”) will utilize the services of a Construction Management Consultant (CMC) to support the construction activities for the Redlands Passenger Rail Project (RPRP) Rail Maintenance Facility. The CMC will provide construction management, and materials testing, support for SBCTA’s Rail Maintenance Facility. A description of the project is given below.

A.1 Redlands Passenger Rail Project

The Redlands Passenger Rail Project (RPRP or project) will be constructed and operated on the rail corridor near and along Interstate 10 (I-10) and is the segment of railroad in San Bernardino County stretching from the Downtown San Bernardino Transit Center (DSBTC) to the University of Redlands. The project is located entirely in the County of San Bernardino and traverses the cities of San Bernardino and Redlands, California. For the RPRP operation, Diesel Multiple Unit (DMU) vehicles will be used for commuting passengers.

The project extends along an existing railroad right-of-way (ROW) owned by SBCTA, commonly referred to as the Redlands Subdivision, and proposes the operation of passenger rail service with five station stops. SBCTA also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, drainage improvements, at-grade roadway crossing and safety improvements, including the implementation of Quiet Zones, passenger stations, and improvements to pedestrian access. The RPRP construction project also involves building a new wayside signal and communications system that includes positive train control (PTC), procuring a fare collection system, and procuring diesel multiple unit (DMU) passenger train sets.

A DMU Storage & Maintenance Facility will be constructed at the Inland Empire Maintenance Facility (IEMF) Facility on West 3rd Street, east of the railroad and west of N Street, in the City of San Bernardino. The design of the DMU Storage and Maintenance Facility will be completed by March 2018 and the construction is scheduled to begin in August 2018.

A.2 Services

Services for this RFP are required for the Construction of the DMU Storage and Maintenance Facility only and are anticipated to generally include, but are not limited to, the following: participation in the evaluation of scheduling of the proposed project; construction project advertising, bid analysis, and award; construction inspection; materials testing; landscape inspection; contractor interface and contract administration; and other assorted duties as appropriate in managing construction of DMU Storage and Maintenance Facility Project.

It is expected that the CMC will assign a full-time Construction Project Manager/Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other inspection personnel may be assigned to direct and coordinate all project-specific field activities and responsibilities as needed for satisfactory performance on the project. Only the Lead Inspector is required to be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the contract. The CMC is expected to provide the necessary

personnel to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services, including close coordination with SBCTA's Program Management Consultant (PMC).

Insofar as the CMC's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each construction phase is left to the discretion of the CMC. The Proposal shall include a staffing plan, an organization chart, and a resource-loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

SBCTA anticipates that the total contract will be approximately 21 months in duration, including preconstruction services, construction phase of 12 months, followed by closeout and commissioning activities.

SBCTA has designated a Project Manager to coordinate all construction activities.

The CMC shall report to and receive direction from SBCTA through the Project Manager, or his/her designees. The SBCTA Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Project Manager will be the main contact and primary source of information between the CMC and other SBCTA consultants working on the Project, third parties, and Project stakeholders.

B.PERFORMANCE REQUIREMENTS

Construction Management: CMC shall furnish a Construction Project Manager/Resident Engineer to coordinate CMC operations with SBCTA. The Construction Project Manager/Resident Engineer shall be responsible for all matters related to CMC personnel and operations. The Construction Project Manager/Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. The Construction Project Manager/Resident Engineer shall be in responsible charge of construction management and construction activity within the project.

The number of CMC personnel assigned to the project will vary throughout the duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the project. SBCTA and CMC will jointly determine the quality and quantity of services that are required by CMC personnel. Personnel selected for assignment by CMC shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CMC personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

Key CMC personnel as identified by the CMC shall not be transferred from the project unless approved in writing by SBCTA. SBCTA shall have the authority to penalize the CMC up to \$25,000 for removal of key CMC staff from the project without prior SBCTA approval.

If CMC personnel are on leave of absence, the Construction Project Manager/Resident Engineer shall provide equally qualified replacement personnel until the assigned personnel returns to the project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CMC personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CMC personnel. The Construction Project Manager/Resident Engineer, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime pre-planned by CMC personnel shall be approved and authorized by SBCTA prior to each occurrence. If extraordinary circumstances require CMC over-time, the time along with an explanation shall be submitted to SBCTA within five (5) working days of the incident.

CMC personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CMC personnel shall cooperate and consult with SBCTA, State, Federal, and City officials during the course of the project. CMC personnel shall perform duties as may be required to assure that construction is being performed in accordance with the project plans and specifications and all appropriate State and Federal rules and regulations. CMC personnel shall keep accurate and timely records and document all work performed by the Contractor and CMC.

CMC shall monitor for Contractor's compliance with the labor standards provisions of the Contract and the related wage determination decisions of the Secretary of Labor.

CMC personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions.

All services required herein shall be performed in accordance with Southern California Regional Rail Authority (SCRRA), California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards.

B.1 Materials Testing & Source Inspection:

The number of field testing and source inspection personnel assigned to the project will vary throughout the duration of the construction contracts. CMC – AASHTO certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractors.

Materials Testing/Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the project. CMC personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain a consistency of material testing/source inspection quality throughout each phase of the project. CMC is therefore encouraged to provide, wherever and whenever possible, the same personnel for the duration of each construction phase

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CMC will not provide services unless authorized by the SBCTA Project Manager.

ASHTO certification documentation of the material testing laboratory shall be submitted to the SBCTA for review and approval.

B.2 Construction Surveying

CMC shall review and provide Quality Assurance of the Contractor's construction surveys for the project. All services required herein shall be performed in accordance with SCRRRA guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

C.DUTIES AND RESPONSIBILITIES

The following scope of work is divided into three phases: Pre-Construction, Construction, and Post-Construction. This generalized scope of work does not list all the CMC responsibilities. CMC shall provide complete and comprehensive construction management services on the project.

C.1 Phase 1 — Pre-Construction Services

Immediately following receipt of the NTP, the CMC shall be directed by SBCTA to complete the following items:

- a. Develop a Construction Management Plan that includes the procedures for the construction management, material testing and Inspections modeled after similar rail maintenance facility (RMF) projects. At a minimum, it should address the control and management of construction related documents, including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA "Project and Construction Management Guidelines"
- b. Participate in risk management sessions to identify and mitigate against construction risk and hazards.
- c. Coordinate with the Program Management Consultant (PMC) to analyze and provide comments on the Primavera CPM Master Project Planning and Construction Overview Schedule detailing phasing and tasks and sub-tasks for the construction of the Rail Maintenance Facility.
- d. Support Bid/Award Process — Assist SBCTA and RMF Design Consultant in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
- e. Assist SBCTA with coordination of the pre-bid meeting. Assist in responses to contractor's questions during the bid period.

- f. Schedule and conduct Pre-construction meeting.
- g. Document existing conditions through digital still photography and submit all photos in digital format to SBCTA prior to start of construction.
- h. Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
- i. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines."
- j. Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
- k. Review project-specific testing requirements to be included in the construction contract documents. These will be utilized to ensure that all job materials and construction activities are being reviewed and tested.
- l. Review contract-specific and overall project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed project ready for revenue service.
- m. Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.
- n. Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
- o. Verify that all required permits, easements, utility relocation agreements, cooperative agreements, and memorandums of understanding (MOU's) are complete and the associated requirements are incorporated into the construction plans and special provisions.
- p. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

C.2 Phase 2—Construction Services

C.2.1 General Requirements

- a. Progress Management:
 - l. Submittals, Nonconformance Reports (NCR), and RFIs: Review for quality and completeness, process and track. The RMF design consultant has a supporting role in

responding to RFIs and reviewing non-conformance reports and reviewing contractor submittals and shop drawings for adherence to design and specifications. Coordinate and transmit RFIs and submittals to the design consultant as directed by SBCTA. Facilitate timely review of these.

- Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
- Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
- Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved CMP procedures. The design consultant will revise design documents as required.
- Track/analyze/report on contractor/subcontractor lien releases.
- Document Control: Adhere to SBCTA procedures and maintain hard copies. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.
- Contractor Insurance: Track policies and renewals, including subcontractors.
- Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SBCTA by obtaining certified payrolls; ensure that DBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel. See Section C.2.8 Prevailing Wage Monitoring for additional requirements.

b. Documents:

1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, accident reports. Observe and document in an incident log contractor's compliance with the project safety plan.
2. Storm Water Pollution Prevention (SWPPP): Track compliance with the project SWPPP and/or Water Quality Control Plan (WQCP). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP, and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season.
3. Review of Traffic Plans (Detours and Lane Closures): Review construction contractor plans, assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino and CALTRANS) and adjacent property owners.

- c. Provide construction related geotechnical services necessary to monitor compliance with contract requirements. It is anticipated that these services will be limited to standard nuclear density testing for compaction at site.
- d. Commissioning and Start-up: complete manufacturer's quality audits, test reports, and safety certifications, and verify as-built drawings and calculations. The CMC shall also coordinate with SBCTA and Omnitrans in implementing both construction phase and commissioning phase testing in achieving acceptance and approval by appropriate agencies and authorities. The CMC shall submit timely reports on problems, progress, and completion of the commissioning and start-up testing to SBCTA. The CMC shall also provide technical assistance to SBCTA and coordinate the interface between construction and operations personnel, and assist SBCTA with obtaining the Project System Safety Certification from the CPUC.
- e. Survey Support (QA/QC) Services: Monitor construction contractor compliance with surveying requirements; perform independent survey checks of track line and grade, building location prior to concrete placement and spot check contractor reference points and control points, when providing above QA survey. (SBCTA provides construction control surveys). The CMC shall include a California licensed surveyor on the CMC team to provide these services. CMC will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense.

C.2.2 Communication

- a. CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SBCTA well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SBCTA and CMC); labor organizations; cities and the County; SCRRA, BNSF, and Omnitrans.
- b. Utility Coordination: Assist construction contractor and coordinate project utility requirements with MDC. Assist SBCTA with coordination with the City of San Bernardino and other utility owners for required utility relocation work. Provide knowledgeable utility field inspectors to oversee utility relocation and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones and work windows, and monitor the overall efforts of construction contractors.
- c. Prepare weekly progress reports to include daily dairies, project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.
- d. Prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current project cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date project costs and forecast project costs by totaling

base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Submit the reports to SBCTA.

- e. The CMC Construction Manager/Resident Engineer shall immediately notify SBCTA of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.
- f. Conferences/Meetings:
 1. Conduct weekly progress meetings, attend contractor daily pre-work and weekly safety meetings.
 2. Assist SBCTA with any third party coordination meetings.
 3. Produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SBCTA. Provide agendas to include the weekly progress report elements.
 4. Prepare, coordinate, facilitate and participate in meetings at the onset of construction and throughout the duration of construction activities with SBCTA, design consultant, construction contractors, and other key project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the RMF Construction project.

C.2.3 Scheduling Control

- a. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
- b. Coordinate with the PMC to expand and maintain the Primavera CPM Master Project Planning and Construction Overview Schedule to include construction contract activities.
- c. Review and approve baseline construction schedules, monthly schedule updates, and 2-week look-ahead schedules submitted by contractor for compliance with the construction contract specifications.
- d. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
- e. Review and approve delay analyses submitted by contractors for change order work.
- f. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

C.2.4 Cost Control/Estimating

- a. Cost Engineering/Estimating: Maintain an up-to-date trend system which identifies all potential cost (and cost of schedule) impacts and forecast to complete.
- b. The CMC is responsible for construction contract administration activities, field review and verification of work in place, review and approval of contractor' payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all-active contract change orders, claims, trends, bid item adjustments, and incurred cost. At the end of each reporting period, CMC will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
- c. Monthly, prepare three-month look ahead Project Staffing Projections to effectively monitor and compare the CMC costs to the original proposed Work Plan and Budget.
- d. The CMC will assist in, or participate in negotiations for, contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
- e. In preparing cost estimates, the CMC will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

C.2.5 Inspection Control

Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SBCTA against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, oversee construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the requirements of the construction documents, and recommend necessary remedial action to SBCTA and the Contractor.

Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment, and materials used.

Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.

Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:

- a. Provide daily inspection and documentation of job related activities. Prepare and maintain thorough daily inspection reports.
- b. Provide continual review of plans and specifications to identify discrepancies, and ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
- c. Provide inspection oversight for utility relocations performed by non-SBCTA contractors.
- d. Coordinate work schedule with contractor for QA testing and surveying.
- e. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
- f. Attend and document contractor tailgate safety meetings.
- g. Observe and enforce safety attire compliance requirements and on-track safety certification.
- h. Confirm accurate measured quantities and review pay estimates submitted by the contractor.
- i. Provide electronic pictorial and video logbook of construction activities.
- j. Report all discrepancies requiring corrective actions to SBCTA.
- k. Meet with contractor to review proposed work and schedule required inspection.
- l. Provide monthly inspection of contractor's As-Built drawings.
- m. Maintain separate As-Built drawings.
- n. Develop "Punch List" items and follow-up with corrective measures.

C.2.6 Material Sampling and Testing

CMC will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.

The CMC shall maintain primary responsibility for verification testing for contract compliance of rail welding, and the final track work inspection, building inspection, civil inspections, structural, architectural, industrial inspections, mechanical, electrical, plumbing inspections, utility inspection, exhaust, and fire life safety. The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the project file.

CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable (ASTM, Caltrans, ACI, AWS, etc.) with field testing capabilities for soil, concrete, asphalt, welding, NDE procedures for metal including rail welding, and materials

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testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to, on-site inspections and sampling, and laboratory materials testing. All test results shall be timely and accurate, so that the contractor's work is not impacted.

C.2.7 Environmental Mitigation Compliance Inspection and Reporting

- a. Follow construction environmental control plan requirements, ensure contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring, and sound management practices.
- b. The CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the design consultant. Additionally, the CMC will notify SBCTA of the need for a briefing and include SBCTA in the briefing.

C.2.8 Prevailing Wage Monitoring

- a. All contracts are subject to Federal and State prevailing wage laws. The CMC shall be responsible for the day-to-day administration of all prevailing wage.
- b. The CMC shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
- c. The CMC shall notify SBCTA of any irregularities in the construction contractors' adherence to prevailing wage requirements. In the event of contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CMC shall prepare written notifications to the Prime Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

C.3 —PHASE 3—POST-CONSTRUCTION SERVICES CONTRACT CLOSEOUT:

1. Perform final inspection and monitor contractors functional testing.
2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, recommend, and transmit O&M Manuals from contractor to SBCTA.
6. Produce and issue relief of maintenance and responsibility letter to contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from contractor to SBCTA.

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8. Coordinate completion of final reproducible record set of drawings.
9. Receive, review and transmit Warranty/Guarantee documents from contractor to SBCTA.
10. Obtain final acceptance from City of San Bernardino, Omnitrans, utility companies, and any other relevant project stakeholders.
11. Produce and issue Final Acceptance to contractor when authorized by SBCTA.
12. Continue claims support if issues are not resolved prior to construction completion.
13. Assess liquidated damages if the contractor exceeds his allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Ensure construction contractor maintains as-builts and coordinate with design consultant. Document and track all design changes. Review final as-built drawings prepared by design consultant to ensure all changes have been incorporated. Verify that all work was completed in conformance with the plans and specifications and provide a letter to SBCTA to this effect.
16. Warranties: Monitor and track warranties.

D. DELIVERABLES

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after acceptance by SBCTA of the completed construction project.
5. All project files, project reports, correspondence, memoranda, shop drawings, project logs, project photo and logs, change order data, claims and claim reports, and Contractor payment records.
6. Certified payrolls and fringe benefit statements for all employees, CMC and Contractor, who are subject to the State and/or Federal prevailing wage rates.
7. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be logged and tracked to closure after re-tests have been shown to comply with specifications. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing

all test results and reports will be maintained by CMC throughout the duration of the RMF project construction and delivered to SBCTA with the project files.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CMC

1. CMC shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CMCs overhead.
2. CMC personnel shall be provided with vehicles suitable for the location and nature of the work involved.
3. CMC personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CMC shall provide a base station at the field office.
4. CMC personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
5. For Materials Testing, CMC and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail, highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") set of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and project authorizations.

G. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor, including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by the construction Contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SBCTA Project Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

H. LIMITATIONS TO AUTHORITY

CMC does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment, except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections, except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractor's Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the RMF Construction project.
8. Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the RPRP, SBCTA has worked closely with various professional CMCs, agencies, and others in the preparation of the construction documents and other project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the project. CMC shall take direction only from SBCTA and shall regularly inform only SBCTA of project progress, outstanding issues, and all project related matters.

During the course of the RMF project, CMC may find occasion to meet with Stakeholders, City or County representatives, the design engineer, project CMCs, or other third parties who have assisted

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with the project. These entities may, from time to time, offer suggestions and/or recommendations regarding the project or elements of the project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CMC shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or CMCs related to the project shall be directed only to SBCTA. Distribution of project-related communication and information shall be at the sole discretion of SBCTA representatives.

J. CONSTRUCTION SITE SAFETY

The overall safety of the Construction site is the responsibility of the Contractor. The CMC will abide by the Contractor's site-specific safety policies. In addition, the following also will apply.

1. CMC will conform to the safety provisions of the SCRRRA Manuals, Rules, and Requirements.
2. CMC's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes (with steel toes within the railroad right of way) always while working in the field.
3. CMC will provide appropriate safety training for all CMC's personnel, including work on and near highways and railroad right-of-way.
4. All safety equipment will be provided by CMC.

Minute Action

AGENDA ITEM: 11

Date: May 2, 2018

Subject:

Mill Creek Zanja Bridge Removal – Approval of a CEQA Categorical Exemption

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Determine that the Zanja Bridge Removal Project is subject to a Categorical Exemption under the California Environmental Quality Act (CEQA), CCR Title 14 Section 15331 (Historical Resource Restoration/Rehabilitation).
- B. Approve the Notice of Exemption, attached as Attachment “A” for filing with the San Bernardino County Clerk and authorize the Director of Transit and Rail Programs to sign the required Notice of Exemption documentation.

Background:

The Mill Creek Zanja Bridge is a dilapidated, non-functioning timber railroad bridge, with a span of approximately 30 feet. The existing bridge crossing is located on the San Bernardino County Transportation Authority (SBCTA) railroad right-of-way near the intersection of Lincoln Street and Sylvan Boulevard in the City of Redlands. The Mill Creek “Zanja” is a historic water conveyance feature listed on the National Register of Historic Places and is designated as a California Historical Landmark.

On September 7, 2016, staff presented three (3) options that included the replacement, retrofit or removal of the existing bridge; the Board directed staff to proceed with the removal option in order to eliminate existing safety concerns. The Mill Creek Zanja Bridge removal project proposes to remove the existing bridge deck, cutting the timber piers at grade (such that they are flush with the channel bed), and abandonment of the existing bridge abutments and pier footings in place. No substantial modification or alteration of the existing channel is proposed.

SBCTA’s environmental consultant has performed a cultural resources analysis for the Mill Creek Zanja Bridge Removal Project (Project) to assist SBCTA in determining the bridge’s historical significance. The analysis concluded that the existing bridge is not eligible for listing in the National Register of Historic Places or California Register of Historic Places. The analysis also confirmed the presence of one archaeological resource within the Project’s Area of Potential Affect (APE), the Mill Creek “Zanja,” which is listed on the National Register of Historic Places. However, based on an assessment of the proposed project activities, including retention of the existing bridge footings and abutments, no adverse effect will occur on the said resource.

SBCTA’s environmental consultant has completed their evaluation of the proposed project improvements and concluded that the Project qualifies for a Class 31 categorical exemption in accordance with CEQA Guidelines CCR Title 14 Section 15331. Projects qualifying for a Class 31 categorical exemption consist of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. In this instance, the partial removal of the bridge would be consistent with the Secretary of the Interior’s Standards in that it would facilitate preservation and conservation of the Mill Creek “Zanja” in its current condition.

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The attached Notice of Exemption, when filed with the San Bernardino County Clerk and State Clearinghouse, would inform the public, state and local agencies of SBCTA's Categorical Exemption determination and would commence a 35-day statute of limitations for challenges to SBCTA's determination as opposed to a 180-day statute of limitations if a Notice of Exemption is not filed.

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2017/2018 adopted budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

San Bernardino County Transportation Authority

Attachment A

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: San Bernardino
222 W. Hospitality Lane, 1st Floor
San Bernardino, Ca 92415-0022

From: (Public Agency): SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

(Address)

Project Title: Mill Creek Zanja Bridge Removal

Project Applicant: San Bernardino County Transportation Authority (SBCTA)

Project Location - Specific:

The project is located in the City of Redlands, CA, south of the intersection of Sylvan Boulevard and North Lincoln Street. The existing bridge structure is located within right-of-way owned by SBCTA.

Project Location - City: Redlands Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:

SBCTA is proposing the partial removal on an existing bridge structure on the Mill Creek Zanja. This would include removal and disposal of the existing bridge deck, cutting the timber piers at grade (such that they are flush with the channel bed), and abandonment of the existing bridge abutments and pier footings in place.

Name of Public Agency Approving Project: San Bernardino County Transportation Authority (SBCTA)

Name of Person or Agency Carrying Out Project: San Bernardino County Transportation Authority (SBCTA)

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 31; Section 15331
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project would result in the removal a dilapidated wooden bridge trestle that crosses the Mill Creek Zanja, which is listed on the National Register and a California Registered Landmark (No. 43). The bridge itself has been determined ineligible for the National Register and its removal would be performed in accordance with the Secretary of Interior's Standards for the Treatment of Historical Properties.

Lead Agency

Contact Person: Carrie Schindler Area Code/Telephone/Extension: 909.884.8276

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Director of Transit and Rail

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

Minute Action

AGENDA ITEM: 12

Date: May 2, 2018

Subject:

Release of RFPs for On-Call Right-of-Way and Legal Services for West Valley Connector and other Transit & Rail Projects

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize release of Request for Proposals No. 18-1001924, for procurement of On-Call Right-of-Way Services, to support the delivery of the West Valley Connector Project and other Transit and Rail projects and programs; and

B. Authorize release of Request for Proposals No. 18-1001925, for procurement of On-Call Right-of-Way Legal Services, to support the delivery of the West Valley Connector Project and other Transit and Rail projects and programs.

Background:

In January 2017, San Bernardino County Transportation Authority (SBCTA) Board and Omnitrans Board approved the transfer of the West Valley Connector (WVC or Project) from Omnitrans to SBCTA, including the transfer of Omnitrans' existing Architectural, Engineering and Final Design Services Contract with Parsons Transportation Group, Inc. (Parsons). Subsequent to the transfer, staff conducted an independent assessment of the Project to review the alternatives considered, project schedule, major risks, design progress, capital costs, phasing, and right-of-way (ROW). In addition, staff reached out to the Cities of Fontana and Rancho Cucamonga regarding their concerns about transit signal prioritization, buses stopping in mixed flow lanes to minimize dwell time, and service frequency. Staff presented the assessment findings at the April 2017 Transit Committee meeting, including six (6) of the alignment alternatives that were previously studied. In May 2017, SBCTA Board directed staff to proceed with completing the environmental clearance of the WVC Branch Alignment as approved by Omnitrans Board of Directors on September 30, 2016. However, due to funding constraints, staff recommended a phased approach to delivery. SBCTA Board approved proceeding with design, right-of-way, and construction with the portion connecting the Downtown Pomona Metrolink Station on the Riverside Line, Ontario International Airport, Rancho Cucamonga Metrolink Station on the San Bernardino Line, and Victoria Gardens, with the understanding a Federal Transit Administration Small Starts Capital Investment Grant is needed to proceed with substantial right-of-way acquisition.

The draft Environmental Impact Report/Environmental Assessment (EIR) examines a no-build alternative in which the existing local service would remain as is, and two (2) build alternatives, Alternative A and Alternative B. Alternative A includes increased frequency, transitioning to 60-foot articulated buses, and 60 side-running stations at 33 locations, with most including sbX-type station improvements, but no dedicated bus-only lanes will be included under this alternative. Alternative B is similar to Alternative A with the exception that it includes a 3.5-mile long dedicated bus-only lane between Benson Avenue and Vine Avenue and between Euclid Avenue and Vineyard Avenue in Ontario, five (5) center-running stations, and 50 side-running stations at 33 locations/major intersections. Should Alternative B be implemented, the 3.5 miles of dedicated lanes could potentially affect 205 properties and require on-call right-of-

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way and legal right-of-way services to assist in the acquisition of right-of-way prior to construction to ensure successful delivery of the WVC Project. In addition, the on-call contract will be utilized by the Transit and Rail Department for on-going right-of-way needs to support other projects.

The intent is to release a Contract Task Order (CTO) scope of work to the prequalified firms requesting proposals to provide the necessary services on an as-needed basis. SBCTA staff will evaluate the proposals and assign the CTO to the firm that best meets the project requirements based on criteria that includes, but is not limited to, schedule, cost, proposed staff experience, expertise, availability, and proven success. Requesting proposals from each prequalified firm maintains the integrity of a competitive process ensuring the best overall value to SBCTA for each CTO.

It is anticipated that the majority of work under this CTO-based contract will be to support the WVC Project; therefore, an initial budget recommended for Request for Proposal (RFP) No. 18-1001924 for On-Call Right-of-Way Services is a not-to-exceed amount of \$5,500,000, and the initial budget recommended for RFP No. 18-1001925 for On-Call Right-of-Way Legal Services is a not-to-exceed amount of \$7,500,000. These amounts are consistent with the WVC Project budget; however, as needs arise from other projects, the services will be funded through the appropriate project budget. Lastly, since the assignment of CTOs will be based on the best response to the scope of work, the RFPs and contracts include language that SBCTA does not guarantee any certain number of CTOs will be issued, nor does it guarantee all firms will receive an equal number of CTOs. Staff requests Board approval to release the RFPs for On-Call Right-of-Way Services and On-call Right-of-Way Legal Services.

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2017/2018 adopted budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the scopes of work.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

ATTACHMENT A – “SCOPE OF WORK”

ON-CALL RIGHT-OF-WAY SERVICES

(RFP No. 18-1001924)

SCOPE OF WORK

San Bernardino County Transportation Authority (“SBCTA”) is issuing this Request for Proposal for a CONSULTANT to provide **ON-CALL RIGHT OF WAY SERVICES** for a period of three (3) years with two (2) one-year options for extension, to be exercised at the sole discretion of SBCTA, on an On-Call basis in support of current and future SBCTA projects, including but not limited to, the West Valley Connector Bus Rapid Transit project.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services, including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT’s work. Depending on the specific project assignment, SBCTA may require additional Project Management services to be performed by CONSULTANT, but typical services anticipated at this time include, but are not limited to, the following:

1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e., Project Development Team (PDT) meetings, Agency coordination meetings, project status meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes, and/or handouts as needed.

2. Administration

Administration shall include the following elements:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City, County, State and federal approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the Federal Transit Administration (FTA) filing guidelines for projects including, or potentially including, federal funds, unless otherwise directed by SBCTA.

3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order (CTO) assignment. As directed by SBCTA, the schedule shall be tailored for project-specific activities as appropriate to track the task assigned in the CTO. In the case of right of way acquisition, it shall include project clearance activities from the initial appraisal phase

through property demolition. Following approval by SBCTA, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SBCTA, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by SBCTA, the schedule and/or Progress Report may require updating more frequently.

On FTA oversight projects, CONSULTANT shall assist SBCTA in the preparation, tracking and monitoring of all Quarterly Reporting Requirements as described in FTA Circular 5010.1D. For all major projects as part of the Project Management Plan (PMP), CONSULTANT shall prepare and update as needed a Real Estate Acquisition Management Plan (RAMP) for approval by SBCTA and FTA.

4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the work product, including, but not limited to, appraisals, maps, reports, plans, studies, estimates, agreements, deeds, agenda reports, exhibits, correspondence, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein and shall follow the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SBCTA. If requested by SBCTA, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

5. Budget Management

Consultant shall manage the budget throughout the term of the Contract Task Order (CTO). Consultant will provide SBCTA updates of the cost to date of the Contract Task Order and its budget for every invoice. An increase in cost or scope needs to be reported to SBCTA and authorized by SBCTA.

6. Right of Way Management Team

On a project by project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator, who may not be replaced without the written consent of SBCTA.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Right of Way Engineering and Surveying services may include, but are not limited to, the following:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey Control Maps, Records Of Survey, Lot Line Adjustments, Subdivision Maps, Parcel Maps, Appraisal Maps, utility potholing information maps, project maps, Legal Descriptions & Plats for specific parcels, Certificates of Compliance as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by SBCTA.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control Maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SBCTA is working in conjunction with FTA or other federal agencies, these maps shall conform to federal guidelines and manuals. In cases where SBCTA is working in conjunction with Caltrans, these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area;
 - Perform site reconnaissance and monument recovery;
 - Establish or reestablish all monumentation required by Federal, State law and local regulations;
 - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act;
 - The preparation, filing and associated fees will be the responsibility of CONSULTANT.

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by SBCTA's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to SBCTA. Final acceptance will occur only after the work product has been determined to conform to this document's scope of work and requirements.

4. All surveying and mapping work affecting the federal or State of California Right of Way at any location, or along any route, shall be in accordance with the applicable federal and/or State law(s), local regulation, and the procedures and instructions contained in the federal manual, and if applicable, the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all work for State-funded projects shall be in accordance with Cal. Government Code 7260. All Right of Way acquisitions by SBCTA with the intent

to ultimately convey such acquisitions to the City or other public entity are considered public entity right of way acquisitions.

5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANT for SBCTA.
6. Deliverables shall generally consist of electronic files of pertinent reports and documents. Any required electronic mapping, Base Map (Hardcopy), Monumentation Map, Appraisal Maps, etc., shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text, or Microsoft Word 2000 or 2003. Completed Record of Survey (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with SBCTA who will request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of Measure I program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial, railroad, open space, public use, and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Right of way appraisal services will comply with the appropriate laws as dictated by the related funding. Such appraisal services may include, but are not limited to, the following:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 *et seq.*), and implemented by 49 CFR Part 24; Chapter 16, of Title 1, Division 7 of the California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25 California Code of Regulations Division 1, Chapter 6, Art 1, Section 6000 *et seq.*); the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 *et seq.*; the Uniform Standards of Professional Appraisal Practice (USPAP); and in some cases, the Uniform Appraisal Standards for Federal Land Acquisitions, where applicable. CONSULTANT must be licensed by the State of California Bureau of Real Estate Appraisers.

2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to AUTHORITY.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, oversight agencies and other consultants, and participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will conclude any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
11. The CONSULTANT must estimate and support the economic rent, state the contract rent and

the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g., taxes, insurance, and maintenance.

12. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), CONSULTANT may be required to coordinate with SBCTA staff and/or consultants for such services as directed by SBCTA. Fees charged by SBCTA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SBCTA.
13. It is the CONSULTANT'S responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated, but not included in the total value of the property.
14. CONSULTANT shall itemize in detail the "improvements pertaining to realty" in accordance with the applicable laws and regulations showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
15. CONSULTANT will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify SBCTA, who will request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
17. It is the CONSULTANT's responsibility to contact SBCTA's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall make the appropriate adjustment to the value conclusion in the appraisal report.

D. APPRAISAL REVIEW SERVICES

Appraisal review services may include, but are not limited to, the following:

1. When required by SBCTA, CONSULTANT shall examine appraisals prepared by the principal appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition, and shall ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24, Chapter 16, of Title 1, Division 7 of the California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25,

California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*, when applicable. CONSULTANT's Appraiser must be licensed by the State of California Bureau of Real Estate Appraisers.

3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, oversight agencies and other consultants, and to participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. CONSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser, should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request a legal opinion.
9. All legal opinions shall be rendered by SBCTA's legal counsel and the appraisal shall be prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall generally be transmitted electronically to SBCTA.
12. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

E. GOODWILL APPRAISAL SERVICES

Goodwill appraisal services may include, but are not limited to, the following:

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with California Code of Civil Procedure sections 1263.510-1263.530 and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California Bureau of Real Estate Appraisers.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to SBCTA.
4. Appraiser may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, or other consultants, and to participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and provisions for compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact SBCTA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SBCTA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
9. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program, other local funds, State and federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following:

1. CONSULTANT shall prepare appraisals in accordance with the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 *et seq.*; the Uniform Standards of Appraisal Practice (USPAP); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and as implemented by 49 CFR Part 24; Chapter 16, of Title 1, Division 7 of the California Government Code; and the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code

of Regulations Div. 1, Ch. 6, Art. 1, Section 6000 et seq.). Appraiser must be licensed by the State of California Bureau of Real Estate Appraisers.

2. Prepare a complete inventory of the assets at the subject business location. This inventory includes a description of the assets, as well as observation of their age and condition.
3. Review documentation pertaining to the assets provided by the business owner or manager, such as invoices and depreciation schedules.
4. Interview business owners and/or managers.
5. Research the marketplace for each of the assets identified on-site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets.
6. Coordinate with other appraisers to avoid duplication of compensation.
7. Apply valuation methods including the Market Approach and Cost Approach to the subject assets.
8. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
9. All reports and deliverables shall generally be transmitted electronically to SBCTA.
10. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, or other consultants, and to participate in office or project site meetings.
11. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters.
12. It is the CONSULTANT's responsibility to contact SBCTA's legal counsel for discussion and/or clarification in identifying personal or real property.
13. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
14. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.
15. Additional Qualifications for appraisal-related services:
 - CONSULTANT shall have a minimum five years' experience as full-time appraiser
 - CONSULTANT shall be a member of a professionally recognized appraisal society or

institute, such as the Appraisal Institute

- CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain
- CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association

G. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY RESEARCH, SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, and COST ESTIMATES

CONSULTANT services may include, but are not limited to, the following:

1. All CONSULTANT work, including but not limited to right of way acquisition and relocation, real property research, searches, identification, and feasibility studies for replacement and mitigation sites, cost estimates, the sale or disposition of excess/surplus real property interests, and any related work shall comply with applicable federal, State and local statutes and regulations, including but not limited to: the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; Chapter 16, of Title 1, Division 7 of the California Government Code; the California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Div. 1, Ch. 6, Art 1, Section 6000 *et seq.*); the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 *et seq.*; the Uniform Standards for Federal Land Acquisitions; the California Public Utilities Code; and the California Streets and Highways Code.
2. CONSULTANT shall establish and maintain complete and current ownership files in a form acceptable to the client.
3. CONSULTANT shall receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
4. CONSULTANT shall prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
5. CONSULTANT shall present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical, and present and secure tenant information statements, as applicable.
6. CONSULTANT shall notify relocation agent of initiation of negotiations within two business days and provide appraisal information, occupant contact information, and tenant information as necessary.
7. CONSULTANT shall follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement

- of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or if settlement or impasse is reached sooner.
8. CONSULTANT shall prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
 9. CONSULTANT shall maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
 10. CONSULTANT shall prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
 11. CONSULTANT shall transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.
 12. On projects involving FTA oversight, CONSULTANT will seek prior approval from FTA for all appraisals in excess of \$500,000, and concurrence from FTA on all administrative settlements that are \$50,000 above the appraisal amount.
 13. In the event condemnation is necessary, CONSULTANT will provide SBCTA's eminent domain counsel with a duplicate copy of the parcel file, including but not limited to, the appraisal, preliminary title report/litigation guarantee, offer to purchase, correspondence, acquisition contract, deed and all other relevant project information.
 14. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
 15. Convert preliminary title reports to litigation guarantees for eminent domain counsel's use.
 16. Provide ongoing support for condemnation activities at the direction of SBCTA's eminent domain counsel, including settlement negotiations and court testimony.
 17. If any legal issues arise during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
 18. CONSULTANT may be required to review right of way acquisition and relocation files of current and past SBCTA projects to ensure compliance with applicable State and/or federal federal regulations.

19. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
20. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), Caltrans, other public entities, railroad entities, and major utility owners.

H. TITLE AND ESCROW SERVICES

Title and Escrow Services may include, but are not limited to, the following:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding SBCTA's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guarantees on all Fee Simple and less than Fee Simple property and property interests as requested by SBCTA.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.
4. CONSULTANT shall provide all additional legal documents required by SBCTA, such as copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that SBCTA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to SBCTA to clear all exceptions stated in the Preliminary Title Reports, unless waived by SBCTA in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval by SBCTA's legal counsel, Escrow Instructions for execution by SBCTA and the grantor(s) or grantee(s). CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to SBCTA and property owners involved in SBCTA-related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents and demand and release of lien/encumbrance documents, and submit the same for approval by SBCTA legal counsel

prior to close of escrow.

11. CONSULTANT shall obtain grantor's Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SBCTA.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from SBCTA and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by SBCTA.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide SBCTA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SBCTA.
16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to SBCTA and other parties to the transaction, together with copies of all documents conveying title to SBCTA, copies of releases of liens and encumbrances, and receipt for payments made on behalf of SBCTA and the other parties to the transaction.
17. At Close of Escrow, unless otherwise agreed to by SBCTA, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring SBCTA's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SBCTA.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of SBCTA transactions.
19. As requested by SBCTA, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SBCTA.
21. CONSULTANT shall assign a Project Manager, a Title Officer and an Escrow Officer to this procurement, which may not be replaced without the written consent of SBCTA.
22. If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by or concurred with by SBCTA's legal counsel.

23. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of Measure I Program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or CONSULTANTS shall be paid directly by SBCTA.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

Services may include, but not be limited to, the following:

1. General Property Management Services

- a) For acquisition-related projects, maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary to lease, license, manage and maintain all property types acquired, including improved and unimproved property interests.
- b) Prepare and administer leases, licenses, rights of entry, and amendments; coordinate with utilities and ensure payment of utilities; secure and maintain vacant properties; perform inspections and weed abatement; remove trespassers; maintain a monthly Property Inventory Report and Rent Roll; prepare and maintain invoicing; perform collections and other responsibilities in conjunction with the management and maintenance of real property interests.
- c) In cases where occupants need to remain in the property prior to relocation in conjunction with a property acquisition, administer temporary lease agreements, which includes rent collection, ensuring payment of utility bills, and maintaining decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
- d) After occupants have been relocated in conjunction with a property acquisition and properties are vacant, CONSULTANT shall coordinate with SBCTA to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
- e) As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (i.e., perform soil testing, environmental clean-up) required for the effective delivery of Measure I Program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

2. Hazardous Material Removal, Demolition and Clearance

- a) Surveys of buildings, containers, etc.

The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents, soils, water, and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on-call team to assist with required environmental assessment and/or site remediation work as directed by SBCTA.

Typical surveys or assessments may include, but not be limited to, inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e., Phase 1, Phase 2)
- Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.
- Soil
- Groundwater

b) Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements, and obtaining all necessary licenses, permits, certification, and other documents needed for the work. No grinding equipment that may expose asbestos-containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, State and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos, and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job, and will be required to provide the SBCTA manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U.S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos-containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed, and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos-containing material or other hazardous waste not noted in the report provided by SBCTA, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c) Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SBCTA's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify SBCTA of the presence of hazardous and/or

toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to SBCTA.

d) Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor who shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U.S. Government, the State of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services thereunder in a manner so as not to endanger the safety of any person or property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refuses to repair the damage promptly, SBCTA may have the necessary work performed and charge the cost to the CONSULTANT.

e) Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations, including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR Part 61 Subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap. Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City/Jurisdiction where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps, and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SBCTA assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the SBCTA.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

f) Workmanship

The workmanship shall be in conformance with the building codes of the State, County, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

g) Coordination of Work with other SBCTA consultants.

As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (i.e., perform soil testing, environmental clean-up) required for the effective delivery of Measure I Program, other local, State, FTA and other federally funded programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

h) Estimated Time of Completion

Precise time frame for completion of work will be specified in the contract task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality Management District (SCAQMD) notification.

J. RELOCATION SERVICES

The CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services may include, but are not limited to, the following:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other relocation planning documents.
3. Identify that sufficient consultants are available to perform the RAP requirements of the project, such that there is adequate time to spend with each displacee to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Maintain communication with project team, including acquisition agents, SBCTA staff, and

- other team members.
5. Attend project coordination meetings.
 6. Act as primary point of contact between displaced persons and businesses while coordinating with acquisition agents, SBCTA staff, and other staff as necessary.
 7. Thoroughly understand the project, its impacts to the owner and tenants, and the need to acquire the property.
 8. Conduct personal, on-site interview with displacee to ascertain relocation housing or business needs and special requirements.
 9. Inform displacee of available relocation assistance services and benefits, and explain relocation process.
 10. Provide displacee with ongoing advisory assistance to minimize hardship, including referrals to, and coordination with, community service resources, public housing, and other services, as necessary.
 11. Prepare and distribute Informational Notices, Notices of Eligibility, 90-Day Notices to Vacate, and other notices and brochures, as may be required, in coordination with SBCTA staff.
 12. Provide written referrals to comparable replacement housing or alternative business locations, and physically assist residential or business occupant in locating replacement properties, including transporting displacee to view replacement sites, if necessary.
 13. Prepare replacement housing/down payment assistance entitlement reports for displacee.
 14. Determine eligibility and proposed amount of relocation benefits, including moving payments and rental/down payment assistance.
 15. Inspect replacement dwellings to determine if they meet decent, safe and sanitary requirements.
 16. Prepare all applicable benefit claim forms, secure claimant's signatures, and submit claim forms to agency staff for processing and payment.
 17. Monitor the move to replacement site, as necessary.
 18. Deliver benefit checks and other appropriate payments to claimant, obtaining signed receipts for such payments.
 19. Maintain necessary case documentation, including case diaries which will be submitted monthly.

20. Verify that all personal property has been removed from the acquired site prior to authorizing the payment of the moving entitlement.
21. Deliver completed relocation assistance files to SBCTA upon completion.
22. Coordinate increase of rental rates with SBCTA and/or FTA staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
23. Perform inspections of the real property just prior to or at the close of escrow to determine if the acquired items of realty are still on-site, and explain to the displacees who will remain in occupancy that they are responsible for maintenance of the property until they vacate.
6. Describe grace period, if any, for businesses with rental agreement.

K. PROPERTY DISPOSITION

CONSULTANT shall assist SBCTA in the sale and disposition of property declared as excess land in accordance with California Government Code Sections 54220 *et seq.*

1. Following determination by SBCTA that the property(ies) is excess land, CONSULTANT shall assist SBCTA with the 60-day public agency notification period for City and County agencies within the jurisdiction of the parcels for their specific, limited uses. CONSULTANT will prepare the agreement documents, coordinate the transaction with the parties and facilitate the closing of escrow. If no interest is expressed, the excess land will be offered on the open market.
2. In preparation for sale at the appropriate time, CONSULTANT will ensure that a new legal description is prepared for each remnant parcel, that the value has been determined by an appraisal, and that SBCTA has the ability to convey clear title to the excess land.
3. CONSULTANT will assist with advertising in trade magazines, provide on-site marketing signs, and perform site inspections prior to the auction for potential bidders. CONSULTANT will also provide an auctioneer and scribe, or an agent to open bids and record information if the auction is by sealed bid.
4. CONSULTANT will obtain a pre-approval letter and an earnest deposit from each bidder to be placed in an escrow account.
5. CONSULTANT will prepare Purchase Agreement, Bid Packages and Parcel Information Sheets. CONSULTANT will keep track of who has requested information and mail out information as appropriate to potential bidders.
6. CONSULTANT will prepare the necessary SBCTA Board of Directors resolutions authorizing the sale of the properties and approving the terms and conditions.

7. CONSULTANT will submit all documents to escrow and ensure that the transactions close.

L. RIGHT OF WAY CERTIFICATION

SBCTA intends to self-certify the West Valley Connector project by having a Right of Way Certification prepared and completed in a format similar to the Caltrans Right of Way Manual. CONSULTANT shall prepare Certification Package from the files and documents necessary to complete the Right of Way Certification for SBCTA's review.

M. UTILITY RELOCATION COORDINATION

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with local, State, and federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and other public agencies, and utility companies, California Streets and Highways Code, and statutes relating to the FTA and Caltrans. Services may include, but are not limited to, the following:

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate "avoidance" and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FTA or FHWA Request for Authorization packages, FTA or FHWA approval of Utility Agreements, portions of the Right of Way Data Sheets, portions of the R/W Certification document, where applicable.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.
9. Represent SBCTA at meetings with utility companies.

N. RAILROAD COORDINATION

On an as-needed basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of SBCTA, Caltrans, FTA, County and/or cities. Services may include, but are not limited to, the following:

1. Coordinate with PM, SBCTA, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

O. SBCTA STAFF AUGMENTATION

SBCTA staffing needs fluctuate and, depending on the workload, CONSULTANT may be asked to provide on-site staff augmentation at SBCTA premises.

ATTACHMENT A – “SCOPE OF WORK”

**ON-CALL LEGAL SERVICES FOR RIGHT-OF-WAY
(RFP No. 18-1001925)**

SCOPE OF WORK

San Bernardino County Transportation Authority (“SBCTA”) is issuing this Request for Proposals for a CONSULTANT to provide **ON-CALL LEGAL SERVICES FOR RIGHT-OF-WAY** for a period of three (3) years with two (2) one-year options for extension, to be exercised at the sole discretion of SBCTA, on an On-Call basis in support of current and future SBCTA projects performed by the Transit & Rail Department, including but not limited to, the West Valley Connector Bus Rapid Transit project.

Such services may include, but are not limited to, the following:

A. LEGAL SERVICES IN SUPPORT OF RIGHT OF WAY ACQUISITIONS FOR THE WEST VALLEY CONNECTOR BUS RAPID TRANSIT PROJECT

The legal services to be provided to SBCTA concerning the right-of-way acquisition related to the West Valley Connector Bus Rapid Transit Project are to include all customary, necessary and/or desirable services related to negotiated purchases and/or eminent domain proceedings, and the sale or exchange of excess/surplus remnant parcels, at the direction of and coordinated with SBCTA’s General Counsel. SBCTA reserves the right to engage other firms or attorneys to perform the same or similar work for the West Valley Connector right of way acquisitions, and therefore the services shall also include full professional cooperation and coordination with such other firms or attorneys, if any. The legal services may include, but shall not be limited to, any or all of the following:

- Review of property titles of potential or actual real property interests required or potentially needed to be sold or exchanged for the project (or to be available to answer questions) with staff, right of way consultants, and appraiser before appraisal takes place, to address any legal issues that the appraiser might have – e.g., valid easements, title issues;
- Review appraisal and legal descriptions provided by right-of-way/design consultant, when finished, and appraisals regarding the sale of excess/surplus parcels;
- Review, prepare, and present SBCTA Board items to request approval of appraisals and authorize purchase of required real property interests and sale of excess/surplus remnant parcels, and attend other SBCTA Board meetings as requested by staff;
- Review Real Estate Acquisition Management Plans (RAMP) and relocation plans, and provide assistance with related issues, if requested.
- Prepare templates for offers, purchase and sale agreements, deeds, easements, rights of entry, possession and use agreements, administrative settlement memos, and other documents that may be required for the project;
- Review offers to be made to property owners, assist right-of-way/design consultant(s) with property negotiations for acquisitions and sale of excess/surplus remnant parcels, as requested;
- Attend monthly project meetings, and other meetings as requested;
- Review and approve as to form all purchase and sale documents, deeds, easements, possession and use documents, and right-of-entry and permit documents required for acquisition of the required real property interests and the sale of excess/surplus remnant

- parcels.
- If needed, prepare Resolution(s) of Necessity and any supporting documents required for said Resolution(s);
 - If needed, review, prepare, and present materials to SBCTA's Board for all hearings on Resolution(s) of Necessity;
 - If needed, prepare eminent domain complaint and all necessary documents to obtain prejudgment possession;
 - If needed, litigate and conduct trial for any portion of the right-of-way acquisition process that occurs within the court system, including but not limited to right-to-take challenges, stipulated orders for possession/judgment, and determination of compensation;
 - Provide overview of and general advice regarding property acquisition and sale (excess/surplus remnant parcels) procedures, and ensure compliance with the federal and State acquisition law, regulations and guidelines;
 - Prepare and present support materials to SBCTA's Board of Directors' meetings (closed and open sessions) for acquisitions and the sale of excess/surplus remnant parcels;
 - Prepare or review any contracts and conveyance documents that may be required to ensure that all necessary right-of-way has been acquired and sold (excess surplus remnants), and is ready and useable for the purposes of the West Valley Connector project, including but not limited to, contracts with property owners, tenants, other private individuals and entities, local jurisdictions such as cities, the County of San Bernardino, public utility agencies, California Department of Transportation (Caltrans), Federal Transit Administration (FTA), BNSF Railway, Union Pacific Railroad, Southern California Regional Rail Authority (SCRRA or Metrolink), private utility companies, and other State and federal agencies;
 - Progress reporting; and,
 - Such other matters as may be assigned by SBCTA or its General Counsel.

B. ON-CALL LEGAL SERVICES FOR ALL OTHER PROJECTS

SBCTA Transit & Rail Department is responsible for many projects in conjunction with the railroad right-of-way it owns and manages throughout San Bernardino County. As a result, a wide variety of legal services are required on an on-call basis. The on-call legal services will include, but not be limited to, the following services:

- Prepare or review any contracts and conveyance documents that may be required to ensure that all necessary right-of-way has been acquired and sold (excess surplus remnants), and is ready and useable for the purposes of any given project, including but not limited to, contracts with property owners, tenants, other private individuals and entities, local jurisdictions such as cities and the County of San Bernardino, public utility agencies, California Department of Transportation (Caltrans), Federal Transit Administration (FTA), BNSF Railway, Union Pacific Railroad, Southern California Regional Rail Authority (SCRRA or Metrolink), private utility companies, and other State and federal agencies;
- Title research and support, including the ordering and review of title reports;
- Leasing, licensing, rights of entry, various permits, estoppels, cooperative agreements, memorandums of understandings with various public entities, utility companies and

- private entities, and other agreements/documents as requested;
- Property management related services, including but not limited to, legal counsel on interpretation and enforcement of agreements, encroachments, property research, disputes, potential litigation, and litigation;
 - Prepare and present support materials to SBCTA's Board of Directors' meetings (closed and open sessions) as requested;
 - Represent SBCTA in property rights disputes, including but not limited to, title perfection and quiet title;
 - Attend monthly project meetings, and other meetings as requested;
 - Progress reporting;
 - Risk assessment; and
 - Such other matters as may be assigned by SBCTA or its General Counsel.

Minute Action

AGENDA ITEM: 13

Date: May 2, 2018

Subject:

State and Federal Legislative Update

Recommendation:

Receive and file the April 2018 State and Federal Legislative Update.

Background:

STATE UPDATE

Positions Taken on State Legislation

As reported to the April General Policy Committee, the Legislative Ad Hoc Committee has taken positions on the following bills:

AB 2417 by Assemblyman Freddie Rodriguez – OPPOSE UNLESS AMENDED

Current law creates the Metro Gold Line Foothill Extension Construction Authority, governed by a board of 5 voting members and 3 nonvoting members including San Bernardino County Transportation Authority (SBCTA), for purposes relating to the development of a light rail project extending from the City of Los Angeles to the City of Montclair. This bill would increase the voting members of the board to 6 by adding one voting member appointed by the City of Montclair.

SBCTA is requesting the author to amend AB 2417 to also change SBCTA’s ex-officio status on the Gold Line Construction Authority Board to full voting member.

The author fails to acknowledge the significant capital investment, a commitment in excess of \$78 million, that will be made by San Bernardino County taxpayers through Measure I funds, as well as ongoing operational expenses in excess of \$3 million per year, which reasonably necessitates SBCTA have a vote on the Gold Line Board.

In addition, AB 2417 runs counter to SBCTA’s approved legislative platform which states that the agency will support efforts to ensure the SBCTA has decision making authority over transportation projects that are constructed and operated in San Bernardino County.

SB 1119 by Senator Josh Newman - SUPPORT

The State’s Low Carbon Transit Operations Program (LCTOP) was created “to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.” Currently, the law specifies that transit agencies that serve disadvantaged communities must spend at least 50% of the funding received on specified projects or services that benefit disadvantaged communities.

SB 1119 would allow transit agencies to meet the 50% requirement by expending at least 50% of program funds received on transit fare subsidies, specified transit connections, or technology improvements that reduce emissions of greenhouse gases, including zero-emission buses and fueling infrastructure.

Expanding the options to meet the 50% disadvantaged communities requirement would enhance transit operator’s, such as Omnitrans, ability to utilize LCTOP funds and increase transit access to more individuals.

Entity: San Bernardino County Transportation Authority

SBCTA supports efforts to ensure appropriate funding for a growing bus and rail system in Southern California with equitable distribution of funds and flexibility in the administration of the programs. This bill is firmly in line with this view.

Legislative Tracking

Attachment A is a list of support and oppose positions taken by San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCOG) on state and federal legislation.

Attachment B reflects bills of interest for SBCTA / SBCOG.

FEDERAL UPDATE

Fiscal Year 2018 Omnibus Spending Package

On March 23rd, Congress passed a \$1.3 trillion Fiscal Year (FY) 2018 Omnibus spending package avoiding a government shutdown.

The FY 2018 spending bill includes \$86.9 billion for the Department of Transportation, a \$8.7 billion increase over FY 2017.

Funding for the Department of Transportation and some *possible impacts for SBCTA* include:

Highways: \$47.5 billion for the Federal Highway Administration (FHWA), a \$2.18 billion increase over FY 2017 funding.

- Does not rescind any federal-aid highway contract authority.
Benefits SBCTA as the agency has reserved STP (Surface Transportation Program) and CMAQ (Congestion Mitigation and Air Quality Improvement Program) for RPRP and I-10 Corridor Projects.
- \$44.234 billion from the Highway Trust Fund for the Federal-Aid Highways Program, consistent with the Fixing America's Surface Transportation (FAST) Act authorization and a \$968 million increase over FY 2017 funding.
SBCTA will receive an annual allocation from CMAQ and STP funding at levels as stated in the FAST ACT (estimated at \$29 million and \$27 million respectively).
- \$1.98 billion for Surface Transportation Block Grant Program (STBG)
The increase in apportionment could mean an additional \$4-\$5 million for SBCTA from the STP fund.
- Allows states to reprogram "dead earmarks" (earmarks that are 10 year old with less than 10% of the available funding obligated)
Positive for SBCTA and San Bernardino County agencies whom as a collective group have reprogrammed \$19 million through similar provisions in FY16 & FY17 that would have otherwise been unusable.

Transportation Investment Generating Economic Recovery (TIGER): \$1.5 billion for Transportation Investment Generating Economic (TIGER) grants, which is \$1 billion more than the FY 2017 funding. *SBCTA received \$8.7 million in funding for RPRP in 2016 from TIGER.*

- Provides up to \$15 million for planning grants, with no minimum grant size.
- Maximum discretionary grant size remains \$25 million, and minimum grant size remains \$5 million.
- Maximum TIGER share of a project cost is still 80 percent.
- 30 percent of the money for rural areas with a minimum grant size of \$1 million and the maximum federal share is 100 percent.

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- The maximum amount given to any one state is still 10 percent of the total, which is \$147.5 million.

Federal Transit Administration (FTA): \$13.5 billion for the FTA, a \$1 billion increase from the FY17 level.

- \$2.64 billion for Capital Investment Grants (CIG), a \$232 million increase from the FY 2017 funding, including \$400 million for Small Starts projects.
SBCTA will be pursuing a Small Starts grant for the West Valley Connector Project.
- The bill provides the FAST Act authorized \$9.733 billion for transit formula grants from the Highway Trust Fund plus an additional \$834 million from the General Treasury Fund for transit infrastructure grants.
 - \$400 million for State of Good Repair
Based on the FAST Act allocations this represents a 15% increase and could mean an additional \$1-\$2 million for Metrolink rehab and preventative maintenance.
 - \$209 million for Buses - Formula
Based on the FAST Act allocations this represents a 47% increase and could mean an additional \$800,000 for Omnitrans and \$300,000 for VVTA. (estimates)
 - \$161 million for Buses - Discretionary
This is a competitive program but will be important as operators begin to replace buses that have reached their useful life with the new electrification requirements
 - \$29 million for Buses - Low/No Emission
This is a competitive program but will be important as operators begin to implement the new electrification requirements

Federal Railroad Administration (FRA): \$3.1 billion for the FRA, \$1.24 billion increase over FY 2017 funding.

- \$1.94 billion for Amtrak, a \$446 million increase over the FY 2017 enacted funding.
- \$863 million for three new rail grant programs established by the FAST Act
\$593 million for Consolidated Rail Infrastructure and Safety Improvements (CRISI) which SBCTA/Metrolink can pursue for double tracking projects
- \$25 million for Railroad Rehabilitation & Improvement Financing (RRIF)
SBCTA/Metrolink could pursue for various rehabilitation projects. It is a limited dollar amount for a complex federal financing program.

Federal Aviation Administration (FAA): \$18 billion for the FAA, a \$1.59 billion increase over the FY 2017 funding.

- Six month extension of the FAA authorization bill.
- Includes full funding for all air traffic control personnel.
- \$3.35 billion from the FAA for the Airport Improvement Program (AIP) plus an additional \$1 billion from the Treasury General Fund.
This funding is available for Airports in San Bernardino County.
- \$1.3 billion for NextGen investments, a \$239 million increase over FY 2017 funding.

Federal Motor Carrier Safety Administration (FMCSA): \$845 million for FMCSA, \$201 million increase over FY 2017.

- \$100 million for a new program, Highly Automated Vehicles research and development.

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Financial Impact:

This item has no financial impact on the adopted Fiscal Year 2017/2018 Budget.

Reviewed By:

This item was received by the General Policy Committee on April 11, 2018.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

San Bernardino County Transportation Authority

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - APRIL 2018**

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 28 (Frazier)	Extends Caltrans responsibilities for environmental review and clearance of transportation projects under National Environmental Policy Act (NEPA) that would otherwise be the responsibility of the federal government.	Approved by Governor and Chaptered by Secretary of State. (3/29/17)	Support	12/8/2016
AB 1523 (Oberholte)	SPCTA Sponsored Bill. Would allow use of design-build procurement method on Mt. Vernon Viaduct Project in City of San Bernardino.	Approved by Governor and Chaptered by Secretary of State. (7/31/17)	Sponsor	2/17/2017
AB 278 (Steinorth)	Provides California Environmental Quality Act (CEQA) exemptions for projects on existing infrastructure within an existing right-of-way.	Failed deadline to pass from policy committee. DEAD (1/12/18)	Support	3/1/2017
AB 215 (Rodriguez)	Would appropriate \$30 million from the State General Fund to SBCTA for the purpose of funding the Los Angeles-Pasadena Foothill Gold Line extension of light rail from Los Angeles County Line to the City of Montclair.	Failed deadline to pass from policy committee. DEAD (1/12/18)	Support	3/30/2017
SB 268 (Mendoza)	Would make significant changes to the governance structure of the Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors.	Bill terminated for lack of author.	Oppose	5/8/2017
AB 1113 (Bloom)	Would amend the statutes governing the State Transit Assistance (STA) program to address negative impacts regarding distribution of funds to Regional Transportation Planning Agencies (RTPA) such as SBCTA.	Approved by Governor and Chaptered by Secretary of State. (7/21/17)	Support	6/5/2017

Attachment: Bill position matrix 4-17-18 (4685 : State and Federal Legislative Update)

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - APRIL 2018**

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 649 (Hueso)	Would change permitting of wireless and small cell telecommunications facilities by local governments.	Vetoed by Governor. (10/15/17)	Oppose	6/5/2017
AB 805 (Gonzalez-Fletcher)	Seeks to change the governance and voting structure of the San Diego Association of Governments (SANDAG).	Approved by Governor and Chaptered by secretary of State. (10/13/17)	Oppose	6/12/2017
AB 344 (Melendez)	Would not require a person contesting toll lane violation to pay associated penalty, until after appeal or administrative review process is completed.	Held in Senate Transportation and Housing Committee - Two-year bill. (7/14/17)	Oppose unless amended	6/12/2017
AB 1069 (Low)	Would place regulatory responsibility over taxi cabs with countywide transportation agencies.	Approved by Governor and Chaptered by Secretary of State. (10/13/17)	Oppose	6/29/2017
AB 1759 (McCarty)	Would link distribution of SB 1 formula funds to a city or county's Regional Housing Needs Assessment allocation.	Bill gut and amended and no longer addresses transportation issue. (4/09/18)	Oppose	3/7/2018
AB 1901 (Oberholte)	Would extend to 2023 the exemption from CEQA for transportation projects on existing roadways, that are carried out by cities or counties with populations of less than 100,000.	Approved by Assembly Natural Resources Committee and referred to Assembly Transportation Committee. (4/16/18)	Support	3/7/2018
AB 1905 (Grayson)	Would prohibit a court from staying or enjoining a transportation project that is included in a sustainable communities strategy, has an approved EIR and reduces vehicle miles travelled.	Heard in Assembly Natural Resources Committee with no vote by request of author. (4/16/18)	Support	3/7/2018

Attachment: Bill position matrix 4-17-18 (4685 : State and Federal Legislative Update)

SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
 LEGISLATIVE BILL POSITIONS - APRIL 2018

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 1262 (Newman)	Would remove the limit on number of projects Caltrans can use the SM/GC project delivery method, as well as eliminate the minimum construction costs limitation, as long as department employees are used for design and engineering services.	Referred to Senate Transportation and Housing Committee. (3/01/18)	Support	3/7/2018
AB 2417 (Rodriguez)	Would increase to 6 the voting members of the Metro Gold Line Foothill Extension Construction Authority Board by adding one voting member appointed by the City of Montclair.	Approved by Assembly Local Government Committee and referred to Assembly Appropriations Committee. (4/11/18)	Oppose unless amended	3/24/2018
SB 1119 (Newman)	Would expand the eligible expenditures permitted to transit agencies to meet the 50% disadvantaged communities requirement of the Low Carbon Transit Operations Program (LCTOP).	Approved by Senate Transportation & Housing Committee and referred to Senate Environmental Quality Committee. (4/10/18)	Support	3/24/2018

Attachment: Bill position matrix 4-17-18 (4685 : State and Federal Legislative Update)

Status Report

Wednesday, April 18, 2018

AB 18 Garcia, Eduardo D (Dist. 56) California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities. This bill would enact the California Clean Water Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$3,470,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, coastal protection, and outdoor access for all program.

AB 76 Chau D (Dist. 49) Adult-use marijuana: marketing.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), approved by the voters at the November 8, 2016, statewide general election, regulates the cultivation, distribution, transport, storage, manufacturing, testing, processing, sale, and use of marijuana for nonmedical purposes by people 21 years of age and older. This bill would prohibit an operator, as defined, of an Internet Web site, online service, online application or mobile application from marketing or advertising any marijuana, marijuana product, or marijuana business to a person who is under 21 years of age if the operator has actual knowledge that a person under 21 years of age is using its Internet Web site, online service, online application, or mobile application, and if the marketing or advertising is specifically directed to that person based upon information specific to that person, including, but not limited to, the person's profile, activity, address, or location.

AB 91 Cervantes D (Dist. 60) High-occupancy vehicle lanes.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit, commencing July 1, 2018, a high-occupancy vehicle lane from being established in the County of Riverside, unless that lane is established as a high-occupancy vehicle lane only during the hours of heavy commuter traffic, as determined by the department. The bill would require any existing high-occupancy vehicle lane in the County of Riverside that is not a toll lane to be modified to operate as a high-occupancy lane under those same conditions.

Position: Pending

AB 193 Cervantes D (Dist. 60) Air Quality Improvement Program: Clean Reused Vehicle Rebate Project.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

Would require the State Air Resources Board to establish the Clean Reused Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to provide rebates for the acquisition of an eligible used vehicle, as defined; the replacement or refurbishment of an electric vehicle battery and related components for an eligible used vehicle or a vehicle service contract, as defined, for the battery or related components; or a vehicle service contract to cover unexpected vehicle repairs not covered by the manufacturer’s warranty related to unique problems in eligible used vehicles, as specified.

AB 271 Caballero D (Dist. 30) Property Assessed Clean Energy program.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the county tax collector to direct the county auditor to remove a delinquent installment based on a PACE assessment from the county’s tax rolls, if it arises from a contract entered into on or after January 1, 2018. The bill would require the county tax collector, immediately upon that removal and for each parcel for which the delinquent installment was removed, to provide notice on the tax rolls of the removal. This bill contains other related provisions and other existing laws.

AB 420 Wood D (Dist. 2) Personal income tax: deduction: commercial cannabis activity.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, for each taxable year beginning on and after January 1, 2018, would specifically provide in the Personal Income Tax Law for nonconformity to that federal law disallowing a deduction or credit for business expenses of a trade or business whose activities consist of trafficking specified controlled substances, only for commercial cannabis activity, as defined, authorized under MAUCRSA, thus allowing deduction of business expenses for a cannabis or marijuana trade or business under the Personal Income Tax Law, as provided.

AB 636 Irwin D (Dist. 44) Local streets and roads: expenditure reports.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, with limited exceptions, requires each city and county to submit to the Controller a complete report of expenditures for street and road purposes by October 1 of each year relative to the preceding fiscal year ending on June 30. This bill would instead require the report to be submitted to the Controller within 7 months after the close of the fiscal year adopted by a county, city, or city and county. The bill would make other conforming changes.

AB 697 Fong R (Dist. 34) Tolls: exemption for privately owned emergency ambulances.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the exemption of authorized emergency vehicles, as defined, from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying public agency identification and driven while responding to or returning from an urgent or emergency call. Current law prohibits a person from operating a privately owned emergency ambulance unless licensed by the Department of the California Highway Patrol. This bill would generally modify the exemption to apply to the use of toll facility, as defined, and would expand the exemption, dispute resolution procedures, and agreement provisions to include a privately owned emergency ambulance licensed by the Department of the California Highway Patrol.

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

Position: Pending

AB 1205 Jones-Sawyer D (Dist. 59) Los Angeles County Metropolitan Transportation Authority: contracting.

Location: SENATE T. & H.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House					2nd House						

Current law authorizes the Los Angeles County Metropolitan Transportation Authority (LACMTA) to award contracts under certain circumstances to small business enterprises with respect to work that is set aside for competition among certified small business enterprises, as long as price quotations are obtained by LACMTA from 3 or more small business enterprises, and requires LACMTA to report to the Legislature by December 31, 2017, regarding any contracts awarded in this regard. This bill would instead authorize LACMTA to award contracts in this manner as long as it solicits rather than obtains price quotations from 3 or more small business enterprises. The bill would delete the requirement that LACMTA report to the Legislature regarding contracts awarded to small business enterprises in this regard.

AB 1250 Jones-Sawyer D (Dist. 59) Counties: contracts for personal services.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House					2nd House						

Would establish specific standards for the use of personal services contracts by counties. The bill would allow a county or county agency to contract for personal services currently or customarily performed by employees, as applicable, when specified conditions are met. The bill would exempt certain types of contracts from its provisions, and would exempt a city and county from its provisions. By placing new duties on local government agencies, the bill would impose a state-mandated local program. The bill also would provide that its provisions are severable.

AB 1395 Chu D (Dist. 25) State highways: Department of Transportation: litter cleanup and abatement: report.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House					2nd House						

Would require the Department of Transportation, within its maintenance programs relating to litter cleanup and abatement, to assign the highest priority to litter deposited along state highway segments that carry the highest traffic volumes and the segments found by the department to have the highest incidences of litter and to reallocate existing litter cleanup resources as necessary in order to implement this priority. The bill would also require the department, on or before January 1, 2020, to conduct an assessment of the problem of litter on state highways and to make a specified report to the Legislature on its findings.

AB 1421 Dababneh D (Dist. 0) Railroads: noise and vibration levels.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House					2nd House						

Current law creates the State Department of Public Health with various powers and duties. This bill would require the department to conduct a study to determine the noise and vibration levels associated with all railroad lines in the vicinity of residential areas or schools.

AB 1561 Quirk-Silva D (Dist. 65) Economic development: infrastructure: logistic hubs.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House					2nd House						

Current law requires the Director of the Governor’s Office of Business and Economic Development to provide to

the Legislature, not later than February 1, 2019, a strategy for international trade and investment that includes, as a minimum, specified components. Existing law requires that this strategy include a framework that enables the office to evaluate on an ongoing basis, as appropriate, current workforce, infrastructure, research and development, and other needs of small and large firms, including, among other things, airports. Instead, the strategy would identify the process the Governor’s Office of Business and Economic Development will use to complete that evaluation, and would require that the strategy also evaluate logistic hubs.

AB 1756 Brough R (Dist. 73) Transportation funding.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would repeal the Road Repair and Accountability Act of 2017. This bill contains other related provisions.

AB 1759 McCarty D (Dist. 7) Public trust lands: City of Sacramento.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would grant in trust the Sacramento Waterfront Parcel and the Sand Cove Parcels, as defined, to the City of Sacramento, to be held in trust for the benefit of all the people of the state for public trust purposes, as provided. The bill would authorize the city to use the trust lands for the construction, reconstruction, repair, and maintenance of any transportation, utility, or other infrastructure that is incidental, necessary, or convenient to promote or accommodate uses consistent with the public trust doctrine. The bill would require the city to comply with various requirements regarding the use of the trust lands, including that the city submit a trust lands use plan and a trust land use report to the State Lands Commission.

Position: Oppose

AB 1768 Steinorth R (Dist. 40) The County of San Bernardino: housing authority: middle-income housing projects.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2022, authorizes a housing authority located in the City of San Diego or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project receives gap financing, as defined. Existing law requires any gap financing to be approved by the housing authority’s legislative body, as provided, and requires the housing authority to provide a report to the Legislature, as specified. This bill would authorize a housing authority in the County of San Bernardino, until January 1, 2022, also to develop and finance a middle-income housing project if it receives gap financing.

AB 1778 Holden D (Dist. 41) Transit-Oriented Redevelopment Law of 2018.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Transit-Oriented Redevelopment Law of 2018, would authorize a city or county to propose the formation of a redevelopment agency by adopting a resolution of intention that meets specified requirements, and submitting that resolution to each affected taxing entity and to each owner of land within the district.

AB 1804 Berman D (Dist. 24) California Environmental Quality Act: categorical exemption: infill development.

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

CEQA requires the Office of Planning and Research to prepare and develop, and the Secretary of the Natural Resources Agency to certify and adopt, guidelines for the implementation of CEQA. CEQA requires the guidelines to include a list of classes of projects that have been determined not to have a significant effect on the environment and that are required to be exempt from CEQA (categorical exemption). Current guidelines for the implementation of CEQA exempts from the requirements of CEQA infill development meeting certain requirements, including the requirement that the proposed development occurs within city limits. This bill would revise the above-described categorical exemption to include proposed residential and mixed-use housing projects occurring within an unincorporated area of a county.

AB 1866 Fong R (Dist. 34) Transportation funding.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would create the Traffic Relief and Road Improvement Program to address traffic congestion and deferred maintenance on the state highway system and the local street and road system. The bill would provide for the deposit of various existing sources of revenue in the Traffic Relief and Road Improvement Account, which the bill would create in the State Transportation Fund, including revenues attributable to the sales and use tax on motor vehicles, revenues attributable to automobile and motor vehicle insurance policies from the insurer gross premiums tax, revenues from certain diesel fuel sales and use taxes, revenues from certain vehicle registration fees, and certain miscellaneous State Highway Account revenues.

AB 1901 Obernolte R (Dist. 33) California Environmental Quality Act: exemption: roadway projects.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

CEQA, until January 1, 2020, exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined, if the project or activity is carried out by a city or county with a population of less than 100,000 persons to improve public safety and meets other specified requirements. This bill would extend the above exemption indefinitely.

Position: Support

AB 1905 Grayson D (Dist. 14) Environmental quality: judicial review: transportation projects.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, in an action or proceeding seeking judicial review under the California Environmental Quality Act, prohibit a court from staying or enjoining a transportation project that would reduce total vehicle miles traveled, that is included in a sustainable communities strategy, and for which an environmental impact report has been certified, unless the court makes specified findings.

Position: Support

AB 1969 Salas D (Dist. 32) Transportation funds: transit operators: fare revenues.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law sets forth alternative ways an transit operator may qualify for funding, including a standard under which the allocated moneys do not exceed 50% of the operator’s total operating costs, as specified, or the maintenance by the operator of a specified ratio of fare revenues to operating costs. Existing law generally establishes the required fare revenues to operating cost ratio as 20% in urbanized areas and 10% in nonurbanized areas. This bill would authorize an operator that fails to maintain the generally established ratio described above to request an exemption from the California Transportation Commission, and would require the operator to be granted a temporary exemption while the commission reviews the request.

AB 2034 Kalra D (Dist. 27) Human trafficking: notice.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a business or other establishment that operates an intercity passenger rail, light rail, or bus station, on or before January 1, 2020, to train its new and existing employees who are likely to interact with, or to come into contact with, a victim of human trafficking or who are likely to receive a report from another employee about suspected human trafficking, in recognizing the signs of human trafficking and how to report those signs to the appropriate law enforcement agency, as specified.

AB 2061 Frazier D (Dist. 11) Near-zero-emission and zero-emission vehicles.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law sets specified limits on the total gross weight imposed on the highway by a vehicle with any group of 2 or more consecutive axles. This bill would authorize a near-zero-emission vehicle or a zero-emission vehicle, as defined, to exceed axle, tandem, gross, or bridge formula weight limits, up to a 2,000 pound maximum, by an amount equal to the difference between the weight of the vehicle attributable to the fueling and propulsion system carried by that vehicle and the weight of a comparable diesel fueling and propulsion system.

AB 2065 Ting D (Dist. 19) Local agencies: surplus land.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines “local agency” for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of “local agency” to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land.

AB 2145 Reyes D (Dist. 47) Vehicular air pollution.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would add as eligible projects for the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program those projects that support grid integration and integrated storage solutions and charging management demonstration and analytics. The bill would additionally require the energy commission, as part of the guidance developed for the program, to advise the State Air Resources Board on to how to allocate moneys for vehicle charging infrastructure consistent with the energy commission’s investment plan strategies on charging

infrastructure that is part of the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, Carbon Reduction Act of 2007. The bill instead would require the guidance to promote projects that assist the state in reaching its climate goals beyond 2030.

AB 2225 Limón D (Dist. 37) State government: storing and recording electronic media.

Location: ASSEMBLY P. & C.P.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Secretary of State, in consultation with the Department of Technology, to approve and adopt appropriate uniform statewide standards for the purpose of storing and recording permanent and nonpermanent documents in electronic media, and would require “cloud computing” to be defined by the Department of Technology based on industry-recognized standards, consistent with the intent of the state law.

AB 2249 Cooley D (Dist. 8) Public contracts: local agencies: alternative procedure.

Location: ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize public projects of \$60,000 or less to be performed by the employees of a public agency, authorize public projects of \$200,000 or less to be let to contract by informal procedures, and require public projects of more than \$200,000 to be let to contract by formal bidding procedures.

AB 2272 Mayes R (Dist. 42) State highways: relinquishment.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the California Transportation Commission to relinquish to the City of Palm Springs any portion, or the entirety, of Route 111 within its city limits, upon terms and conditions the commission finds to be in the best interests of the state, if the department and the city enter into an agreement providing for that relinquishment.

AB 2317 Eggman D (Dist. 13) Whistleblower protection: state and local independent contractors.

Location: ASSEMBLY L. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits an employer, as defined, or any person acting on behalf of the employer, as defined, from, among other things, preventing an employee from, or retaliating against an employee for, providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of a law, regardless of whether disclosing the information is part of the employee’s job duties. This bill would extend the protections afforded to employees under these provisions to independent contractors and contracted entities working for state and local government who are tasked with receiving and investigating complaints from facilities, services, and programs operated by state and local government.

AB 2353 Frazier D (Dist. 11) Construction defects: actions: statute of limitations.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law specifies the requirements for actions for construction defects. Current law includes a statute of limitations that, except as specified, prohibits an action from being brought to recover under these provisions more than 10 years after substantial completion of the improvement but no later than the date the notice of completion is

recorded. This bill would shorten the 10-year period to 5 years.

AB 2417 Rodriguez D (Dist. 52) Metro Gold Line Foothill Extension Construction Authority.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metro Gold Line Foothill Extension Construction Authority, governed by a board of 5 voting members and 3 nonvoting members, appointed as specified, for purposes relating to the development of a light rail project extending from the City of Los Angeles to the Cities of Pasadena and Montclair, and authorizes the authority to accept grants, fees, and allocations from federal, state, local agencies, and private entities, and to accept transfers of funds from federal, state, and local agencies. This bill would increase to 6 the voting members of the board by adding one voting member appointed by the City of Montclair.

Position: Oppose Unless Amend

AB 2418 Mullin D (Dist. 22) Transportation: emerging transportation technologies: California Smart Cities Challenge Grant Program.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the California Smart City Challenge Grant Program to enable municipalities to compete for grant funding for emerging transportation technologies to serve their transportation system needs, and would specify certain program goals. The bill would require the commission to form the California Smart City Challenge Workgroup on or before July 1, 2019, to provide the commission with guidance on program matters, as specified.

AB 2535 Obernolte R (Dist. 33) High-occupancy toll lanes: notice of toll evasion violation.

Location: ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the notice of toll evasion violation to include the vehicle license plate number, a clear and concise explanation of the procedures for contesting the violation and appealing an adverse decision, and, if practicable, the registration expiration date and the make of the vehicle. This bill would also require the notice of toll evasion violation to include a copy of photographic evidence on which the toll evasion determination was based if the vehicle was found, by automated devices, to have evaded the toll through failure to meet occupancy requirements in a high-occupancy toll lane.

AB 2548 Friedman D (Dist. 43) Commute benefit policies: Los Angeles County Metropolitan Transportation Authority.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of statewide concern. Current law creates the Los Angeles County Metropolitan Transportation Authority, with various powers and duties with respect to transportation planning, programming, construction, and operations. This bill would authorize the authority to adopt a commute benefit ordinance that requires covered employers operating within the authority's area with a specified number of employees to offer certain employees commute benefits, as specified, except that the bill would prohibit the ordinance from affecting employers covered by certain South Coast Air Quality Management District rules or regulations.

AB 2553 Friedman D (Dist. 43) Vertical housing districts.

Location: ASSEMBLY H. & C.D.

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a city or county to designate a high-transit area as a vertical housing zone by adopting a resolution to that effect that contains specified information. The bill would authorize a taxing entity to agree to participate in an existing vertical housing zone by adopting a resolution to that effect. The bill would authorize the developer of a multifamily housing project that meets specified requirements located within that zone to submit an application for a housing zone project designation to the city or county or participating taxing entity. The bill would require the city or county to approve any application for designation so submitted if the project meets certain requirements, including that the project has obtained necessary entitlements and that it is not located within specified areas.

AB 2615 Carrillo D (Dist. 51) State highway system: parks and recreation: accessibility for bicycles and pedestrians.

Location: ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, to the extent possible, and where feasible, require the Department of Transportation to partner with appropriate public agencies, including, but not limited to, the Department of Parks and Recreation, any federal department or agency, and any regional or local public entity, to develop strategies and plans to maximize safe and convenient access for bicycles and pedestrians to federal, state, regional, and local parks adjacent to or connected to the state highway system.

AB 2650 Lackey R (Dist. 36) Public transit buses: illuminated signs.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the illuminated signs on buses operated by a publicly owned transit system to adhere to certain specifications, including, among others, being limited in size to a display of not greater than 720 square inches, and requiring the illuminated signs to display information directly related to public transit service, including, but not limited to, route number, destination description, run number, and public service announcements. This bill would revise those conditions, to increase the maximum display area of an illuminated sign to 4,320 inches and to allow paid advertising to be displayed on the illuminated sign.

AB 2734 Frazier D (Dist. 11) California Transportation Commission.

Location: ASSEMBLY A. & A.R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would exclude the California Transportation Commission from the Transportation Agency, establish it as an entity in state government, and require it to act in an independent oversight role. The bill would also make conforming changes.

AB 2865 Chiu D (Dist. 17) High-occupancy toll lanes: Santa Clara Valley Transportation Authority.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize VTA to conduct, administer, and operate a value pricing high-occupancy toll lane program on State Highway Route 101 and a specified portion of State Highway Route 280 in the City and County of San Francisco in coordination with the San Francisco County Transportation Authority, as prescribed.

AB 2919 Frazier D (Dist. 11) Transportation: permits.

Location: ASSEMBLY E.S. & T.M.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Fish and Wildlife, the State Water Resources Control Board, and the California Coastal Commission, upon receipt of a completed request from the Department of Transportation for a permit for a project, to complete its review of the request no later than two years after receipt. If a resource agency does not complete the review of the request for a permit within this timeframe, the bill would provide that the permit is deemed approved for purposes of the project.

AB 2951 Gloria D (Dist. 78) Commute benefit policies.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes a program that authorizes the Metropolitan Transportation Commission and the Bay Area Air Quality Management District to jointly adopt a commute benefit ordinance that requires covered employers operating within the common area of the 2 agencies with a specified number of covered employees to offer those employees certain commute benefits. Current law requires that the ordinance specify certain matters, including any consequences for noncompliance. This bill would make nonsubstantive changes to this program.

AB 2996 Fong R (Dist. 34) Department of Transportation: Job order contracting.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Contract Act generally provides for a contracting process by state agencies for public works of improvement pursuant to a competitive bidding process, under which bids are awarded to the lowest responsible bidder, with specified alternative procurement procedures authorized in certain cases. This bill, until July 1, 2022, would authorize the Department of Transportation to use job order contracting, an alternative procurement procedure, for certain types of highway maintenance work.

AB 3059 Bloom D (Dist. 50) Go Zone demonstration programs.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the development of a congestion management program for each county that includes an urbanized area by a designated congestion management agency. Current law authorizes the Metropolitan Transportation Commission and the Bay Area Air Quality Management District to jointly adopt a commute benefit ordinance that requires covered employers operating within the common area of the 2 agencies with a specified number of covered employees to offer those employees certain commute benefits. This bill would authorize 2 Go Zone demonstration programs in northern California and 2 in southern California.

AB 3124 Bloom D (Dist. 50) Vehicles: length limitations: buses: bicycle transportation devices.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law imposes a 40-foot limitation on the length of vehicles that may be operated on the highways, with specified exemptions. Current law exempts from this limitation an articulated bus or articulated trolley coach that does not exceed a length of 60 feet, and authorizes the bus or trolley to be equipped with a folding device attached to the front of the bus or trolley if the device is designed and used exclusively for transporting bicycles. Current law

prohibits the above-described device from extending more than 36 inches from the front body of the bus when fully deployed, and prohibits a bicycle that is transported on that device from having the bicycle handlebars extend more than 42 inches from the front of the bus. This bill would additionally authorize an articulated bus or articulated trolley coach that does not exceed a length of 60 feet to be equipped with a folding device attached to the front of the bus or trolley if the device is designed and used exclusively for transporting bicycles as long as the device does not extend more than 40 inches from the front body of the bus when fully deployed.

AB 3201 **Daly D (Dist. 69) California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program.**

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, for the purposes of the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program, defines zero- and near-zero-emission to mean vehicles, fuels, and related technologies that reduce greenhouse gas emissions and improve air quality when compared with conventional or fully commercialized alternatives, as defined by the state board in consultation with the commission. This bill would add large-scale deployments of transit buses to the program’s list of eligible projects, require the annual framework and plan for the program to instead be a 3-year framework and plan, and revise the definition of zero- and near-zero-emission to include infrastructure that reduces greenhouse gas emissions and improves air quality when compared with conventional or fully commercialized alternatives.

AB 3232 **Friedman D (Dist. 43) Zero-emissions buildings and sources of heat energy.**

Location: ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Energy Resources Conservation and Development Commission, by January 1, 2020, to establish a plan to achieve the goal that all new residential and nonresidential buildings built on or after January 1, 2030, to be zero-emission buildings, as defined, and to develop a strategy to achieve the goal that the emissions of greenhouse gases from the state’s residential and nonresidential building stock shall be reduced by at least 50% below 1990 levels by January 1, 2030. The bill would require the commission to revise standards for the program of electrical load management to optimize building energy use in a manner that decreases the emissions of greenhouse gases.

ACA 4 **Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Local government financing: affordable housing and public infrastructure: voter approval.

ACA 15 **Brough R (Dist. 73) Public employee retirement benefits.**

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Protecting Schools and Keeping Pension Promises Act of 2018. The measure would prohibit a government employer from enhancing employee pension benefits, as defined, without approval by the voters of the jurisdiction, and would prohibit a government employer from enrolling a new government employee, as defined, in a defined benefit pension plan without approval by the voters of the jurisdiction. The measure also would prohibit a government employer from paying more than 1/2 of the total cost of retirement benefits, as defined, for new government employees without approval by the voters of the jurisdiction.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would amend the California Constitution to create the California Infrastructure Investment Fund in the State Treasury. The measure would require the Controller, beginning in the 2019–20 fiscal year, to transfer from the General Fund to the California Infrastructure Investment Fund in each fiscal year an amount equal to up to 2.5% of the estimated General Fund revenues for that fiscal year, as provided. The measure would require, for the 2019–20 fiscal year and each fiscal year thereafter, the amounts in the fund to be allocated, upon appropriation by the Legislature, for specified infrastructure investments, including the funding of deferred maintenance projects.

SB 38 Roth D (Dist. 31) Courts: judgeships.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law specifies the number of judges for the superior court of each county and for each division of each district of the court of appeal. Current law provides that the Court of Appeal for the 4th Appellate District consists of 3 divisions. Current law requires that one of these divisions hold its regular sessions in the San Bernardino/Riverside area and further requires this division to have 7 judges. This bill would increase the number of judges in the division of the Court of Appeal for the 4th Appellate District located in the San Bernardino/Riverside area to 8 judges.

SB 224 Jackson D (Dist. 19) Personal rights: sexual harassment.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would include an investor, elected official, lobbyist, director, and producer among those listed persons who may be liable to a plaintiff for sexual harassment.

SB 760 Wiener D (Dist. 11) Bikeways: design guides.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a city, county, regional, or other local agency, when using the alternative minimum safety design criteria, to consider additional design guides, including the Urban Street Design Guide of the National Association of City Transportation Officials. The bill would authorize a state entity that is responsible for the planning and construction of roadways to consider additional design guides, including the Urban Street Design Guide of the National Association of City Transportation Officials.

SB 827 Wiener D (Dist. 11) Planning and zoning: transit-rich housing bonus.

Location: SENATE T. & H.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a local government to, if requested, grant a development proponent of a transit-rich housing project transit-rich housing bonus if that development at the time of submittal meets specified planning standards, including complying with demolition permit requirements, complying with any local inclusionary housing ordinance or, if the local government has not adopted an inclusionary housing ordinance, agreeing to provide a specified percentage of awarded units as onsite affordable housing, preparing a relocation benefits and assistance plan, complying with any

locally adopted objective zoning standards, complying with any locally adopted minimum unit mix requirements if the development includes specified types of parcels, agreeing to replace those units and to offer units at one of 2 specified affordable rates.

SB 957 Lara D (Dist. 33) Vehicles: high-occupancy vehicle lanes.

Location: SENATE T. & H.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law makes identifiers for ULEVs valid until January 1, 2019, and makes identifiers for SULEVs, enhanced AT PEZEVs, and TZEVs valid until January 1, 2019, January 1, 2022, or January 1 of the 4th year after the year in which they were issued, as specified. Current law, except as specified, prohibits a vehicle from being issued an identifier more than once. This bill would authorize an identifier to be issued commencing January 1, 2019, until January 1, 2023, to SULEVs, enhanced AT PEZEVs, and TZEVs for a vehicle that had previously been issued an identifier and would make that identifier valid until January 1, 2023, if the applicant for the identifier has a household income at or below 80% of the state median income.

SB 963 Allen D (Dist. 26) Water replenishment districts.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a water replenishment district to establish an annual reserve fund not to exceed \$10,000,000, as adjusted annually to reflect percentage increases or decreases in the blended cost of water from district supply sources and, beginning in the 2019–20 fiscal year, requires a minimum of 80% of the reserve to be used for water purchases. Current law excepts from this limitation the unexpended balance of any appropriated funds in a capital improvement project construction account established to pay the cost of a project or projects under construction. This bill would repeal this reserve fund authorization and would make conforming changes.

SB 993 Hertzberg D (Dist. 18) Sales tax: services.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, on and after January 1, 2019, expand the Sales and Use Tax Law to impose a tax on the purchase of services by businesses in California at a specified percentage of the sales price of the service. The bill would require the tax to be collected and remitted by the seller of the purchased services. The bill would exempt certain types of services, including health care services, from the tax and would exempt from the tax a business with gross receipts of less than \$100,000 in the previous 4 quarters.

SB 1000 Lara D (Dist. 33) Transportation electrification: electric vehicle charging infrastructure.

Location: SENATE T. & H.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Energy Commission, in consultation with the State Air Resources Board (state board), to develop and biennially reassess, minimum charging speed standards for direct current fast charging stations and for electric vehicle batteries, and to assess whether charging station infrastructure is disproportionately deployed, as specified, and, upon finding disproportionate deployment, to use state moneys, as well as other mechanisms, including incentives, to more proportionately deploy new charging station infrastructure.

SB 1037 Cannella R (Dist. 12) State government finance: Road Maintenance and Rehabilitation Program.

Location: SENATE RLS.

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Prior to receiving an apportionment of funds under the Road Maintenance and Rehabilitation Program from the Controller in a fiscal year, current law requires a city or county to submit to the California Transportation Commission a list of projects proposed to be funded with these funds. Current law requires the commission to report to the Controller the cities and counties that have submitted a list of projects and requires the Controller, upon receipt of an initial or subsequent report, to apportion funds to cities and counties included in the report, as specified. This bill would make nonsubstantive changes to the provisions requiring the commission to submit the specified reports to the Controller.

SB 1072 Leyva D (Dist. 20) Regional Climate Collaborative Program: technical assistance.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Regional Climate Collaborative Program, to be administered by the Strategic Growth Council, to assist under-resourced communities to access statewide public and other grant moneys, as specified, by establishing regional climate collaboratives, as specified. The bill would authorize the council to award specified grants to collaboratives for specified activities. The bill would authorize moneys from the Greenhouse Gas Reduction Fund to be used to implement the program.

SB 1077 Wilk R (Dist. 21) Construction contracts: wrap-up insurance and indemnification.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law regulates the use of wrap-up insurance or other consolidated insurance programs in connection with specified construction projects. Current law distinguishes, in this regard, between residential construction projects, private residential works of improvement, as specified, and public works and other projects that are not residential, as specified. This bill would recast the wrap-up insurance or other consolidated insurance program requirements, described above, into a single provision regulating all contracts for public and private works of improvement, entered into or amended on and after January 1, 2019, for which a wrap-up insurance policy or consolidated insurance program is applicable. The bill would provide that certain disclosures be provided in bid documents rather than contract documents.

SB 1117 Beall D (Dist. 15) Department of Transportation: highway engineers.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that the Department of Transportation has full possession and control of the state highway system. Current law specifies certain powers and duties of the department relative to the recruitment and retention of highway engineers, including participation by the department in student loan repayment, offering of salaries above the lowest salary step, and various other provisions. This bill would make a nonsubstantive change to these provisions.

SB 1119 Newman D (Dist. 29) Low Carbon Transit Operations Program.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires, for recipient transit agencies whose service areas include disadvantaged communities, as

specified, that those recipient transit agencies expend at least 50% of the total moneys they received as part of the Low Carbon Transit Operations Program on projects or services that meet specified requirements and benefit those disadvantaged communities. This bill would authorize a recipient transit agency to satisfy the above-stated requirement by expending at least 50% of program funds received on transit fare subsidies, specified transit connections, or technology improvements that reduce emissions of greenhouse gases.

Position: Support

SB 1153 Stern D (Dist. 27) Local initiatives: review.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the proponent of a county, municipal, or district initiative to withdraw the initiative at any time before the 88th day before the election, whether or not the petition has already been found sufficient by the election official. Because the exercise of this authority would impose associated duties on local elections officials, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

SB 1167 Anderson R (Dist. 38) Eminent domain: final offer of compensation.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would provide that if a court finds, on motion of the defendant, that the offer of the plaintiff was lower than 85% of the compensation awarded in the proceeding, then the court would be required to include the defendant's litigation costs in the costs allowed. If the court finds that the offer of the plaintiff was at least 85% and less than 100% of the compensation awarded in the proceeding, the court would be authorized to include the defendant's litigation costs in the costs allowed.

SB 1262 Newman D (Dist. 29) Construction Manager/General Contractor project delivery method: Department of Transportation.

Location: SENATE T. & H.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would remove the cap on the number of projects for which the Department of Transportation is authorized to use the CM/GC method, eliminate the minimum construction costs limitation, and make conforming changes to existing provisions. The bill would impose the requirement to use department employees or consultants to perform project design and engineering services on at least 2/3 of the projects delivered by the department utilizing the CM/GC method.

Position: Support

SB 1328 Beall D (Dist. 15) Mileage-based road usage fee.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of the Transportation Agency. Under current law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires the technical advisory committee to study RUC alternatives to the gas tax and to make recommendations to the Secretary of the Transportation Agency on the design of a pilot program, as specified. Current law repeals these provisions on January 1, 2019. This bill would extend the operation of these provisions until January 1, 2023.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law defines specified terms, including the term “source of income,” in connection with provisions that prohibit discrimination in housing accommodations. This bill would specify that a federal Department of Housing and Urban Development Veterans Affairs Supportive Housing voucher is a source of income.

SB 1434 Leyva D (Dist. 20) Transportation electrification: electricity rate design.

Location: SENATE E. U., & C.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the PUC to direct electrical corporations with more than 100,000 service connections in California to file rate design applications, specific to transit agencies as commercial customers, that support and accelerate the deployment of zero-emission transit buses to reduce dependence on petroleum, meet air quality standards, and reduce emissions of greenhouse gases to 40% below 1990 levels by 2030 and to 80% below 1990 levels by 2050. The bill would authorize an electrical corporation with 100,000 or fewer service connections in California to file rate design applications for those purposes.

SB 1479 Stern D (Dist. 27) Los Angeles County Metropolitan Transportation Authority: billing requirement.

Location: SENATE E. U., & C.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Where the BART District purchases electricity at more than one location, at any voltage, from an electric utility under tariffs fixed by the commission, current law requires that the utility bill the BART District for usage as though all the electricity purchased at transmission level voltages were metered by a single meter at one location and all the electricity purchased at subtransmission voltages were metered by a single meter at one location, provided that any billing for demand charges be based on the coincident demand of transmission and distribution metering. This bill would adopt electricity billing requirements applicable to the Los Angeles County Metropolitan Transportation Authority that are similar to the above-described requirements applicable to BART, but would also impose those requirements applicable to an electrical corporation in the BART statute on a local publicly owned electric utility.

SCA 2 Newman D (Dist. 29) Motor vehicle fees and taxes: restriction on expenditures: appropriations limit.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would add Article XIXD to the California Constitution to require revenues derived from vehicle fees imposed under a specified chapter of the Vehicle License Fee Law to be used solely for transportation purposes. The measure would prohibit these revenues from being used for the payment of principal and interest on state transportation general obligation bonds that were authorized by the voters on or before November 8, 2016.

SCA 6 Wiener D (Dist. 11) Local transportation measures: special taxes: voter approval.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require that the imposition, extension, or increase by a local government of a special tax as may otherwise be authorized by law, whether a sales or transactions and use tax, parcel tax, or other tax for the purpose of providing

Attachment: Bill Report 4-18-18 (4685 : State and Federal Legislative Update)

funding for transportation purposes be submitted to the electorate by ordinance and approved by 55% of voting on the proposition. The measure would authorize an ordinance submitted to the voters for approval under these provisions to provide, as otherwise authorized by law, for the issuance of bonds payable from the revenues from the special tax.

Total Measures: 72

Total Tracking Forms: 72

Minute Action

AGENDA ITEM: 14

Date: May 2, 2018

Subject:

Fiscal Year 2017/2018 Operator Allocation Amendment

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, allocate an additional \$16,785 of State Transit Assistance Funds-Population Share to the City of Needles for a new total of \$124,291.

Background:

The City of Needles (City) operates a Dial-A-Ride medical service for the senior and disabled population. This service provides appointment-only transportation. During the budget process for Fiscal Year 2017/2018, the City of Needles expected the cost to be approximately \$2,300. This amount has been typical over the past several years since the appointments are made through the City of Needles Senior Center. However, during this fiscal year there has been an increased need for this service as Dial-A-Ride has seen more recurring appointments than in previous years. The increase is attributed to rides for dialysis appointments that go to Bullhead City. The \$16,785 will come from the Mountain/Desert unallocated State Transit Assistance Fund-Population Share. At this time the \$16,785 is an estimate and the City of Needles will only receive the amount that is actually spent on the service. Additionally, City staff is currently working to help find an alternative to help lower these costs. The revised Fiscal Year 2017/2018 allocation to the City of Needles is presented in Table 1.

Table 1 – Revised Allocation to the City of Needles

Fund Source	Original Allocation	Supplemental Allocation	Revised Allocation
Local Transportation Fund	\$ 256,489		\$ 256,489
State Transit Assistance - Op			
State Transit Assistance - Pop	\$ 107,506	\$ 16,785	\$ 124,291
LCTOP - Op			
Prop 1B Security			
Measure I SD	\$ 10,575		\$ 10,575
FTA Section 5311	\$ 38,212		\$ 38,212
CMAQ			
Total Allocation	\$ 412,782	\$ 16,785	\$ 429,567

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2017/2018 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 2, 2018
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Approved
Board of Directors
Date: May 2, 2018
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 15

Date: May 2, 2018

Subject:

Omnitrans STS - CTSA Budget Approval for Fiscal Year 2017/2018

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve the Omnitrans Specialized Transportation Services (STS) budget for Consolidated Transportation Services Agency (CTSA) activities for Fiscal Year 2017/2018.

Background:

In November 2015, San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Resolution No. 16-005 designating Omnitrans as the CTSA for the San Bernardino Valley. As part of this resolution and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by SBCTA Board of Directors.

When Omnitrans took on CTSA responsibilities, they created a new department known as the STS. This would include all activities associated with their paratransit service, ACCESS, as well as the CTSA services they now provide. Attachment A is the Omnitrans STS – CTSA budget for Fiscal Year 2017/2018 that includes both the program budgets and the funds used by the program. The budget attached is only for the CTSA activities and not the entire budget of Omnitrans STS department.

For a highlighted overview, Table 1 is a budget comparison of the administration budget for the past three years. Omnitrans has made strides to ensure not only a smooth transition, but also not to increase administration costs. Since the transition from VTrans to Omnitrans, administrative costs have decreased in the first year by approximately \$385,022. Additionally, during this fiscal year, Omnitrans was able to cut back on some costs that they had projected at the time of the merger.

Table 1 – CTSA Administration Budget Comparison

Category	FY16 VTrans	FY17 Omnitrans	FY18 Omnitrans
Payroll	\$702,828	\$455,683	\$439,392
Benefits & Taxes	\$289,281	\$269,100	\$252,352
Services			
Accounting	\$58,560		
Legal	\$53,560		
Consulting	\$28,00		
Marketing	\$23,200		\$12,600
Payroll Processing	\$7,000		
Prof & Tech Fees		\$46,658	\$4,500
Custodial			\$2,000
Security Services			\$600
Other		\$5,600	
Total Services	\$170,320	\$52,258	\$19,700
Facilities	\$92,2594	\$92,960	\$55,735
Total Expenses	\$1,255,023	\$870,001	\$767,179

Entity: San Bernardino County Transportation Authority

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One of the highlights, during this fiscal year, is that Omnitrans released its first call for projects. Working with SBCTA staff and a consultant, Omnitrans created guidelines for the award of funding to community partners that would allow a fair distribution to non-profit organizations seeking an opportunity to expand or create new projects in the San Bernardino Valley.

Staff has reviewed the proposed budget and finds it to be consistent with the Five-Year Business Plan for the CTSA and reasonable in its assumptions. Any future programs will be incorporated into their Short Range Transit Plan update which is scheduled for approval in March 2019. Additionally, Omnitrans staff is working with the Community Partners and Programs to ensure that valid performance data is being tracked and reported.

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2017/2018 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2018.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

San Bernardino County Transportation Authority

**ATTACHMENT A
OMNITRANS SPECIALIZED TRANSPORTATION SERVICES CTSA FISCAL YEAR 2017/2018 BUDGET BY PROGRAM**

GL ACCT CODE DESCRIPTION	Administration	Maintenance	VTREP	Community Partners	Travel Training	Taxi	Total Budget
501100 Regular Pay - Operators							
501130 Regular Pay - Others	83,697.02	112,378.59	42,961.20	12,938.34	170,836.41	16,579.97	439,391.52
501310 Overtime Pay - Operator	-	-	-	-	-	-	-
501340 Overtime Pay - Other	-	-	-	-	-	-	-
TOTAL SALARIES	83,697.02	112,378.59	42,961.20	12,938.34	170,836.41	16,579.97	439,391.52
502210 PERS Employer Expense	-	16,114.10	1,855.24	1,855.24	24,529.26	2,385.63	46,739.48
502240 PERS Reimbursement Expense	12,001.41	-	-	-	-	-	12,001.41
502270 PacifiCare COPD	-	-	-	-	-	-	-
502320 Health Saving Acct Expense	-	-	-	-	-	-	-
502330 Life Insurance Expense	397.80	596.70	79.56	79.56	954.72	99.45	2,207.79
502360 Employers Medicare Tax Expense	1,396.18	1,874.63	215.83	215.83	2,853.61	277.53	6,833.62
502370 LTD CO PD Expense	905.06	1,197.82	137.90	137.90	1,823.07	177.45	4,379.21
502390 Unemployment Insurance expense	-	-	-	-	-	-	-
502420 Workers Compensation Expense	-	-	-	-	-	-	-
502450 Sick Leave Expense	4,444.09	5,967.00	686.99	686.99	9,083.12	883.39	21,751.59
502480 Holiday Pay Expense	3,333.07	4,475.25	515.24	515.24	7,041.34	719.79	16,599.94
502490 Floating Holiday Pay Expense	740.68	994.50	114.50	114.50	1,513.85	147.23	3,625.26
502510 Vacation Pay Expense	3,703.41	4,972.50	572.49	572.49	7,569.27	736.16	18,126.32
502600 SDI Reimbursement Expense	1,155.46	1,551.42	178.62	178.62	2,361.61	229.68	5,655.41
502630 EE Bond Expense	-	-	-	-	-	-	-
502690 Jury Duty Leave Expense	370.34	497.25	57.25	57.25	756.93	73.62	1,812.63
502720 Military Duty Leave Expense	-	-	-	-	-	-	-
502780 Deferred Compensation Expense	-	-	-	-	-	-	-
502790 Bonus Pay	-	-	-	-	-	-	-
502880 Kaiser COPD	25,894.04	28,693.37	3,452.54	3,452.54	47,599.89	3,526.49	112,618.86
502900 Pension Expense	-	-	-	-	-	-	-
TOTAL FRINGE BENEFITS	54,341.55	66,934.55	7,866.17	7,866.17	106,086.66	9,256.42	252,351.53
503060 Professional & Technical Fees	-	4,500.00	-	-	-	-	4,500.00
503110 Contract Maintenance Services	-	-	-	-	-	-	-
503160 Custodial Services Expense	-	2,000.00	-	-	-	-	2,000.00
503210 Security Services Expense	-	600.00	-	-	-	-	600.00
503260 Fare Collection Service Expense	-	-	-	-	-	-	-
503310 Contract Labor Expense	-	-	-	-	-	-	-
503360 Employee Physicals Expense	-	-	-	-	-	-	-
503990 Other Services	-	-	230,000.00	1,579,380.01	16,000.00	40,000.00	1,865,380.01
TOTAL SERVICES	0.00	7,100.00	230,000.00	1,579,380.01	16,000.00	40,000.00	1,872,480.01
504000 Discounts Received	-	-	-	-	-	-	-
504010 Bus & Other Rolling Stock Parts	-	67,000.00	-	-	-	-	67,000.00
504020 Tire s & Tubes	-	-	-	-	-	-	-
504030 Preventative Maintenance	-	-	-	-	-	-	-
504060 Workshop clearing account	-	-	-	-	-	-	-
504090 LNG/CNG Fuels	-	-	-	-	-	-	-
504091 CNG Hedging Activities	-	-	-	-	-	-	-
504100 Gasoline	-	-	-	-	-	-	-
504110 Diesel Fuel	-	-	-	-	-	-	-
504120 Oil	-	-	-	-	-	-	-
504130 Lubricants & Chemicals	-	1,000.00	-	-	-	-	1,000.00
504140 CNG Fuel Tax Credit	-	-	-	-	-	-	-
504190 Computer Supplies	-	-	-	-	-	-	-
504200 Washer & Cleaner Supplies	-	-	-	-	-	-	-
504210 Office Supplies	-	100.00	1,000.00	-	1,000.00	-	2,100.00
504220 Small Tools	-	1,500.00	-	-	-	-	1,500.00
504230 Clothing & Safety Supplies	-	5,250.00	-	-	-	-	5,250.00
504240 Tool Allowance	-	-	-	-	-	-	-
504900 Price Variance	-	-	-	-	-	-	-
504910 Inventory Adjustment	-	200.00	-	-	-	-	200.00
504990 Other materials & supplies	-	1,000.00	-	-	-	-	1,000.00
TOTAL MATERIALS & SUPPLIES	-	76,050.00	1,000.00	-	1,000.00	-	78,050.00
505020 Utility Other than Propulsion Power	-	4,500.00	-	-	-	-	4,500.00
505030 Telephone	-	2,280.00	-	-	10,000.00	-	12,280.00
505040 Data communication Lines	-	-	-	-	-	-	-
505060 Repairs & Maint - Buildings	-	3,500.00	-	-	-	-	3,500.00
505110 Repairs & Maint - Equipment	-	3,500.00	-	-	-	-	3,500.00
505160 Repairs & Maint - Office Equipment	-	-	-	-	-	-	-
505170 R & M Software [Contracts]	-	-	4,500.00	-	4,500.00	-	9,000.00
505210 Repairs & Maint Grounds	-	-	-	-	-	-	-
505230 Repairs & Maint Stops & Satations	-	-	-	-	-	-	-
505960 Other Occupancy Expense	-	55,735.00	-	-	-	-	55,735.00
TOTAL OCCUPANCY	0.00	69,515.00	4,500.00	0.00	14,500.00	0.00	88,515.00

Attachment: Omnitrans FY17-18 STS-CTSA Budget (4691 : FY17/18 Omnitrans STS - CTSA Budget Approval)

**ATTACHMENT A
OMNITRANS SPECIALIZED TRANSPORTATION SERVICES CTSA FISCAL YEAR 2017/2018 BUDGET BY PROGRAM**

GL ACCT CODE DESCRIPTION	Administration	Maintenance	VTREP	Community Partners	Travel Training	Taxi	Total Budget
506110 Property/Official & Emp Liab Insurance	-	-	-	-	-	-	-
506160 General Liab & Veh Liab/Loss Insurance	-	4,500.00	-	-	-	-	4,500.00
506180 General Auto PD/PL Uninsured Ded/IBNR	-	-	-	-	-	-	-
506310 Worker's Comp Excess/Employer's Liab Ex	-	-	-	-	-	-	-
506360 Worker's Comp Self Insured IBNR	-	-	-	-	-	-	-
506960 General Liability/Loss IBNR	-	-	-	-	-	-	-
TOTAL CASUALTY & LIABILITY	-	4,500.00	-	-	-	-	4,500.00
507040 Vehicle License Registration Fees	-	500.00	-	-	-	-	500.00
507050 Fuel & Lubricant taxes	-	-	-	-	-	-	-
507990 Other Taxes	-	-	-	-	-	-	-
TOTAL TAXES	-	500.00	-	-	-	-	500.00
508220 Purchased Transportation	-	-	-	-	-	-	-
508900 Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-
508990 Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-
TOTAL PURCH TRANSPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
509080 Advertising/Promotion Media	5,300.00	-	1,500.00	-	1,500.00	1,500.00	9,800.00
509230 Printing Charges	7,300.00	-	4,000.00	-	-	-	11,300.00
TOTAL PRINTING & ADVERTISING	12,600.00	-	5,500.00	-	1,500.00	1,500.00	21,100.00
508000 Interest Expense	-	-	-	-	-	-	-
509010 Memberships, Dues, Pub, Subscription	-	-	-	-	-	-	-
509020 Travel & Meetings	-	800.00	6,000.00	-	5,000.00	-	11,800.00
509030 Postage and Express Mail	-	-	-	-	-	-	-
509070 Bad Debt expense /NSF	-	-	-	-	-	-	-
509100 Bus Pass Sales Discounts	-	-	-	-	-	-	-
509200 Safety Training	-	-	-	-	-	-	-
509210 Employee Training	-	-	-	-	-	-	-
509220 Educational Reimbursements	-	-	-	-	-	-	-
509240 Outside Freight	-	-	-	-	-	-	-
509250 Bank Charges	-	-	-	-	-	-	-
509260 Employee Recognition	-	-	-	-	-	-	-
PO Invoice Over Under	-	-	-	-	-	-	-
509990 Other Miscellaneous Expense	-	-	-	-	-	-	-
590300 Distributed Labor - Maintenance - Direct	-	-	-	-	-	-	-
590400 Allocated Indirect Labor & Benefits	-	-	-	-	-	-	-
TOTAL MISCELLANEOUS EXPENSE	0.00	800.00	6,000.00	0.00	5,000.00	0.00	11,800.00
512340 Leases/Rentals - Other	-	-	-	-	-	-	-
512400 Capital Lease - Tires	-	-	-	-	-	-	-
TOTAL LEASES & RENTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
513200 Deprec Exp - Bus Shelters	-	-	-	-	-	-	-
513210 Deprec Exp - Buildings	-	-	-	-	-	-	-
513220 Deprec Exp - Building Improvements	-	-	-	-	-	-	-
513230 Deprec Exp - Land Improvements	-	-	-	-	-	-	-
513240 Deprec Exp -sbX Corridor	-	-	-	-	-	-	-
513240 Deprec Exp -Bus Platforms & Stops	-	-	-	-	-	-	-
513230 Deprec Exp - Support Vehicles	-	-	-	-	-	-	-
513230 Deprec Exp - Fixed Route Revenue Vehicle	-	-	-	-	-	-	-
513320 Deprec Exp - Access Revenue Vehicles	-	-	-	-	-	-	-
513400 Deprec Exp - Furniture and Fixtures	-	-	-	-	-	-	-
513410 Deprec Exp - Machinery and Shop Equipment	-	-	-	-	-	-	-
513420 Deprec Exp - Office Equipment	-	-	-	-	-	-	-
513430 Deprec Exp - Computers and Software	-	-	-	-	-	-	-
TOTAL DEPRECIATION	-	-	-	-	-	-	-
564900 Capital Purch Expense - Local	-	-	-	-	-	-	-
564950 Donation to Other Agency	-	-	-	-	-	-	-
564960 Pass Through To Other Agency	-	-	-	-	-	-	-
564990 Capital Purch Expense - Federal	-	-	-	-	-	-	-
TOTAL CAPITAL PURCH EXPENSE	-	-	-	-	-	-	-
TOTAL EXPENSES	150,638.57	337,778.14	297,827.37	1,600,184.52	314,923.07	67,336.39	2,768,688.06

	Measure	Federal New Freedom	Federal JARC	5310	Other	Total
Administration	\$ 150,638.57					\$ 150,638.57
Maintenance	\$ 337,778.14					\$ 337,778.14
VTREP	\$ 148,913.69	\$ 119,130.95	\$ 29,782.74			\$ 297,827.37
Community Partners	\$ 1,219,404.51	\$ 206,842.80	\$ 173,937.21			\$ 1,600,184.52
Travel Training	\$ 62,984.61	\$ 94,476.92	\$ 157,461.53			\$ 314,923.07
Taxi	\$ 50,502.29		\$ 16,834.10			\$ 67,336.39
TOTAL	\$ 1,970,221.81	\$ 420,450.67	\$ 378,015.58	\$ -	\$ -	\$ 2,768,688.06

Attachment: Omnitrans FY17-18 STS-CTSA Budget (4691 : FY17/18 Omnitrans STS - CTSA Budget Approval)

Minute Action

AGENDA ITEM: 16

Date: May 2, 2018

Subject:

Summer Meals Update

Recommendation:

Receive information on the region-wide Summer Meals Program.

Background:

Summer Meals is a program through the County Department of Public Health in conjunction with school districts throughout the County of San Bernardino and is preparing to kick off the 2018 season. Program leaders will provide an update on activities planned through a brief presentation.

Financial Impact:

This item is consistent with the adopted budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino Council of Governments



Public Health Nutrition

www.SBCounty.gov

Trudy Raymun
Direc

Corwin Porri
Assistant Direc

Maxwell Ohikhuare, M
Health Offi

2018 SUMMER MEALS IN SAN BERNARDINO COUNTY

CITY	SPONSOR	DATES OF SERVICE IN 2018*	KICK-OFF EVENT If yes, date
Adelanto	Adelanto Elementary School District	6/11 – 7/13 (M-F)	Monday, June 11 th , Adelanto Elementary School
Apple Valley	Apple Valley Unified School District	6/4 – 7/13 (M-F)	---
Barstow	Barstow Unified School District	6/11 – 7/24 (M-Th/F)	---
Big Bear Lake, Big Bear City, Forest Falls	Bear Valley Unified School District	6/18 – 8/1 (M-F)	---
Colton, Bloomington, Grand Terrace	Colton Joint Unified School District	6/11 – 7/20 (M-F)	---
Fontana	Fontana Unified School District	5/29 – 7/27 (M-F)	Tuesday, May 29 th Fontana Aquatic Center
Hesperia	Hesperia Unified School District	6/4 – 6/28 (M-F)	Monday, June 4 th Topaz Elementary Tuesday, June 5 th Carmel Elementary
Ontario	Ontario Montclair School District	5/29 – 7/27 (M-F)	Monday, June 4 Ovitt Family Community Library
Phelan and Victorville	Snowline School District	6/4 – 6/28 (M-F)	---
Rancho Cucamonga	Cucamonga School District	6/4 – 7/19 (M-Th)	---
Redlands	Redlands Unified School District	6/11 – 8/7 (M-F)+	Wednesday, June 13 th , Redlands Community Park
Rialto	Rialto Unified School District	6/5 - 7/27* (M-F)	Friday, June 8 th Rialto Park
San Bernardino	San Bernardino Unified School District	6/11 - **	---
Trona	Trona Joint Unified School District	6/12 – 7/19 (M-Th)	---
Twenty-Nine Palms	Morongo Unified School District	6/18 – 7/26 (M-Th)	---
Upland	Upland Unified School District	6/11 – 7/26 (M-Th)	Thursday, May 24, Upland High School
Victorville	Victor Valley Union High School District	6/4 – 6/29 (M-F)	---
Yucaipa	Yucaipa Calimesa Joint Unified School District	6/11 – 8/3 (M-F)	Wednesday, June 13 th , Yucaipa Community Park and 7 th Street Park

*No service on July 4th

+At most locations

**Service end-dates vary

For more information, contact Robin Ronkes at Robin.Ronkes@dph.sbcounty.gov OR (909)388-5688

Attachment: Summer Meals Dates of Service (2) (4704 : Summer Meals Update)

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD
Chairman, First District

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CURT HAGMAN
Vice Chairman, Fourth District

JOSIE GONZALES
Fifth District

Gary McBride

Packet Pg. 170

Keeping Kids Healthy & Engaged with Summer Meals



Keeping Kids on Track is Everything: Summer Landscape

Food Access

- 53% of parents have a hard time making ends meet in summer, \$300 average additional food costs
- Additional food costs compete with rent, utilities, meds
- Food insecurity > cognitive, behavioral, physical development consequences

Obesity

- Weight gain may occur 2-3x faster in summer
- Obesity risk increases without access to healthy food or safe places to be active; harder to take off excess weight

Learning Loss

- Potential loss of 2-3 months in reading skills, cumulative impact on achievement gap > graduation > employability

Sources: Share Our Strength, 2013; National Summer Learning Association, 2012

Summer Meals in San Bernardino County

USDA summer meal programs provide free, healthy meals (breakfast, lunch, snack, or supper) for kids 18 and under in low-income neighborhoods

- Meals available to all children – **No paperwork for families**. Providers are reimbursed.
- **Serving <6% of eligible SBC kids**
 - Millions in lost federal dollars
 - Harder on lower income families
 - Can detour kids from healthy, productive path



Summer Meals: More than Food

- Practical and effective collaboration between cities, county, schools and community-based agencies
- Draws down federal dollars
- Increased opportunities for public engagement
- Promotes healthy & engaged kids, healthy communities
- **Connects the dots between issues that local governments are trying to address**



Ontario Solid Waste booth at Ontario Public Library summer meal kick off (hats courtesy of Ontario Fire)

Demonstrating Success

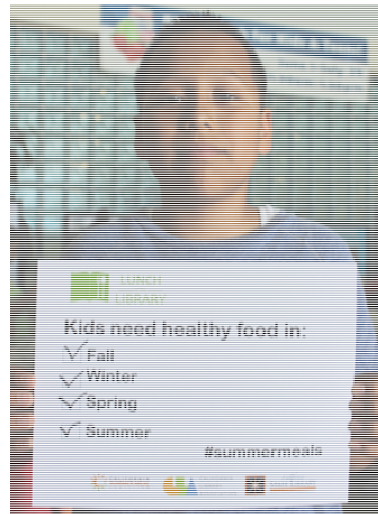
- City of Redlands, Rialto = National League of Cities grantees
- Hesperia Unified wins USDA Summer Sunshine Award
- The City of Ontario Ovitt Library's **Lunch at the Library** = highest participation in CA
- Summer 2018 = increased partnerships with affordable housing, healthcare, support for homeless youth
- SBC DPH, SBCSS=connecting thread



Hesperia USD & partners receive USDA award for collaboration and innovation

How You Can Help

- Citywide, countywide promotion
- Facilitate access to sites
 - Identify where there should be sites
 - Consider city, county facilities as sites
 - Identify transportation barriers
 - Bridge interdepartmental communication
- Consider activities, community engagement at sites



Contact



Patrice Chamberlain
Director, California Summer Meal Coalition
Institute for Local Government
pchamberlain@ca-ilg.org



Public Health
Nutrition

Robin Ronkes
Public Health Nutritionist
San Bernardino County Dept. of Public
Health
Robin.Ronkes@dph.sbcounty.gov

Minute Action

AGENDA ITEM: 17

Date: May 2, 2018

Subject:

Healthy Communities Resolution and Development Checklist

Recommendation:

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

- A. Receive update on Healthy Communities partnership activities.

- B. Adopt Resolution No. 18-065 supporting Public Health and Wellness, and distribution of Toolkits for Healthy Communities to member jurisdictions, and directing staff to continue bi-county collaborative efforts to address public health.

- C. Direct staff to work with member agencies and community-based organizations to create toolkit that is focused on San Bernardino County.

Background:

In 2015, WRCOG and SBCOG (SANBAG) Board of Directors met to discuss how to collaborate on the topic of healthy communities regionally. Riverside County led the effort in developing a “Healthy Development Checklist” through the Riverside County Public Health Department, while San Bernardino County led the effort in developing a “Healthy Communities Strategic Plan” through the San Bernardino County Public Health Department. Staff from WRCOG, SBCOG, Riverside University Health Systems (Department of Public Health), San Bernardino County Department of Public Health will present and highlight the joint bi-county effort.

Attachment A contains information relevant to the major components of the Healthy Development Checklist and the Healthy Communities Strategic Plan. The complete package is included with the agenda and is provided under separate cover.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2017/2018 Budget.

Reviewed By:

This item was reviewed by the City/County Manager’s Technical Advisory Committee on April 5, 2018. This item and the draft Resolution was reviewed by General Counsel.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino Council of Governments

The Healthy Development Checklist is intended to help communities across the region incorporate health into everyday life. It is a major step forward in Riverside County's (also known as the Riverside University Health System) continuing drive to build healthy communities. Beginning in 2011, with the adoption of the [Healthy Communities Element](#) as part of the County's General Plan and the [Healthy Riverside County Resolution](#), we have continued to encourage the inclusion of health in planning and transportation policy in the County and in its 28 cities.¹ The Checklist has also garnered the support of regional partners, including the San Bernardino County Transportation Authority and Western Riverside Council of Governments. Both of these partners are working with Riverside County to promote a broader use of this Health Development Checklist, including in San Bernardino County.

An overarching principle in the Healthy Development Checklist is Equity. Health equity is ensuring that all people have full and equal access to opportunities that enable them to lead healthy lives. This approach to health equity has informed the content and strategies in the Healthy Development Checklist.

E Engagement and Empowerment.
All of us must work collectively to ensure our communities are engaged in the planning process. We must empower our constituents to be engaged in decision-making by providing accurate, easy to understand and timely information. Engagement and Empowerment of our communities allows for inclusion and a higher sense of buy-in.

Q Quality.
We must ensure that our communities are built to the highest quality possible. This means keeping healthy communities as the focus and ensuring that where people live, work, play and learn provides them with opportunities to build health into their everyday life.

U Utilization.
How we utilize our limited resources is essential to ensure we can serve our growing population. We must build complete streets that encourage active transportation, healthy eating and active living.

I Increase healthy behaviors.
We must build our communities so that there is easy access to parks, open spaces, recreational activities, shopping, jobs and educational opportunities. Healthy behaviors lead to lower morbidity and mortality rates thereby, improving and extending an overall quality of life.

T Transportation.
The provision of active transportation infrastructure for walking, biking and access to transit ensures greater healthy options for our residents.

Y Youth.
By building healthy communities where youth can thrive and grow with clean air, water, access to healthy foods, parks and active transportation we can increase the opportunities for our children to live a healthier life.

¹ For additional information on community health data in Riverside County, you can visit [SHAPE Riverside County](#).

INTRODUCTION

The goal of the Healthy Communities Initiative (HCI) is to create environments that promote healthy lifestyle choices through policy, systems, and environmental (PSE) change. PSE change refers to interventions that affect the upstream causes of health, such as access to nutritious, affordable food and opportunities for physical activity. PSE change is vital to creating healthy communities.

- **Policy change** involves the creation or alteration of a formal written statement of a government, business, or nonprofit that results in a new organizational position, decision, action, or mandatory rule or regulation.
- **System change** involves informal and ongoing change in organizational practices and procedures that results in a new, voluntary way of doing business.
- **Environmental change** directly alters the physical, economic, social, or messaging environment that results in a new level of access or opportunity for the target population.¹

To achieve this goal, the San Bernardino County Department of Public Health (SBCDPH) and HCI partners across the county are collaborating to prioritize, draft, and implement policy strategies that create healthy food systems and safe, accessible, quality places for daily physical activity. As is highlighted in the Public Health Core Functions and 10 Essential Services, policy development is a central component of public health practice. The purpose of the Healthy Communities Strategic Plan is to serve as a resource and a set of action steps for the SBCDPH to use when engaging and collaborating with communities during the policy development process.

HEALTHY COMMUNITIES GUIDING DOCUMENTS

The Healthy Communities Initiative supports individual cities and localities across San Bernardino County to pursue a broad range of PSE strategies with the goals of improving health and well-being for county residents, promoting collaboration, and fostering collective action among government agencies. The initiative supports county-wide adoption and implementation of the county's Community Transformation Plan through local and county-wide upstream efforts. This strategic plan is also informed by input from Healthy Communities partner stakeholders. This strategic plan outlines how SBCDPH will manage the initiative, and serves as backbone support for partner communities.

The Community Transformation Plan identified short-term goals and policy recommendations that pursue PSE change as strategies to achieve collective goals including: increasing active transportation; promoting health elements in general plans; and supporting policy solutions such as Complete Streets, zoning for increased equitable food access and limits on tobacco and alcohol outlets, and creation of active transportation plans.

SBCDPH's strategic plan identified 5 strategic priority areas to organize the department's goals and objectives. Priority area 1 (community and environment) and 3 (healthy equity) identify PSE strategies to support healthy communities and collaborative work among government agencies. Goals for the community and environment priority area include supporting sustainable healthy communities and promoting healthy eating, active living, and safe environments. By engaging in the HCI, SBCDPH is better able to achieve its goal of fostering healthy, safe, and equitable communities through PSE change.

¹ Definitions adapted from California Department of Public Health, Nutrition Education and Obesity Prevention Branch. (2015). Policy, Systems, and Environmental Change Resource Guide: Strategies for Increased Access to Healthy Foods, Beverages, and Physical Activity. Available at: www.cdph.ca.gov/programs/NEOPB/Pages/Policy,SystemsandEnvironmentalChangeResourceGuide.aspx

Introduction

Health is one of our most precious resources. People across San Bernardino County want to live, work, play, and learn in environments that promote healthy lifestyles; they also want families and community members to be healthy and to thrive. But what does it really take to make that vision a reality?

We all need healthy food, safe parks, and green spaces for recreation and play, along with clean water and air. We need access to affordable, healthy, culturally appropriate food in our schools, workplaces, and stores. We need to be able to get around safely on foot and bicycle. We need the places where we live, study, work, and play to be tobacco free. We need homes that are safe, well maintained, affordable, and located in neighborhoods that provide access to daily needs. We need communities that are free of violence, where there are good jobs and opportunities to start and grow our own businesses. We need healthy schools where our kids can learn, grow, and succeed. We need to feel connected to our neighbors and our communities.

As a Healthy Communities partner, you have experience developing and implementing health programs, initiatives, and activities to create healthy environments for all people in your community. *The Policy Process Playbook* supports your work by guiding you through each step of the policy process—from identifying and defining the problem to reviewing and selecting a policy strategy. By the end of this Playbook, you will have a clear understanding of what policy is, how policy can support and strengthen existing health initiatives and programs, and how to work on policy.



RESOLUTION NO. 18-065

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS (SBCOG) TO ADDRESS PUBLIC HEALTH AND WELLNESS BY PROVIDING TOOLKITS FOR HEALTHY COMMUNITIES TO SBCOG MEMBER AGENCIES

WHEREAS, on Thursday, March 21, 2015, the members of the San Bernardino Associated Governments (SBCOG) Board of Directors, and the Western Riverside Council of Governments (WRCOG) met together for the first time to discuss issues important to our region; and

WHEREAS, Health and Wellness was identified as an issue for the Councils of Governments to collaborate on; and

WHEREAS, SBCOG and WRCOG support policies that focus on health and wellness and healthier lifestyles in all communities; and

WHEREAS, SBCOG and San Bernardino County is in the process of implementing the Wellness Element of the Countywide Vision, which supports a healthy county through prevention programs, superior healthcare services to reduce chronic disease and socio-economic disparities through health education, promotion of healthy lifestyles and healthy city initiatives, development of outcome-based health services, and increasing the collaboration between various stakeholders; and

WHEREAS, SBCOG and WRCOG were directed to partner; and

WHEREAS, many agencies in the Inland Empire have adopted policies and programs that promote healthy lifestyles by making their communities walkable, promoting physical activity, encouraging access to fresh foods and vegetables in city, county, or school facilities; and

WHEREAS, there are important, long-term regional benefits to be gained by encouraging healthy lifestyles, including the decrease in the rate of obesity and chronic diseases and its negative health-related impacts and costs; and

WHEREAS, WRCOG, SBCOG, and other community partners can work together to understand the relationship between obesity, land-use policies, development, and community planning; and

WHEREAS, WRCOG and SBCOG support the development of healthy communities and neighborhoods which provide places where walking and bicycling are safe and convenient for all residents; support locally grown, affordable, accessible and nutritious food; and support a place where residents live in a clean, optimal environment free of hazards or pollutants; and

WHEREAS, our health is affected by where we live, work and play, and in order for our communities to be healthy, we need to live in a healthy built-environment; and

WHEREAS, regional collaboration leads to developing and forging strong relationships in communities and can maximize resources ensuring that healthier community development occurs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments encourages its member agencies to: (A) Promote and support active transportation and physical activity; (B) Support joint use of facilities throughout communities in San Bernardino and Riverside County which enhance physical activity; and (C) Develop policies to provide easy access to healthy and affordable foods; and

BE IT FURTHER RESOLVED that SBCOG and WRCOG will continue to work with their member agencies, community partners, and neighboring regional agencies to adopt preventative measures, develop initiatives and programs to reduce obesity and chronic disease, and create or support existing coalitions which collectively advance community health and wellness; and

BE IT FURTHER RESOLVED that SBCOG and WRCOG will provide the Healthy City Resolution Toolkit which was created specifically for San Bernardino and Riverside Counties to support the incorporation of health into the decision making processes, programs, and community interventions at the neighborhood level; and

BE IT FURTHER RESOLVED that SBCOG and WRCOG will outreach to their respective member agencies and provide the Healthy Communities Toolkit: A practical guide to adopting healthy community resolutions that include resources in promoting a healthier built-environment and easier healthy food access; and

BE IT FURTHER RESOLVED that SBCOG and WRCOG will collaborate with member agencies on further tailoring the toolkit to fit the context of each respective community; and

BE IT FURTHER RESOLVED that SBCOG and WRCOG will also collaborate with other community based organizations, regional agencies, state agencies, and advocate organizations such as the Building Industry Association when refining the toolkit to ensure economic vibrancy of the communities.

PASSED AND ADOPTED at a meeting of the San Bernardino Associated Governments held on May 2nd, 2018.

Alan D. Wapner, Board President

ATTEST:

Vicki Watson, Clerk of the Board

Minute Action

AGENDA ITEM: 18

Date: May 2, 2018

Subject:

Board Member Appointment

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve the appointment of John Dutrey, City of Montclair, to the Gold Line Phase II Joint Powers Authority to serve as the primary member for a term expiring on December 31, 2019.

Background:

Mayor Paul Eaton previously served as a San Bernardino County Transportation Authority (SBCTA) appointed primary member on the Gold Line Phase II Joint Powers Authority (JPA). On October 16, 2017, the Montclair City Council appointed Council Member John Dutrey to replace Paul Eaton on the SBCTA Board. This created a vacancy on the Gold Line Phase II JPA Board. Staff recommends the appointment of Council Member John Dutrey to the Gold Line Phase II JPA to serve as the primary member for a term expiring on December 31, 2019.

The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and SBCTA. It is the forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$150.00 paid by the Gold Line Phase II JPA. A current list of the JPA members is attached.

A listing of SBCTA appointments to External agencies is included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:

This item does not impact the Fiscal Year 2017/2018 budget.

Reviewed By:

This item has not received prior policy or technical advisory committee review.

Responsible Staff:

Vicki Watson, Clerk of the Board

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Entity: San Bernardino County Transportation Authority

Gold Line Phase II Joint Powers Authority (JPA)

JPA Members
ARCADIA
Roger Chandler
Sho Tay- Alternate
AZUSA
Uriel Macias
Angel Carrillo – Alternate
CLAREMONT
Sam Pedroza
Larry Schroeder – Alternate
DUARTE
Liz Reilly
Tzeitel Paras-Caracci – Alternate
GLENDORA
Mendell Thompson
Gary Boyer – Alternate
IRWINDALE
H. Manuel Ortiz
Mark A. Breceda – Alternate
LA VERNE
Robin Carder
Charles Rosales – Alternate
MONROVIA
Larry J. Spicer
Gloria Crudgington - Alternate
MONTCLAIR
Bill Ruh
ONTARIO
Paul Leon
Debra Dorst-Porada - Alternate
PASADENA
Gene Masuda
POMONA
Tim Sandoval
Robert Torres – Alternate
SAN DIMAS
Denis Bertone
John Ebner - Alternate
SBCTA
Vacant
Curt Hagman – Alternate
SOUTH PASADENA
Robert S. Joe
Michael A. Cacciotti– Alternate

Minute Action

AGENDA ITEM: 19

Date: *May 2, 2018*

Subject:

Fiscal Year 2018/2019 Proposed SBCTA Budget and Fiscal Year 2018/2019 SBCOG Budget

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

- A. Receive a presentation of the Fiscal Year 2018/2019 Proposed Budget.
- B. Conduct Board of Directors Workshop for the SBCTA Proposed Fiscal Year 2018/2019 Budget at the May 2, 2018 Board Meeting.

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

- C. Adopt the Fiscal Year 2018/2019 budget for SBCOG with appropriations of \$977,472, transfers out of \$117,213 and estimated revenues of \$817,035.

Background:

The proposed budgets for San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments, also known as the San Bernardino Council of Governments, (SBCOG) for Fiscal Year 2018/2019 are complete. SBCOG is a blended component unit of SBCTA. Therefore, SBCOG's estimated revenues and appropriations are included in the SBCTA budget. SBCTA develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2018/2019 Budget.

SBCTA's budget process includes a review of the Board's direction as it relates to short term goals and how it integrates with the agency's long term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short term goals as set forth in the Fiscal Year Budget.

The budget process is structured to provide the maximum level of input from Board members. There are four (4) phases of the budget process:

1. General overview of major programs was presented at the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee meetings in February 2018. The general overview identified what each program is doing in the current fiscal year and what it is planning to do in the next fiscal year. This information is posted on SBCTA's website.
2. During the month of March 2018, SBCTA policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Transit Committee, and the Board of Directors Metro Valley Study Session. Task descriptions and budgets pertaining to the purview of the Mountain/Desert Policy Committee were reviewed in February 2018. Task information included purpose, accomplishments, work elements, product, contract information, detailed local funding, expenditure detail and funding sources.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

3. During the month of May 2018, the Fiscal Year 2018/2019 Proposed SBCTA Budget will be submitted to the Board of Directors and a budget workshop will be conducted to provide input and direction. The proposed budget document provides an introduction, budget overview, revenue detail, program expenditure detail and supplemental information (including indirect cost detail information). The proposed budget is posted on SBCTA's website for reference.
4. A public hearing will be conducted followed by adoption of the Fiscal Year 2018/2019 Budget at the June 6, 2018, Board of Directors Meeting.

SBCTA is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130106/Government Code Sec 6061). The budget schedule also sets the date for the public hearing at the June 6, 2018, Board of Directors Meeting at 10:30 a.m.

The adoption of a resolution to establish the Appropriations Limitation will be provided with the Budget adoption since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

The SBCOG bylaws require the adoption of the annual budget to take place no later than May 15th of each fiscal year; therefore, staff recommendation C is to adopt the SBCOG proposed Fiscal Year 2018/2019 budget.

Changes to Budget Document

Budget summaries for all governmental funds, changes in fund balances, fund type, and major object expenditures are included in the Budget Overview Section. The Revenue Detail Section provides detailed revenue information for each major fund, nonmajor funds, and enterprise fund. The goals and objectives for Fiscal Year 2018/2019, to be approved by Board during the June 2018 meeting, will be incorporated in the adopted budget in a condensed format.

The following new items are incorporated in the Fiscal Year 2018/2019 budget document:

1. Indirect costs are not allocated to various funds but recorded in one fund with revenue sources allocated from Measure I funds, Local Transportation Fund (LTF), Council of Governments (COG), and Service Authority for Freeway Emergencies (SAFE).
2. Annually during the budget process, Measure I reserves are updated based on estimates of sales tax for the next fiscal year. Measure I reserves are \$23,315,217, and new reserves are established for LTF of \$9,607,552, State Transit Assistance Fund (STAF) of \$1,773,161, and Indirect Fund of \$994,381.
3. Project Advancement Agreements are fully repaid and the fund is closed.
4. Short-term financing for the Mount Vernon Viaduct project may be required since a cash flow deficit is projected in mid-Fiscal Year 2018/2019 as federal funding is not available until later in the project.
5. Cash flow borrowing will be required from Property Assessed Clean Energy Program to Department of Energy Grant and from Measure I Valley-Freeway to I-10 Express Lane fund to cover expenditures while obtaining reimbursement from Federal and State grants.

Staffing for Fiscal Year 2018/2019 includes 64 regular full-time equivalent positions in comparison to 65 positions from the previous Fiscal Year. Three additional positions are San Bernardino Council of Governments
San Bernardino County Transportation Authority

requested for the Project Delivery department. These positions include Project Controls Manager to bring stability of an in-house position to manage project controls, Toll Operations Administrator to manage policies, procedures, and contracts for express lane projects, and Construction Manager to manage construction workflow. An Administrative Assistant, two Management Analyst I, and Project Delivery Manager are eliminated; thus, leaving a net decrease of one position for next fiscal year.

Estimated revenues for Fiscal Year 2018/2019 are \$556,107,405. The following is a summary of major revenue sources:

<u>Funding Source</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
Measure I Sales Tax	\$ 162,800,000	\$ -	\$ 162,800,000
Local Transportation Fund	96,075,522	-	96,075,522
Intergovernmental	293,118,723	87,760	293,206,483
Charges for Services	742,203	-	742,203
Special Assessments	-	248,545	248,545
Investment earnings and Miscellaneous	2,553,922	480,730	3,034,652
Total Revenues	<u>\$ 555,290,370</u>	<u>\$ 817,035</u>	<u>\$ 556,107,405</u>

Measure I sales tax revenue is expected to increase by \$1.9 million or 1.2% from the previous year. Total revenues are estimated to increase by \$172.9 million mainly due to additional Federal, State and local reimbursements.

Proposed Fiscal Year 2018/2019 appropriations are \$733,095,594 and transfers are \$92,885,134.

The following is a summary of proposed program expenditures:

<u>Program</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
General Government	\$ 12,953,762	\$ 462,590	\$ 13,416,352
Environment and Energy Conservation	5,759,429	494,294	6,253,723
Commuter and Motorist Assistance	10,284,717	-	10,284,717
Regional and Subregional Planning	3,696,270	20,588	3,716,858
Transit	246,056,649	-	246,056,649
Project Delivery	352,760,365	-	352,760,365
Fund Administration	87,337,815	-	87,337,815
Debt Service	12,769,650	-	12,769,650
Enterprise	499,465	-	499,465
Total Expenditures	<u>\$ 732,118,122</u>	<u>\$ 977,472</u>	<u>\$ 733,095,594</u>
Other Funding Sources			
Transfers in	\$ 92,885,134	\$ -	\$ 92,885,134
Transfers out	(92,767,921)	(117,213)	(92,885,134)
Total Other Financing Sources	<u>\$ 117,213</u>	<u>\$ (117,213)</u>	<u>\$ -</u>

Board of Directors Agenda Item

May 2, 2018

Page 4

Project Delivery, Transit and Fund Administration represent 93.6% of total expenditures. These three programs include a substantial investment in highway and arterial construction, commuter rail projects, and pass-through funds for local transit and street improvements. Total proposed expenditures are more than the previous year by \$225.5 million. The increase is attributed to a number of large projects commencing construction.

Budgeted transfers of \$92,885,134 consist of the following:

- Transfer of \$24,570,938 from LTF to fund SBCTA activities relating to LTF administration, LTF planning, LTF Article 3, and for various rail projects.
- Transfer of \$15,402,892 from STAF for various rail projects.
- Transfer of \$1,295,652 from State of Good Repair for SBCTA projects.
- Transfer of \$12,769,650 to pay debt service on the two outstanding bond issues from Measure I programs: Interchange, Grade Separation, Rail, Cajon Pass, and Victor Valley Major Local Highway.
- Transfer of \$7,914,679 from various Measure I programs, LTF, COG, and SAFE to fund indirect costs and establish reserves for emergencies and capital projects.
- Transfer of \$30,909,798 from Measure I Freeway program to I-10 Express Lane fund for cash flow purposes pending reimbursements from Federal and State agencies.
- Transfer of \$21,525 from Property Assessed Clean Energy fund to Department of Energy grant for electronic vehicle charging stations pending reimbursement from the State.

Financial Impact:

The Fiscal Year 2018/2019 Budget establishes the financial, staffing and work product authority for activities during the coming fiscal year. Estimated revenues for the Fiscal Year 2018/2019 are \$556,107,405, appropriations are \$733,095,594, the difference of \$176,988,169 is funded with fund balances and bond proceeds, and transfers are \$92,885,134.

Reviewed By:

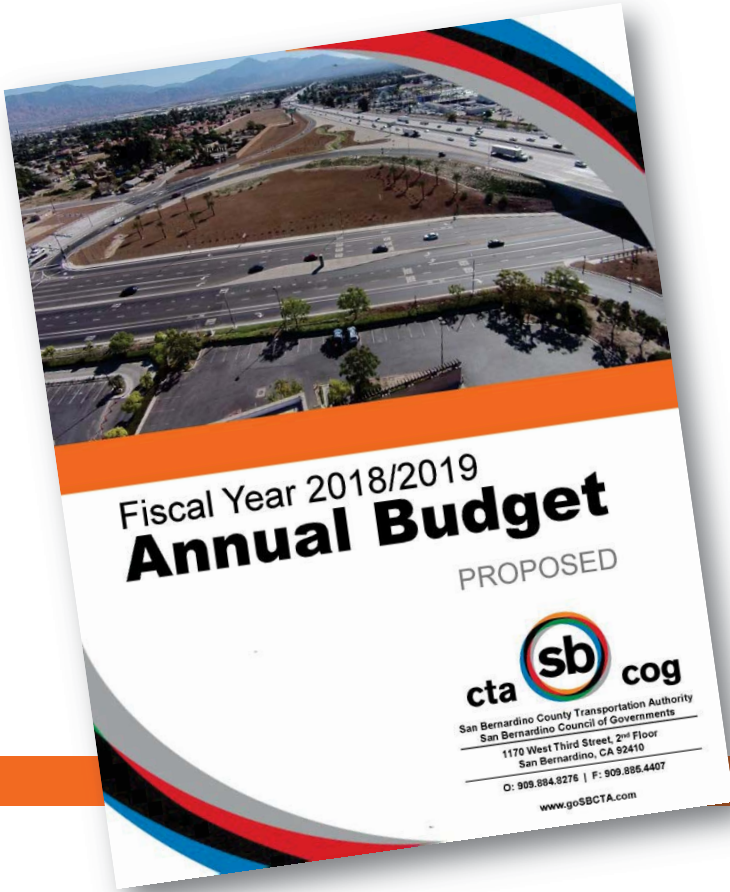
The Board of Directors during the Metro Valley Study Session and Mountain/Desert Policy Committee meetings reviewed the Budget Overview for each program. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 2, 2018

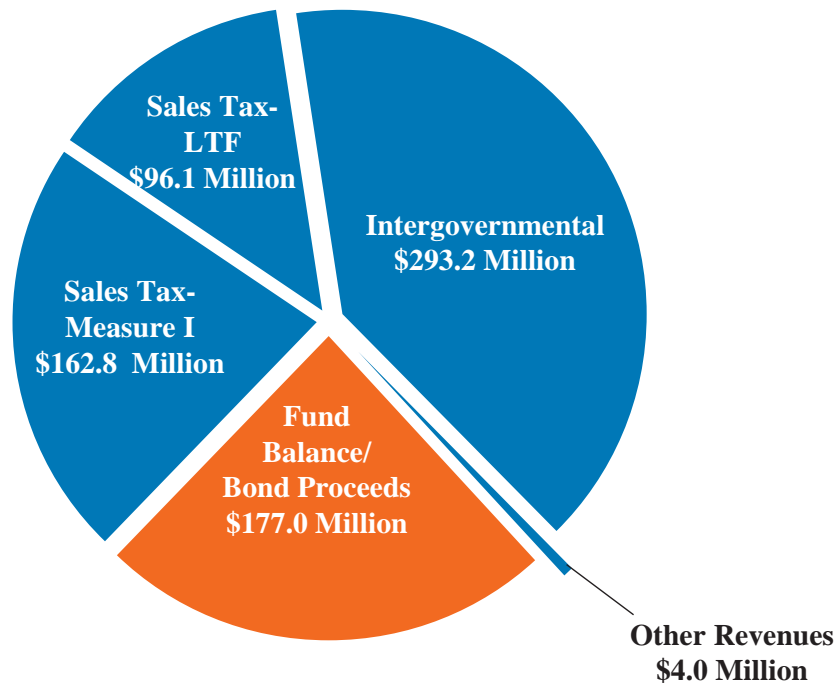
Witnessed By:



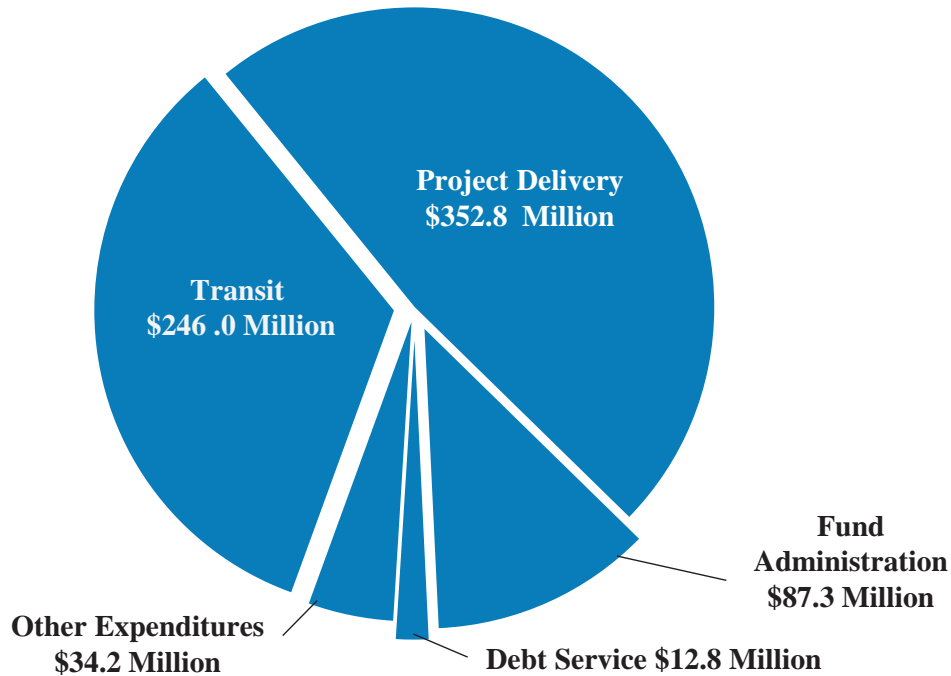
2018 / 2019 Budget Presentation



Where does the money come from?



Where does the money go?



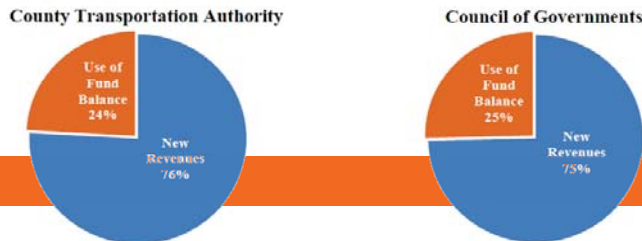
Budget Summary by Organization Type

	County Transportation Authority	Council of Governments	Total
Revenues			
Sales Tax-MSI	162,800,000	-	162,800,000
Sales Tax-LTF	96,075,522	-	96,075,522
Intergovernmental	293,118,723	87,760	293,206,483
Charges for Services	742,203	-	742,203
Special Assessments	-	248,545	248,545
Investment Earnings	2,339,000	22,000	2,361,000
Miscellaneous	214,922	458,730	673,652
Total Revenues	555,290,370	817,035	556,107,405

Budget Summary by Organization Type

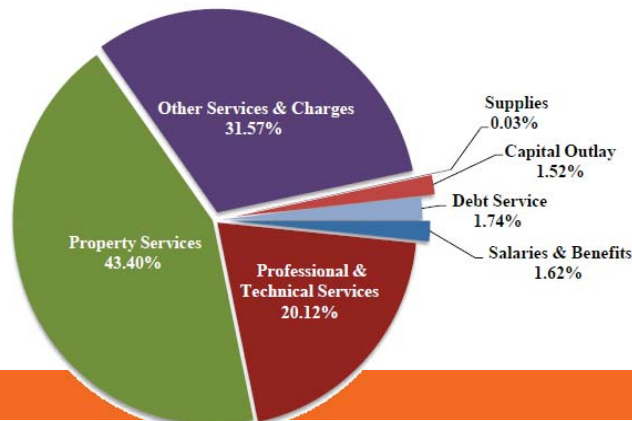
	County Transportation Authority	Council of Governments	Total
Expenditures			
General Government	12,953,762	462,590	13,416,352
Environment and Energy Conservation	5,759,429	494,294	6,253,723
Commuter and Motorist Assistance	10,284,717	-	10,284,717
Regional & Subregional Planning Program	3,696,270	20,588	3,716,858
Transit	246,056,649	-	246,056,649
Project Delivery	352,760,365	-	352,760,365
Fund Administration	87,337,815	-	87,337,815
Debt Service	12,769,650	-	12,769,650
Enterprise	499,465	-	499,465
Total Expenditures	732,118,122	977,472	733,095,594
Other Financing Sources			
Transfers in	92,885,134	-	92,885,134
Transfers out	(92,767,921)	(117,213)	(92,885,134)
Total Other Financing Sources	117,213	(117,213)	-
Revenues Over (Under) Expenditures	(176,710,539)	(277,650)	(176,988,189)
Fund Balances at Beginning of Year	523,979,379	1,855,225	525,834,604
Fund Balances at End of Year	347,268,840	1,577,575	348,846,415

Use of New Revenues vs. Use of Fund Balance



Budget Summary by Major Object Expenditure

	Salaries & Benefits *	Professional & Technical Services	Property Services	Other Services & Charges	Supplies	Capital Outlay	Debt Service	Total
General Government	6,071,806	3,360,206	1,965,100	1,262,650	202,450	554,140	-	13,416,352
Environment and Energy Conservation	254,948	5,381,200	450	176,000	11,125	430,000	-	6,253,723
Commuter and Motorist Assistance	383,207	7,993,040	1,400,720	340,300	12,450	155,000	-	10,284,717
Regional & Subregional Planning Program	1,004,855	1,065,403	-	1,641,000	1,600	4,000	-	3,716,858
Transit	1,392,647	37,960,816	54,946,356	141,747,830	9,000	10,000,000	-	246,056,649
Project Delivery	1,134,853	91,717,900	259,862,335	36,530	2,247	6,500	-	352,760,365
Fund Administration	1,085,586	10,100	-	86,240,779	1,350	-	-	87,337,815
Debt Service	-	-	-	-	-	-	12,769,650	12,769,650
Enterprise	499,465	-	-	-	-	-	-	499,465
Total Expenditures	11,827,367	147,488,665	318,174,961	231,445,089	240,222	11,149,640	12,769,650	733,095,594



Indirect Budget

	0200	0350	0400	0450	0470	0500	0503	0605	0805	Fiscal Year 2018/2019 Budget
Regular Full-Time Employees	\$ 368,960	\$ 154,476	\$ 687,459	\$ 100,412	\$ 67,513	\$ 914	\$ 19,024	\$ 42,529	\$ 24,125	\$ 1,465,412
Regular Part-Time Employees	-	-	18,720	-	-	-	-	-	-	18,720
Overtime	3,156	-	11,835	-	-	-	-	-	-	14,991
Fringe	383,876	159,358	720,915	103,584	69,646	943	19,625	43,873	24,887	1,526,707
Professional Services	61,000	15,900	195,000	317,260	650	-	150,200	82,000	78,636	900,646
Consulting Services	120,000	-	50,000	-	-	-	-	-	-	170,000
County Fees	-	-	100,000	-	-	-	-	-	-	100,000
Auditing & Accounting	-	-	490,000	-	-	-	-	-	-	490,000
Legal Fees	-	80,000	-	-	25,000	-	-	-	-	105,000
Utilities	-	-	-	-	-	-	-	-	99,000	99,000
Maintenance-Buildings	-	-	-	-	-	-	-	-	604,400	604,400
Maintenance-Motor Vehicles	-	-	-	2,500	-	-	-	-	-	2,500
Maintenance-Office Equipment	1,500	-	-	-	-	-	-	-	-	1,500
Rentals-Office Equipment	57,500	-	-	-	-	-	-	-	-	57,500
General Liability Insurance	-	-	270,000	-	-	-	-	-	-	270,000
Property Insurance	-	-	50,000	-	-	-	-	-	-	50,000
Crime Insurance	-	-	30,000	-	-	-	-	-	-	30,000
Public Officials Liability Insurance	-	-	60,000	-	-	-	-	-	-	60,000
Automotive Insurance	-	-	3,000	-	-	-	-	-	-	3,000
Cyber Insurance	-	-	20,000	-	-	-	-	-	-	20,000
Dues/Memberships	2,500	-	3,000	-	649	-	3,500	6,000	-	15,649
Training/Registration	3,500	6,365	23,000	10,000	14,270	-	2,000	2,500	-	61,635
Postage	9,650	200	1,000	700	200	-	-	-	-	11,750
Travel Expense - Employee	5,000	6,000	4,000	1,000	6,500	-	4,500	2,000	-	29,000
Travel Expense-Mileage-Employee	1,500	200	2,000	200	500	-	2,000	1,500	-	7,900
Advertising	500	-	1,000	-	10,000	-	-	-	-	11,500
Public Information Activities	-	-	-	-	-	-	-	30,000	-	30,000
Printing - External	10,000	-	10,000	-	-	-	-	-	-	20,000
Printing - Internal	20,000	200	-	-	-	-	-	-	-	20,200
Contributions/Sponsorships	-	-	-	-	5,000	-	-	-	-	5,000
Communications	-	-	-	74,448	-	-	-	-	20,000	94,448
Record/Equipment Storage	32,000	-	-	-	-	-	-	-	-	32,000
Bank charges	-	-	1,000	-	-	-	-	-	-	1,000
Other Service Charges	-	-	-	-	-	-	-	-	-	-
Office Expense	45,000	-	-	1,500	1,000	-	-	-	15,500	63,000
Meeting Expense	3,000	500	2,000	200	12,500	-	2,000	2,000	-	22,200
Building & Structures	-	-	-	-	-	-	-	-	-	-
Office Furniture & Equipment	-	-	-	-	-	-	-	-	225,000	225,000
Office Equipment/Software-Inventorial	20,000	10,000	-	208,140	-	-	-	-	10,000	248,140
Computer Hardware & Software	-	-	-	32,500	-	-	-	-	-	32,500
Total	\$ 1,148,642	\$ 433,199	\$ 2,753,929	\$ 852,444	\$ 213,428	\$ 1,857	\$ 202,849	\$ 212,402	\$ 1,101,548	\$ 6,920,298

Reserves for Measure I Funds

Valley:

Freeway	\$7,611,312
Interchange	2,887,049
Major Street - Arterials	8,398,689
Metrolink/Rail	2,099,672
Express Bus/Bus Rapid Transit	524,918
Traffic Management	524,918
Total Valley	\$22,046,558

Mountain/Desert:

Major Local Highway	
Victor Valley	\$825,555
North Desert	221,731
Colorado River	13,738
Morongo Basin	108,134
Mountain	99,501
Total Mountain/Desert	\$1,268,659
Total Reserves for Measure I Funds	\$23,315,217

Reserves for TDA and Indirect Fund

Transportation Development Act (TDA) Funds

Local Transportation Fund	\$9,607,552
State Transit Assistance Fund	<u>1,773,161</u>
Total Reserves for Transportation Development Act Funds	<u>\$11,380,713</u>

Indirect Fund (General Fund)

Emergencies	\$500,000
Capital Projects	<u>494,381</u>
Total Reserve for Indirect Fund	<u>\$994,381</u>

Minute Action

AGENDA ITEM: 20

Date: May 2, 2018

Subject:

Mount Vernon Avenue Viaduct BNSF Preliminary Engineering Agreement

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the Executive Director or designee to approve Agreement 17-1001621 with BNSF Railway and the City of San Bernardino in substantially the form attached subject to approval as to form by General Counsel, designating project responsibilities for the Mt. Vernon Viaduct Project for BNSF preliminary engineering and the associated reimbursement, as well as a \$29,500,000.00 contribution from BNSF towards the project.

B. Approve amendment to the San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Budget to add \$500,000.00 in BNSF funding to Task 0860 Arterial Projects, Sub-Task 0827 Mt. Vernon Avenue Viaduct, to fund current fiscal year work associated with the agreement in Recommendation A.

Background:

The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project (project) has been a high priority project for the City of San Bernardino (City) for more than 15 years. In June 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. However, the City experienced design and schedule delays based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the project, the City agreed to have San Bernardino County Transportation Authority (SBCTA) take over the project due to SBCTA's extensive experience in delivering large complex projects.

On May 4, 2016, the SBCTA Board of Directors approved a Memorandum of Understanding (SBCTA Contract No. 16-1001476) with the City for the development of the project, defining a framework for project execution and funding, and designating SBCTA as the lead agency for administration of the project moving forward. On June 7, 2016, the SBCTA Board approved Cooperative Agreement Contract No. 16-1001477 with the City, under which the City designated SBCTA to lead project management of the design and right-of-way phases for the project.

SBCTA has been working actively to expedite the project into construction including seeking legislation. SBCTA sought Design Build authority legislation, AB 1523, which was approved by the Governor on July 31, 2017. The design build delivery method is now being planned for the demolition and construction of a new bridge. Some of the next steps in moving forward in the process are to complete the environmental revalidation for the bridge demolition and reconstruction, complete preliminary engineering activities, and initiate technical provisions for a potential design-build procurement package. It is important to execute sufficient preliminary engineering to develop a definition for the scope of work in the design build procurement documents. Approval of this cooperative agreement would allow preliminary engineering work by BNSF such that sufficient project definition and cost estimates can be developed prior to issuing procurement documents for a design build contract.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 2, 2018

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Approval of the budget amendment adds the BNSF funding source to the current fiscal year budget for this project and provides funding to allow for the required documents to be finalized before the end of 2018. It is anticipated that these BNSF funds will be used to cover the local match for the Highway Bridge Program (HBP) funds. Staff is currently working with the City of San Bernardino to update the respective funding for SBCTA and the City for the project given this BNSF funding contribution. It is anticipated an amended cooperative agreement between SBCTA and the City can be brought to the Board in the next few months.

Staff has been working diligently to finalize Agreement 17-1001621 with BNSF and legal counsel. As of the agenda printing, the agreement has not yet been finalized. SBCTA, BNSF, and the City of San Bernardino have all conceptually approved the terms in the agreement; however, the agreement is still under final review. Staff recommends authorization for the Executive Director or designee to execute the finalized three-party Preliminary Engineering agreement in substantially the form attached subject to approval as to form by SBCTA General Counsel.

Staff also recommends approval of \$500,000.00 in BNSF funding be added to the Fiscal Year 2017/2018 Budget for Task 0860 Arterial Projects, Sub-Task 0827 Mt. Vernon Avenue Viaduct.

Financial Impact:

This item is not consistent with the Fiscal Year 2017/2018 budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct Project. A budget amendment is being requested as part of this agenda item to add \$500,000.00 in BNSF funding for this fiscal year.

Reviewed By:

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery

Approved
Board of Directors
Date: May 2, 2018

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001621 Amendment No.: _____ Vendor No.: 00285
 Vendor/Customer Name: BNSF Sole Source? Yes No
 Description: Mt Vernon Viaduct Preliminary Engineering Agreement
 Start Date: 05/02/2018 Expiration Date: 05/02/2023 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001511, 16-1001512

Dollar Amount			
Original Contract	\$ 500,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 500,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 500,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 05/02/2018
 Board of Directors Action: Approve Agreement 17-1001621

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Dennis Saylor

Attachment: 17-1001621_CSS_Payable (4654 : Mt Vernon Viaduct BNSF Agreement)

ENGINEERING AGREEMENT

BNSF Agreement No. BF-10011068
 SBCTA Contract No. 17-1001621
 City Contract No. SS04-012

This Engineering Agreement (“**AGREEMENT**”) related to the Mount Vernon Avenue Viaduct Replacement Project over BNSF Railway Intermodal Yard is entered into as of the EFFECTIVE date (defined below) by and among BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”); CITY OF SAN BERNARDINO, a charter city and municipal corporation under the Constitution and laws of the State of California (“**CITY**”); and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“**SBCTA**”). BNSF, CITY and SBCTA are hereinafter individually referred to as a “Party” and collectively referred to as the (“**PARTIES**”). CITY and SBCTA are hereinafter collectively referred to as the “**PUBLIC ENTITY**”.

RECITALS

WHEREAS, the Mount Vernon Avenue Viaduct (“**VIADUCT**”) over the BNSF Railway Intermodal Yard, Main Tracks and Storage Tracks (collectively, the “**BNSF Yard**”) in the City of San Bernardino, California was constructed in 1934 and is an important public transportation facility, for businesses, residents, commuters and emergency services;

WHEREAS, in 1997, Caltrans inspectors determined that the VIADUCT had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. In 2004 and again in 2008, temporary shoring was installed on the existing bridge as a precautionary measure. The shoring was repaired and upgraded in 2014 under a permit from BNSF which is valid for ten years. The temporary shoring restricts BNSF’s ability to maximize the utilization of the BNSF Yard;

WHEREAS, the PUBLIC ENTITY proposes to remove and replace the existing VIADUCT over the BNSF Yard, while making improvements to existing streets, storm drains, traffic signals and related work necessitated by the VIADUCT removal and replacement (hereinafter collectively referred to as the “**PROJECT**” and as further described in the draft 2018 Supplemental Environmental Assessment dated April, 2018);

WHEREAS, the PARTIES wish to efficiently and expeditiously coordinate and complete the PROJECT, in order to minimize impacts and inconvenience to the local community, to limit interference with BNSF’s operations and to restore the operation of the VIADUCT to the public;

WHEREAS, the PARTIES have continued to revise the PROJECT with the goal of reducing construction time and thereby reduce impacts to the businesses, residents, commuters, BNSF and emergency services, and have updated the PROJECT cost estimate, inclusive of mitigation costs, to \$150 million;

WHEREAS, the PARTIES wish to identify and design various mitigation measures which are intended to reduce and offset the PROJECT’s impacts to BNSF’s operations and to reduce the duration in which the VIADUCT will be fully out of service to the community;

WHEREAS, BNSF is willing to commence engineering work to identify and define the scope and nature of such mitigation and is prepared to contribute Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000) (the “**BNSF Contribution**”) toward the cost of part of the total PROJECT;

WHEREAS, the Parties contemplate entering into a Construction and Maintenance Agreement (“**C&M**”) and one or more agreements related to conveyances of properties that will be needed to offset parking impacts to BNSF as a result of the PROJECT (collectively, the C&M and such other agreements are referred to as the “**Project Agreements**”) once the final design of the mitigation and the overall PROJECT has been agreed upon by the Parties;

WHEREAS, the purpose of this AGREEMENT is to authorize BNSF to commence design engineering for such railroad mitigation work associated with the PROJECT. The design engineering will include an engineer’s estimate for railroad mitigation work (“**ESTIMATE**”), which ESTIMATE will be incorporated into the C&M.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. BNSF’s mitigation engineering design shall be managed by BNSF which includes but is not limited to: engineering design of all BNSF buildings, structures, lighting, fencing, electrical and mechanical services, drainage, pavement, site grading, replacement parking and shoofly track(s), and generating an ESTIMATE for all aforementioned items.
3. BNSF will submit its railroad mitigation work engineering plans, specifications and estimates (“**BNSF PS&E**”) to SBCTA for review and comment upon completion of 30%, 60%, 90% and final BNSF PS&E. BNSF shall use best efforts to submit BNSF PS&E to SBCTA in accordance with the schedule attached hereto as Exhibit A and incorporated herein. The Parties agree to meet and confer in good faith to resolve any comments on PS&E to the mutual satisfaction of the Parties.
4. The cost to perform the preliminary design engineering for all of the railroad mitigation work (“**COST**”) is estimated to be Four Hundred Eighty-Six Thousand Five Hundred Forty-Five and No/100 Dollars (\$486,545.00), as shown on Exhibit B attached hereto and made a part hereof. For purposes of this Agreement, “**COST**” means all actual and reasonable costs and expenses incurred by BNSF or a BNSF contractor or consultant in the performance of any of the preliminary design engineering work contemplated in this AGREEMENT including all actual costs and expenses of labor, travel, vehicles, lodging, meals, supplies, machinery, tools and materials incurred for or in connection with BNSF’s provision of the Services, federally approved additives, overhead, applicable sales, use, business and occupation, public utility taxes or any other tax, government charged or assessed fee, or other like assessment or charge. SBCTA will reimburse BNSF the COST under the terms and conditions of the Project Agreements.
5. The Parties agree that any further contribution of funds by BNSF is contingent upon the Parties execution of the Project Agreements.
6. The Parties agree that: (i) the ESTIMATE and the BNSF PS&E will be incorporated into the total PROJECT estimate and design that will be included and be a part of the C&M;

- (ii) SBCTA shall have no obligation to fund any portion of the railroad mitigation work that exceeds forty-eight million three hundred and twenty-five thousand dollars (\$48,325,000) minus any credits given BNSF for railroad mitigation work (“**SBCTA Mitigation Payment**”), and (iii) BNSF shall have no obligation to fund any portion of the PROJECT cost above the BNSF Contribution.
7. BNSF shall provide SBCTA upon written request, evidence of the COST incurred by BNSF pursuant to this AGREEMENT. SBCTA agrees to notify BNSF promptly upon any determination that the PROJECT is financially infeasible or that environmental clearance issues cause the PROJECT to be unduly delayed. BNSF may cease work on the BNSF PS&E upon any such determination whereupon none of the Parties shall have any further obligation under this AGREEMENT.
 8. The Parties do not intend to create any third party beneficiaries hereto and expressly provide that this AGREEMENT does not create any such third party beneficiaries.
 9. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that by executing this AGREEMENT the Parties hereto are formally bound to this AGREEMENT.
 10. Except on subjects preempted by federal law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. Except on subjects preempted by federal law, the Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT. The Parties agree that BNSF is not a contractor of the Public Entity for purposes of this AGREEMENT or otherwise in connection with the Project. The Parties explicitly acknowledge and agree that BNSF is not intended to be a “contractor” or “subcontractor”, within the meaning of, or as those terms are used in or defined in, California Government Code sections 8350 et seq., California Government Code section 12990, and California Code of Regulations, title 2, sections 11100(d) and 11100(f).
 11. The Parties hereto agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated either in the Superior Court of the State of California for the County of San Bernardino. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature.
 12. Federal audit requirements (HBP Funds).
BNSF and SBCTA shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to COST incurred under this Agreement. BNSF and SBCTA shall make such materials available at their respective offices where such materials are kept in the normal course of their respective business at all reasonable times during the AGREEMENT term and for three years from the date of this AGREEMENT. The state, State Auditor, SBCTA, FHWA, or any duly authorized representative of the federal government shall have access to any such materials that are pertinent to the COST for audit, examinations, excerpts, and transactions.
 13. If any clause or provision of this AGREEMENT is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this AGREEMENT and the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.

14. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all Parties hereto.
15. Neither this AGREEMENT, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by any Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
16. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
17. It is mutually understood that this AGREEMENT does not obligate the PROJECT to be constructed or in any way limit any Party's discretion to comment on, approve or disapprove any additional environmental documentation which may be required either under the California Environmental Quality Act or the National Environmental Policy Act whether as a lead agency, responsible agency or interested party. Should such additional environmental documentation not be approved, in any Party's sole and absolute discretion, the Parties shall have no obligation to any other Party to enter into the Project Agreements.
18. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
19. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
20. The Parties agree to commence negotiation of the Project Agreements upon the EFFECTIVE date. The Parties understand that if environmental documentation of the PROJECT is approved, it is in the best interests of the public for SBCTA to award a design-build contract as soon as feasible after environmental approval of the PROJECT, and that the C&M must be in effect before the final Request for Proposals for the design-build contract is issued. The Parties shall negotiate diligently and in good faith the terms of the C&M to completion which will set forth how the BNSF Contribution and the SBCTA Mitigation Payment will be paid and the obligations of the Parties with respect to the PROJECT.

The C&M will include federal audit, invoicing, records retention and other requirements associated with the PROJECT's receipt of HBP funding.

21. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier to the relevant party at the address stated below:

BNSF: French Thompson
 Director of BNSF Public Projects
 2650 Lou Menk Dr. OOB 3rd Floor
 Fort Worth, TX 76131

SBCTA: Paula Beauchamp
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715

CITY: Trish Rhay
Director of Public Works
290 North "D" Street
San Bernardino, CA 92401

IN WITNESS THEREOF, this AGREEMENT has been executed by the Parties hereto and is effective (**"EFFECTIVE"**) on the date signed by the last Party.

SIGNATURES ON FOLLOWING PAGES:

BNSF RAILWAY COMPANY

SIGNATURE PAGE

BNSF RAILWAY COMPANY

By: _____

Name

Title:

Date: _____

Attachment: Mt Vernon Engineering Agr BNSF Draft 04.04.18 sbcta 04.12.18 clean City comments 4-12-18 [Revision 1] (4654 : Mt Vernon

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

SIGNATURE PAGE

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Procurement Manager

Attachment: Mt Vernon Engineering Agr BNSF Draft 04.04.18 sbcta 04.12.18 clean City comments 4-12-18 [Revision 1] (4654 : Mt Vernon

CITY OF SAN BERNARDINO
SIGNATURE PAGE

CITY OF SAN BERNARDINO

By: _____
Andrea M. Miller
City Manager

Date: _____

ATTEST:

Georgeann Hanna, City Clerk

APPROVED AS TO FORM:

By: _____
Gary D. Saenz
City Attorney

Attachment: Mt Vernon Engineering Agr BNSF Draft 04.04.18 sbcta 04.12.18 clean City comments 4-12-18 [Revision 1] (4654 : Mt Vernon

**EXHIBIT A
BNSF PS&E SUBMITTAL SCHEDULE**

<u>Percentage Complete</u>	<u>Months after Agreement Effective Date</u>
30%:	5 months
60%:	7 months
90%:	8.5 months
100%:	9 months
Bid Docs:	9.5 months

Attachment: Mt Vernon Engineering Agr BNSF Draft 04.04.18 sbcta 04.12.18 clean City comments 4-12-18 [Revision 1] (4654 : Mt Vernon

**EXHIBIT B
RAILROAD MITIGATION WORK
DESIGN ENGINEERING COST**

**BNSF-Mount Vernon Bridge Replacement Project
Wilson & Company Cost Proposal - April 19, 2017**

Engineering Estimate

Project Management	\$33,278
Civil Track	\$77,955
Parking Lot	\$65,904
Architecture	\$69,180
Electrical	\$114,554
Mechanical	\$84,622
Structural	\$8,872
Survey	\$14,000
Geotechnical	\$18,180

Total Engineering Design Fee \$486,545

Attachment: Mt Vernon Engineering Agr BNSF Draft 04.04.18 sbcta 04.12.18 clean City comments 4-12-18 [Revision 1] (4654 : Mt Vernon

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2018

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X	X	X								
Janice Rutherford Board of Supervisors		X		X								
James Ramos Board of Supervisors		X	X									
Curt Hagman Board of Supervisors		X		X								
Josie Gonzales Board of Supervisors	X	X	X	X								
Rich Kerr City of Adelanto		X	X									
Curt Emick Town of Apple Valley		X	X	X								
Julie McIntyre City of Barstow		X	X	X								
Bill Jahn City of Big Bear Lake	X	X		X								
Eunice Ulloa City of Chino	X	X	X	X								
Ray Marquez City of Chino Hills	X	X	X	X								
Frank Navarro City of Colton	X	X	X	X								
Acquanetta Warren City of Fontana	X	X	X	X								
Darcy McNaboe City of Grand Terrace	X	X	X	X								
Bill Holland City of Hesperia	X		X	X								

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2018

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland		X	X	X								
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X								
John Dutrey City of Montclair	X	X	X	X								
Edward Paget City of Needles	X	X	X	X								
Alan Wapner City of Ontario	X	X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X								
Jon Harrison City of Redlands	X	X	X	*								
Deborah Robertson City of Rialto		X	X									
R. Carey Davis City of San Bernardino	X	X	X	X								
Joel Klink City of Twentynine Palms	X	X	X	X								
Debbie Stone City of Upland		X	X	X								
Jim Kennedy City of Victorville	X	X										
David Avila City of Yucaipa			X	X								
Rick Denison Town of Yucca Valley	X	X	X	X								
John Bulinski Ex-Official Member		X	X	X								

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on March 15, 2018. The next meeting is scheduled for Thursday, April 19, 2018, at 2:00 p.m., in Conference Room CC8.

FYs 2016-18 Natural Gas Infrastructure Program

The MSRC approved release of Program Announcement #PA2017-07 under the FYs 2016-18 Work Program. The Program Announcement, with a targeted funding level of \$4.0 million, provides funds for new and expanded natural gas stations, as well as for the upgrade of existing vehicle maintenance facilities and technician training. Stations will be eligible for up to 50 percent of station capital equipment, site construction, signage, and reasonable project management costs, not to exceed the specified maximum award amounts. The maximum MSRC funding per project varies from \$100,000 to \$275,000 depending upon whether the applicant is a public or private entity, accessibility level of the proposed project, and the number of fuels offered. Additionally, projects may be eligible for a \$100,000 bonus if they commit to use at least 50% renewable natural gas for a minimum of five years. The RFP includes an open application period commencing with its release on June 2, 2017, and closing June 30, 2018. The MSRC has previously approved awards totaling \$866,500 under this Program. The MSRC has received an additional application in response to this solicitation. The MSRC approved a contract award to Irvine Ranch Water District in an amount not to exceed \$190,000 for installation of a new limited access CNG station and technician training as part of the FYs 2016-18 Work Program. This contract award will be considered by the SCAQMD Board at its April 6, 2018 meeting.

FYs 2016-18 Local Government Partnership Program

The MSRC approved the release of Local Government Partnership PON2018-01 under the FYs 2016-18 Work Program. The Invitation to Negotiate (ITN), with a targeted funding level of \$21,180,650, focuses on providing funds for projects to support SCAQMD's 2016 AQMP. Cities and counties which have opted into the AB 2766 motor vehicle registration surcharge fee program are eligible to participate. The majority of participants would be allocated maximum funding equivalent to their annual AB 2766 Subvention Fund allocation; however, those whose annual Subvention Fund allocation is less than \$50,000 would be eligible to receive a maximum of \$50,000, and the maximum allocation for any single city or county would be \$3,000,000. MSRC funding could be used for light-duty zero emission vehicle purchases and leases; medium- and heavy-duty

zero emission vehicle purchases, near-zero emission heavy-duty alternative fuel vehicle purchases and repower, electric vehicle charging station installation, and construction or expansion of alternative fuel refueling infrastructure, subject to match funding requirements as outlined in the ITN. Additionally, those jurisdictions eligible for a maximum contribution of \$50,000 would have the option to pursue traffic signal synchronization, bicycle active transportation, and first mile/last mile strategies. The ITN includes an open application period commencing with its release on September 1, 2017, and closing August 2, 2018. The MSRC previously approved awards totaling \$267,541 in response to this solicitation. The MSRC approved eight additional awards as part of the FYs 2016-18 Work Program:

- a. A contract with the City of Grand Terrace in an amount not to exceed \$45,000 to install electric vehicle charging infrastructure;
- b. A contract with the City of Diamond Bar in an amount not to exceed \$73,930 to install electric vehicle charging infrastructure, procure up to two light-duty electric vehicles, and purchase one heavy-duty near-zero-emission vehicle;
- c. A contract with the City of Arcadia in an amount not to exceed \$74,650 to procure one heavy-duty zero-emission vehicle and procure one heavy-duty near-zero-emission vehicle;
- d. A contract with the City of Duarte in an amount not to exceed \$50,000 to procure one heavy-duty zero-emission vehicle;
- e. A contract with the City of Calabasas in an amount not to exceed \$50,000 to install electric vehicle charging infrastructure;
- f. A contract with the City of Westlake Village in an amount not to exceed \$50,000 to install electric vehicle charging infrastructure;
- g. A contract with the city of Indian Wells in an amount not to exceed \$50,000 to install electric vehicle charging infrastructure; and
- h. A contract with the City of Westminster in an amount not to exceed \$120,900 to install electric vehicle charging infrastructure, procure up to three light-duty zero-emission vehicles, and procure one medium/heavy-duty zero-emission vehicle.

These contract awards will be considered by the SCAQMD Board at its April 6, 2018 meeting.

FYs 2016-18 Hydrogen Infrastructure Partnership Program

Previously, the MSRC approved a sole-source contract award to the California Energy Commission (CEC) in an amount not to exceed \$3,000,000 to fund hydrogen infrastructure projects. CEC had offered to provide assistance in the selection and administration of MSRC-funded hydrogen projects. However, during discussions with CEC during the contract negotiation process, it was determined that in some cases the CEC procurement processes might not dovetail well with MSRC needs. A modified approach was developed by which the MSRC would retain more direct control over program implementation and administration through the issuance of a Program Opportunity Notice (PON). The PON process would not only retain partnership with CEC, but also encourage partnership with other regulatory agencies such as SCAQMD and CARB as well as participation by other public and private stakeholders. The PON,

with an initial targeted funding level of \$3,000,000, would provide flexibility to the MSRC while reducing the upfront proposal preparation burden on prospective project partners. The PON includes an open application period commencing with its release on April 6, 2018, and closing April 10, 2020. Upon receipt of a hydrogen station concept, the MSRC could a) request a more detailed proposal for possible sole-source award; b) notify entities that an RFP will be issued at a later date; or c) decline the funding request. The MSRC approved the rescission of the previous award to CEC and release of PON2018-02 under the FYs 2016-18 Work Program. This solicitation will be considered by the SCAQMD Board at its April 6, 2018 meeting.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following actions:

1. For County of Los Angeles, Department of Public Works, Contract #ML05014, which provides \$204,221 to implement various signal synchronization projects, a three-month contract term extension; and
2. For City of Bellflower, Contract #ML12051, which provides \$100,000 to install electric vehicle charging infrastructure, a nineteen-month contract term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro J. Mulvihill D. Robertson L. Michael R. Marquez B. Jahn B. Stanton C. Hagman	J. Mulvihill B. Jahn	D. Robertson	F. Navarro L. Michael R. Marquez B. Stanton C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees.		Julie McIntyre David Avila Ed Paget	Diane Williams Cynthia Moran Jon Harrison	L. McCallon

Rules of Appointment

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/18
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/19
Metro Gold Line Phase II Joint Powers Authority	Vacant, Primary Curt Hagman, Supervisor, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/19 12/31/18
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/18 12/31/18
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Vacant, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/18 12/31/18

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4 th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA).	12/31/19
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Jon Harrison, Redlands, Alternate Ray Marquez, Chino Hills, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of \$100 per day from SCRRRA for participation.	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	
California Vanpool Authority (CalVans)	Vacant, Primary Vacant, Alternate,	President	CalVans is a Joint Powers Authority (JPA) public transit agency that operates in 13 California urbanized areas including Riverside, Imperial, Ventura and Kern counties. Board meetings occur the second Thursday of each month at 10 a.m.	

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p><u>West Valley</u> Alan Wapner, Ontario, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga Curt Hagman, Supervisor Acquanetta Warren <u>East Valley</u> Frank Navarro, Colton Darcy McNaboe, Grand Terrace (Chair MVSS) Larry McCallon, Highland James Ramos, Supervisor, Vice President (Chair) <u>Mountain/Desert</u> Robert A. Lovingood, Supervisor (Past President) Bill Jahn, Big Bear Lake (Chair MDC/TC) Joel Klink, Twentynine Palms Bill Holland, City of Hesperia</p>	<p>6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018 6/30/2018</p>
<p>Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>Bill Jahn, Big Bear Lake (Chair) Jon Harrison, Redlands** (Vice Chair) Frank Navarro, Colton James Ramos, Supervisor Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* R. Carey Davis, San Bernardino Acquanetta Warren, Fontana Ray Marquez, Chino Hills**</p>	<p>(6/30/2018) Indeterminate (6/30/2018) 12/31/2019 12/31/2018 Indeterminate 12/31/2019 12/31/2018 12/31/2018 Indeterminate 12/31/2019 12/31/2019 Indeterminate</p>

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1)Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10)Address any special issues of PASTACC voting and non-voting members (Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Foothill Aids, Director *</p> <p>OPARC, Director *</p> <p>Community Senior Services, Director *</p> <p>Loma Linda Medical Center, Manager</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2020</p> <p>9/30/2020</p> <p>9/30/2020</p> <p>2/28/2019</p> <p>5/31/2020</p>

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

* Manager or Director may designate alternate/s

Communication: Committee Membership (Committee Membership)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Donald Driftmier (A) Thomas Gaffery (B) Wayne Hendrix (C) Norman Orfall (D) Mike Layne (E) Alan Wapner, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>12/31/20 12/31/20 12/31/18 12/31/18 06/30/18</p>

Communication: Committee Membership (Committee Membership)

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Legislative</p> <p>In March 2013, the SBCTA Board President appointed this ad hoc committee.</p> <p>This committee will consist of the SBCTA Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Alan Wapner, Ontario Vice President – James Ramos, Supervisor Immediate Past President – Robert Lovingood, Supervisor</p>

<p>Council of Governments Ad Hoc Committee In June 2016, the SBCTA Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair Curt Emick, Apple Valley Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton James Ramos, Supervisor Janice Rutherford, Supervisor</p>
<p>ByLaws Ad Hoc Committee In December 2016, the Board of Directors authorized the reactivation of the Ad Hoc Committee and the President to make appointments.</p>	<p>To study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments.</p>	<p>Alan Wapner, Ontario Robert Lovingood, County of San Bernardino Janice Rutherford, County of San Bernardino Dusty Rigsby, Loma Linda</p>

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SBCTA.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>

Communication: Committee Membership (Committee Membership)

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996