

AGENDA
Board of Directors Meeting
October 2, 2019

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

******Convene Regular Meeting at 10:30 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

Darcy McNaboe, Mayor
City of Grand Terrace

Vice-President

Frank Navarro, Mayor
City of Colton

Gabriel Reyes, Mayor
City of Adelanto

Art Bishop, 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

Acquanetta Warren, Mayor
City of Fontana

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes “Dusty” Rigsby, Mayor
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Toni Momberger, Council Member
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Mayor Pro Tem
City of Twentynine Palms

Debbie Stone, Mayor
City of Upland

Jim Cox, Council Member
City of Victorville

David Avila, Mayor Pro Tem
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Robert Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Michael Beauchamp, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

**Board of Directors
October 2, 2019**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Threatened) Pursuant to Government Code Section 54956.9(d)(2)--1 case
SBCTA--Claim filed by HNTB Corporation
Based on existing facts and circumstances there is a significant exposure to litigation.
- 2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)--18 cases
 - a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
 - b. SBCTA--*San Bernardino County Transportation Commission v. Jong Uk Byun, Central Metal, Inc.*
San Bernardino Superior Court Case No. CIVDS 1302767
 - c. SBCTA--*Central Metal, Inc. v. Shimmick Construction Company, Inc.*
San Bernardino Superior Court Case No. CIVDS 1518775
 - d. SBCTA--*Central Metal, Inc. v. San Bernardino County Transportation Commission*
San Bernardino Superior Court Case No. CIVDS 1602934
 - e. SBCTA--*Michael Foster v. State of California, County of San Bernardino, San Bernardino Associated Governments*
San Bernardino Superior Court Case No. CIVDS 1605806
 - f. SANBAG--*Abel Diaz and Martha Diaz, et al. v. Bluegill Construction, SAMAS, San Bernardino Associated Governments and Security Bank of California*
San Bernardino Superior Court Case No. CIVDS 1620712
 - g. SBCTA--*Gilbert Ramos and Rosa Ramos v. San Bernardino County Transportation Authority, Caltrans*
San Bernardino Superior Court Case No. CIVDS 1707564
 - h. SBCTA--*Tressy Capps, Ly Kou, Stephen Rogers, Lorena Masonis v. California Department of Transportation, San Bernardino County Transportation Authority*
San Bernardino Superior Court Case No. CIVDS 1711731
 - i. SBCTA--*Southern California Edison v. SBCTA, Heirs and Devisees of Dee Kimura, et al.*
San Bernardino Superior Court Case No. CIVDS 1717318
 - j. SBCTA--*Southern California Edison v. SBCTA, SCRRA, et al.*
San Bernardino Superior Court Case No. CIVDS 1717085
 - k. SBCTA--*Southern California Edison v. SBCTA, BNSF, et al.*
San Bernardino Superior Court Case No. CIVDS 1811360

- l. SBCTA--*Billy Ardt, Inc.; KLR Property, LLC v. SBCTA*
San Bernardino Superior Court Case No. CIVDS 1813981
- m. SBCTA--*Southern California Edison v. SBCTA, BNSF, et al.*
San Bernardino Superior Court Case No. CIVDS 1818929
- n. SBCTA--*Southern California Edison v. SBCTA, BNSF, et al.*
San Bernardino Superior Court Case No. CIVDS 1819117
- o. SBCTA--*SBCTA v. Kris Wyatt, Randy Wyatt and Wyatt's Paint and Body*
San Bernardino Superior Court Case No. CIVDS 1907554
- p. SBCTA--*SBCTA v. Rosa Lopez, Jose Lopez, Michael Kent Lawson and Frankie Lawson, Trustees*
San Bernardino Superior Court Case No. CIVDS 1907603
- q. SBCTA--*Tressy Capps v. San Bernardino County Transportation Authority*
San Bernardino Superior Court Case No. CIVSMCFS 1807536
- r. SBCTA--*Emily Chen v. San Bernardino County Transportation Authority, Michael Baker Intl., et al.*
Orange County Superior Court Case No. 30-2018-01034245-CU-OE-CJC

**** Convene Regular Meeting at 10:30 a.m. ****
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

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 Darcy McNaboe)

- 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. August 2019 Procurement Report

Pg. 17

Receive the August 2019 Procurement Report.

Presenter: Hilda Flores

This item was received by the General Policy Committee on September 11, 2019.

Consent - Air Quality/Traveler Services

3. Award Freeway Service Patrol (FSP) Tow Services Contracts

Pg. 25

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

A. Award Contract No. 19-1002171 to Steve's Towing for Freeway Service Patrol Beat No. 27 for a five-year term, for an amount not-to-exceed \$2,875,132.00.

B. Award Contract No.19-1002172 to Pomona Valley Towing for Freeway Service Patrol Beat No. 5 for a five-year term, for an amount not-to-exceed \$1,814,877.00.

Presenter: Jenny Herrera

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

4. Approve Contract No. 19-1002214 for Electric Vehicle Infrastructure

Pg. 69

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

A. Award Contract No. 19-1002214 to the lowest responsive, responsible bidder, Elecnor Belco Electric, Inc., for SBCOG's Electric Vehicle Infrastructure Project, in an amount not-to-exceed \$330,000.00; and

B. Approve a 10% contingency for Contract No. 19-1002214 for the Electric Vehicle Infrastructure Project in the amount of \$33,000.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Consent - Project Delivery

5. Request for Proposals for Final Design Services for Interstate 15 Corridor Contract 1

Pg. 73

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

Authorize the release of Request for Proposals No. 20-1002266 for preparation of Plans, Specifications, and Estimates for the Interstate 15 Corridor Contract 1 project.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the RFP.

6. California Department of Toxic Substances Control Operation and Maintenance Agreement for the I-215 Barton Road Interchange Project Pg. 89

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

Approve Operation and Maintenance Agreement No. 20-1002278 with the California Department of Toxic Substances Control for the remediation of a property located on the Interstate 215 Barton Road Interchange Project in the estimated amount of \$53,980 to be paid with Measure I Valley Freeway funds. **Presenter: Paula Beauchamp**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the agreement.

7. Interstate 10 University Street Improvements Project - Cooperative Agreement Amendment 1 and Request to Release Invitation For Bids Pg. 173

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

A. Approve Amendment 1 to Agreement No. R14088 with the City of Redlands to redefine the project funding responsibilities based on the revised project cost estimates, increasing San Bernardino County Transportation Authority's share of project costs to \$4,346,013 and the City of Redlands share of project costs to \$1,292,547.

B. Authorize advertising Invitation for Bids No. 20-1002290 for the construction of the Interstate 10 University Street Improvements Project in the City of Redlands.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (17-0-1; Abstained: Momberger) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the amendment and IFB.

8. Resolution No. 20-038 Interstate 10 Corridor Contract 1 Finding of Necessity Pg. 181

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

Approve Resolution No. 20-038 authorizing a finding of necessity per Public Contract Code Section 4109 for the Interstate 10 Corridor Contract 1 Project, Contract No. 17-1001599, and the procurement of subcontractors.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (14-0-3; Abstained: Rowe, Rutherford and Wapner) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel has reviewed this item and the draft Resolution.

Consent - Regional/Subregional Planning

9. Riverside County Transportation Commission Coachella Valley-San Gorgonio Pass Rail Project Pg. 203

Receive an update on the Riverside County Transportation Commission Coachella Valley-San Gorgonio Pass Rail Project. **Presenter: Steve Smith**

This item was received by the Board of Directors Metro Valley Study Session on September 12, 2019.

Consent - Transportation Programming and Fund Administration

10. Caltrans Electronic Program Supplement Agreement (PSA) and Signature

Pg. 207

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

A. Adopt Resolution No. 20-002 authorizing the Executive Director or designee to execute Program Supplement Agreements in electronic format for specific state-funded projects under Master Agreement No. 17-1001680, based upon SBCTA Board of Directors' prior approval of the specific project, and repealing Resolution No. 17-041.

B. Adopt Resolution No. 20-003 authorizing the Executive Director or designee to execute Program Supplement Agreements in electronic format for specific federal-aid funded projects under Master Agreement No. 17-1001679, based upon SBCTA Board of Directors' prior approval of the specific project and costs, and repealing Resolution 17-042.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA General Counsel has reviewed this item and the draft Resolutions.

Consent - Legislative/Public Outreach

11. State and Federal Legislative Update

Pg. 213

Receive and file the September 2019 State and Federal Legislative Update.

Presenter: Otis Greer

This item was received by the General Policy Committee on September 11, 2019.

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 - Project Delivery

12. Interstate 215 Segments 1, 2 and 3 - Award EEP Contract No. 19-1002026

Pg. 247

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

A. Award Contract No. 19-1002026 to the lowest responsive, responsible bidder, Diversified Landscape, Inc. for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting (EEP) Project, in an amount not-to-exceed \$1,451,300.00.

B. Approve a contingency amount of \$145,130.00 for Contract No. 19-1002026 on the I-215 Segments 1, 2 and 3 EEP Project, totaling 10% of the contract amount, and authorize the Executive Director or his designee to release the contingency as necessary for the project.

Presenter: Henry Stultz

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the contract.

13. Mt. Vernon Viaduct Railroad Agreements

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

A. Authorize the SBCTA Board President to execute Construction and Maintenance Agreement No. 19-1002208 with BNSF Railway and the City of San Bernardino for the demolition, construction, and maintenance of the Mt. Vernon Viaduct, and for SBCTA to pay BNSF Railway actual construction support costs, estimated at \$4,300,000, provide a mitigation payment to BNSF in an amount not-to-exceed \$48,325,000, and receive a project contribution from BNSF for \$29,500,000, upon finalization by staff and approval as to form by SBCTA General Counsel.

B. Authorize the SBCTA Board President to execute Property Conveyance Agreement No. 19-1002209 between SBCTA and BNSF Railway for the Mt. Vernon Viaduct project detailing disposition of properties between the two entities upon finalization by staff and approval as to form by SBCTA General Counsel.

C. Authorize the SBCTA Board President to execute Construction Agreement No. 19-1002210 between SBCTA and Southern California Regional Rail Authority for design and construction parameters and payment of up to \$250,000 for engineering, flagging and inspection costs for the Mt. Vernon Viaduct project, upon finalization by staff and approval as to form by SBCTA General Counsel.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (11-0-2; Abstained: Hagman and Rowe) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the agreements.

Discussion - Transit

14. Private Transportation Provider Pilot Program: Award Contract to Lyft, Inc.

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

Approve Contract No. 19-1002051 with Lyft, Inc. for a twelve (12) month term in an amount not-to-exceed \$408,750 for the Private Transportation Provider Pilot Program to and from the Ontario International Airport.

Presenter: Carrie Schindler

This item was reviewed and recommended for approval (5-3-0; Opposed: Denison, Bishop and Rowe) by the General Policy Committee on September 11, 2019. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the contract.

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

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Acronym List	Pg. 285

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 288
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Committee Membership

Representatives on SCAG Committees	Pg. 292
Appointments to External Agencies	Pg. 293
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Mission Statement

Mission Statement	Pg. 301
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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...

October 2019

SBCTA Meetings – Cancelled: General Policy Committee

SBCTA Meetings – Scheduled:

General Policy Committee	CANCELLED	---	---
Transit Committee Meeting	Oct 10	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Oct 10	10:00 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Oct 10	10:30 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Oct 11	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

Business 2 Business Expo	Oct 29	9:00 am	Ontario, CA
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For additional information, please call SBCTA at (909) 884-8276

Communication: Calendar of Events (Announcements)

Minute Action

AGENDA ITEM: 1

Date: *October 2, 2019*

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
3	19-1002171	Steve's Towing <i>Miguel Leyva, President</i>	None
3	19-1002172	Pomona Valley Towing <i>Marc Weis, Managing Partner</i> <i>and Edward Carpinelli,</i> <i>Managing Partner</i>	None
4	19-1002214	Elecnor Belco Electric, Inc. <i>Alberto Garcia De Los Angeles, President</i> <i>John Wong, Vice President</i> <i>Jeroni Gervilla, Treasurer</i> <i>Pedro Enrile, Secretary</i>	None
8	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex CGO Construction CH2M Hill Engineers, Inc. CMC Commercial Metals

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

Item No.	Contract No.	Principals & Agents	Subcontractors
			Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming & Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. G3 Quality, Inc. G&F Concrete Cutting Global Road Sealing Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply & Manufacturing JT Construction Products, LLC L Johnson Construction L.B. Foster Construction Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks

Item No.	Contract No.	Principals & Agents	Subcontractors
			Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A Inc. Vulcan Materials
12	19-1002026	Diversified Landscape, Inc. <i>Vicki Morales</i>	None
13	19-1002208	BNSF Railway <i>French Thompson</i>	None
13	19-1002209	BNSF Railway <i>French Thompson</i>	None
14	19-1002051	Lyft, Inc. <i>Gyre Renwick</i>	ButterFli Technology, Inc.

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *October 2, 2019*

Subject:

August 2019 Procurement Report

Recommendation:

Receive the August 2019 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; d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less; and e) release Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and 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 month of August 2019 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 2019/2020 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 September 11, 2019.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

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

Attachment A

August Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
20-1002283	Transportation Investment Generating Economic Recovery(TIGER) Grant Agreement	Federal Transit Administration and Omnitrans	\$0.00	TIGER Grant between the US Department of Transportation and Omnitrans as a direct recipient and SBCTA as a sub-recipient
20-1002270	Legal Services	Nossaman, LLP	\$25,000.00	Claim and Litigation Representation
19-1002131	Non-Disclosure Agreement	Southern California Edison	\$0.00	SR 60 Central non-disclosure agreement to comply with federal security requirements

Attachment A

August 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
C14006 Amendment 2	Extend the contract expiration date and acknowledge new vendor name. Project: Disclosure Counsel Services	Norton Rose Fullbright US, LLP	Original \$200,000.00 Amendment 1 \$0.00	\$0.00	\$200,000.00
C14186 Amendment 2	Exercise the first option year and increase the not-to-exceed amount. Project: Document Management Software Maintenance and Hardware for the Entire Agency	ECS Imaging, Inc.	Original \$265,000.00 Amendment 1 \$100,000.00	\$30,000.00	\$395,000.00
16-1001424 Amendment 1	Add new pound codes to call box cellular services. Project: Verizon Wireless for the Call Box Network.	Cello Partnership/ Verizon Wireless	Original \$0.00	\$0.00	\$0.00

Attachment: August Procurement report Attachment A (6091 : August 2019 Procurement Report)

Attachment A

August 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
19-1002185 CTO 2	Provide general planning staff support through June 2022	Michael Baker	\$1,195,000.00 Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge Systematics (19-1002187), HDR Engineering (19-1002188), & Dudek (19-1002189)		Original \$79,444.64 Total \$79,444.64
19-1002189 CTO 3	Provide sustainability staff support through June 2022	Dudek	\$1,195,000.00 Shared with Alta Planning (19-1002103), Michael Baker (19-1002185), Fehr & Peers (19-1002186), Cambridge Systematics (19-1002187), & HDR Engineering (19-1002188)		Original \$59,850.00 Total \$59,850.00

Attachment: August Procurement report Attachment A (6091 : August 2019 Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
19-1002103 CTO 4	Provide active transportation program staff support through June 2022	Alta Planning	\$1,195,000.00 Shared with Michael Baker (19-1002185), Fehr & Peers (19-1002186), Cambridge Systematics (19-1002187), HDR Engineering (19-1002188), & Dudek (19-1002189)		Original \$99,928.00 Total \$99,928.00
19-1002186 CTO 5	Provide Council of Government staff support through June 2022	Fehr & Peers	\$1,195,000.00 Shared with Alta Planning (19-1002103), Michael Baker (19-1002185), Cambridge Systematics (19-1002187), HDR Engineering (19-1002188), & Dudek (19-1002189)		Original \$41,065.72 Total \$41,065.72

Attachment: August Procurement report Attachment A (6091 : August 2019 Procurement Report)

Attachment A

August Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001952	8/5/19	AT&T	Internet services from July 2019 to June 2020	\$34,000.00
4001947	8/14/19	TransTrack Systems	Vanpool System Maintenance	\$14,269.00
4001946	8/14/19	Agiline, LLC.	SharePoint Portals and services support from 9/1/19 to 8/31/20	\$14,400.00
4001944	8/14/19	Rabiner Resource, Inc.	Consulting fee for visioning AdHoc facilitation, includes meetings, advance phone calls and all Mr. Rabiner's travel and expenses	\$10,000.00
4001956	8/21/19	Jill Smolinski	Regional rideshare implementation committee marketing Fiscal Year 2019/2020	\$5,780.00
4001957	8/21/19	G/M Business Interiors	Misc. GMBI items for Fiscal Year 2019/2020	\$6,000.00
4001961	8/21/19	Iron Mountain Information Management	Paper Record Management Storage	\$44,900.00
4001963	8/29/19	Environmental Systems Research	ARC GIS Maintenance Agreement	\$13,100.00

Attachment: August Procurement report Attachment A (6091 : August 2019 Procurement Report)

Attachment A

August 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
4001947	Correction to the Vanpool System Maintenance PO Amount	TransTrack Systems	\$14,269.00	\$254.00	\$14,523.00

Attachment: August Procurement report Attachment A (6091 : August 2019 Procurement Report)

Attachment B August 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: August Procurement report Attachment B (6091 : August 2019 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: *October 2, 2019*

Subject:

Award Freeway Service Patrol (FSP) Tow Services Contracts

Recommendation:

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

- A. Award Contract No. 19-1002171 to Steve’s Towing for Freeway Service Patrol Beat No. 27 for a five-year term, for an amount not-to-exceed \$2,875,132.00.
- B. Award Contract No.19-1002172 to Pomona Valley Towing for Freeway Service Patrol Beat No. 5 for a five-year term, for an amount not-to-exceed \$1,814,877.00.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat.” The FSP program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has eight (8) separate Beats in operation assisting more than 3,500 motorists each month.

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB1), which contained a \$25 million statewide increase for FSP. On June 27, 2017, Governor Brown signed the state budget, making the SB1 FSP funds official. On November 7, 2018, Proposition 6, which would have repealed the SB1 funds, was not passed by the voters. Therefore, the SB1 funding for FSP services will remain in place for the foreseeable future.

The SB1 FSP funds come in three parts, one is to address the inflation costs to any existing Beats, the second part is for the California Highway Patrol (CHP) to cover extra costs for their program supervision, and the last portion is for “new” or “expanded service.” In June of 2017, SBCTA evaluated options for immediately improving FSP services in San Bernardino County. On September 6, 2017, the SBCTA Board approved the following actions, which included expanding weekday hours of operation by 30 minutes in the AM and one (1) hour in the PM. The second action approved was to initiate a weekend FSP service pilot program. The last action is to initiate a new Beat along Interstate (I) 15 from Sierra Avenue to Oak Hill Road, a much needed area of coverage in the Cajon Pass.

Prior to the release of a Request for Proposal (RFP), staff does outreach that consists of various components with the goal to increase the participation of tow operators in the FSP Program.

Outreach includes:

1. **Telephone Outreach:** Called more than 150 tow operators in the Inland Empire region that could qualify for the minimum requirements.
2. **Face-to-Face meetings:** Met with five (5) tow operators during this RFP process. Staff met with these tow operators to discuss any questions they had about the process.
3. **Proposal Writing Seminar:** Conducted a “How to create a proposal workshop” in June 2018 for tow operators interested in the FSP Program. The workshop provides tow

Entity: San Bernardino County Transportation Authority

operators proposal writing assistance and the opportunity to ask questions about the FSP Program. A total of four (4) companies attended the seminar.

4. **Presentation and booth at the 2019 California Tow Truck Association (CTTA) Tow Show:** Conducted a presentation about the FSP Program at the event as well as hosted a booth with nine (9) other counties in the state to provide information about FSP.

These efforts helped in bringing knowledge and awareness about the FSP program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities. It also helps SBCTA continue its ongoing relationship with local tow companies and the CTTA for any future RFPs that may be released as well as for better communication about current topics and issues in the tow industry.

On July 10, 2019, RFP 19-1002171 for Beats 5 and 27 was released to cover the following areas:

1. Beat 5 – State Route (SR)-60 from SR-71 to Milliken Avenue
2. Beat 27 – Interstate (1)-15 from Sierra Avenue to Oak Hill Road

The RFP was posted on SBCTA’s website and notifications of the RFP were sent out to forty-seven (47) vendors registered on Planet Bids and downloaded by eight (8) firms. Public Notice ads were placed in several local newspapers. A non-mandatory Pre-Proposal meeting took place on July 17, 2019 and was attended by seven (7) companies. Addendum No. 1 was issued on July 19, 2019 to include the Pre-Proposal Conference sign-in sheet and responses to questions received prior to the submittal deadline.

Seven (7) proposals were received by the date and time specified in the RFP. The Procurement Analyst conducted a responsiveness review and found all proposals to be responsive.

Overall, staff made extensive outreach efforts for this RFP. Changes made to the FSP contract in this RFP include: offering a different hourly rate for each year of the contract to allow for inflation costs, allowing for disbursement of a mobilization cost to help the tow company purchase their tow trucks and insurance prior to the start of the contract, and lastly, allowing for a difference in hourly rates when it comes to their regular FSP work and “extra work” which is work usually done outside of the normal FSP hours.

The Evaluation Committee that reviewed the proposals consisted of two (2) representatives from the CHP local office, one (1) staff member from Riverside County Transportation Commission (RCTC), and two (2) staff members from SBCTA. After an initial review, the Evaluation Committee made their “short list” recommendations based on the following criteria.

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer’s understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

A total of five (5) tow operators made the short-list, with one (1) firm bidding on both Beats, and were notified that they would be visited by the Evaluation Committee for an on-site field interview. The final list of the short-listed proposers included (in alphabetical order): Desert

Valley Towing of San Bernardino, Freeway Towing of Los Angeles, Pomona Valley Towing of Pomona, Royal Coaches Towing of Azusa and Steve's Towing of Rancho Cucamonga.

The Evaluation Committee conducted interviews at each Proposer's tow yard. Each Proposer was asked a series of questions and the Evaluation Committee walked each tow yard to ensure it met basic FSP needs and requirements, such as having a secure lot that will house the FSP tow trucks.

Pomona Valley Towing was ranked as number one for Beat 5. Pomona Valley Towing is best suited to perform the services for Beat 5 for a variety of reasons, including that the firm 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, and has demonstrated exceptional FSP service experience with SBCTA. Pomona Valley Towing has extensive experience with law enforcement tow programs. Pomona Valley Towing emphasized the importance of maintaining high standards and providing great customer service. In addition, Pomona Valley Towing received excellent references. Pomona Valley Towing's average hourly rate for all five (5) years of the contract is \$79.35. Their "extra work" hourly rate average for all five (5) years is \$91.75.

Steve's Towing was ranked as number one for Beat 27. Steve's Towing is best suited to perform the services for Beat 27 for a variety of reasons, including that the firm 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, and has demonstrated exceptional FSP service experience with SBCTA. Steve's Towing has extensive experience with law enforcement tow programs. Steve's Towing emphasized the importance of maintaining high standards and providing great customer service. Steve's Towing is the only vendor that has ever worked FSP in the Cajon Pass on a prior contract with SBCTA; they showed great knowledge and understanding of all the complications that can occur in a dangerous zone such as the Cajon Pass. Steve's Towing also received excellent references. To ensure the utmost public safety and safety to the drivers of the FSP program, SBCTA and Steve's Towing have agreed to utilize flatbed tow trucks for this Beat only. Flatbed tow trucks are known to be more expensive in purchase price, however it is the safety method for an area like the Cajon Pass in which the drivers will be able to pick up vehicles and move them out of the pass and into a safe zone. Steve's Towing's average hourly rate for all five (5) years of the contract is \$89.77. Their "extra work" hourly rate average for all five (5) years is \$95.47.

The Scope of Work for each vendor is attached to and incorporated into each contract as Exhibit A. Upon Board approval, the contracts will be executed and service for Beats 5 and 27 are set to begin on January 2, 2020.

Financial Impact:

Funds for both Beats are included in the Fiscal Year (FY) 2019/2020 Budget. Future funding to reimburse the contractors in subsequent fiscal years will be included in those respective budgets.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:

Jenny Herrera, Management Analyst III

Board of Directors Agenda Item
October 2, 2019
Page 4

Approved
Board of Directors
Date: October 2, 2019
Witnessed By:

San Bernardino County Transportation Authority

EXHIBIT A “SCOPE OF WORK”

FREEWAY SERVICE PATROL

BEAT 27: I-15 FROM SIERRA AVENUE TO OAK HILL ROAD

1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate number of Freeway Service Patrol (FSP) Certified Trucks:

Two (2) primary certified FSP flatbed tow trucks and one (1) certified back-up FSP flatbed tow truck.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will remove the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual.

The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident, as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SBCTA and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SBCTA and Caltrans have an agreement under which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (FSP TAC meetings) who has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SBCTA and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR

is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule.

4.0 Equipment Requirements:

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

The FSP Program will utilize two-vehicle car carrier/flatbed Class A tow trucks with a seating capacity for five (5). The tow trucks will have a minimum gross vehicle weight rating of 21,000 pounds and a rear gross adjusted weight rating of 15,000 pounds. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the

inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company:

FLATBED TOW TRUCK EQUIPMENT LIST

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Paint: White Only, 4" max black lettering	Shovel: Square point

Rubber faced push bumper(s)	Large Pry Bar: Minimum 36 inch length
Vehicle numbers on both sides	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
2 FSP signs	Hydraulic Floor Jack: 2-Ton capacity
Headlights	Jack stand: 2-Ton capacity
Turn Signals	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Reflectors, Front and Side	Bolt Cutters
Clearance Lamps (>80" Wide)	One 4 - Ton snatch block
Amber Warning Lights: Front/rear selectable, in-cab controls	Flares: Total burn time of 360 minutes minimum
License Plate Lamp	Metric and Standard 4-way Lug Wrenches
Tail Lamps	Sledge Hammer: 4 pound
Stop Lamps	Utility/ Motorcycle Straps
Backup Lamps	Steering Wheel Securement Device
Rear work lights	Funnel with flexible spout
Reflectors, Rear	Water Container: Plastic, 5 gallon
Extension Tail/ Stop Lamps	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Fenders / Mudguards	Absorbent Can with lid: 5 gal. of clean absorbent
Windshield	Trash Can with lid: 5 gal., empty
Windshield Wipers	Cones: 6 ea., 18 inch height, reflectorized w/ tape
Spotlight: Body mounted, front to rear coverage	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Service Brakes	Booster Cable Connectors: mounted front and rear
Parking Brake	Battery Rating: 60 Amp-hour or greater
Mirrors	Tire Tread
Horn	Wheels
Beam Indicator	Suspension
Cab interior lighting suitable for reading and writing	Steering
Truck to Shop Communications System	Frame
FSP Two-Way Radios / Terminals	Exhaust System
Scanner: Operating and properly programmed	Fuel Cap(s)
Public Address System	
Flashlight	
Spare flashlight batteries/ Charger for rechargeable	Tool Kit
First Aid kit: 5"x9"	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips

Lockout Tool Set	Adjustable Wrenches: 8" and 12"
Warning Devices (Reflectors)	Pliers: Needle nose and adjustable rib joint, 2 inch capacity
	Duct tape, Electrical tape, mechanics wire: 1 roll each
	Rubber Mallet
	Tire Pressure Gauge

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

CAR CARRIER/ TWO VEHICLE

Minimum seating capacity for 5 adults	50' 3/8" 6X19 Wire rope or OEM Specifications
GVWR: Minimum. 21,000 lbs.; Rear GAWR 15,000 min.	J/T Hook Loading Bridle Chains
Carrier Bed Frame	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Material: Steel or Aluminum	Wheel Lift Assembly; Rated 3,000 Pounds-Extended
Bed Length: 19.5 ft. minimum	(2) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5 foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to

the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker" or a handheld "mic," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract,

unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in paragraph A above, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the Tablet Computer (per 4.0 E., below) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices).
Special Note: If you are considering purchasing something else other than a Verizon Push to

Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or service truck during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA

determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference are suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that to review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck. This should be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck/service truck on the Beat. This should be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible as and

no longer than thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract.

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a 1/2" silver reflective tape down the middle. This

allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½ “silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5” wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall; nameplate must be approved by a FSP CHP officers. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo patch shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest. A large FSP logo patch shall be sewn across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP’s required patch placement locations. The brass or gold nameplate with the Driver’s first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver’s option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in section 7.0 of the Scope of Work, Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in

Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which he/she, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
27	I-15 Sierra Avenue to Oak Hill Road	14.2	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 pm (Monday through Friday).

Beat 27 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back Up Tow Truck available during all FSP operational service hours.

Beat 27 shall participate in SBCTA's weekend service pilot. CONTRACTOR shall deploy two (2) FSP trucks in the field Saturdays and Sundays from 10:00 a.m. to 6:00 p.m.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat) during the course of the Contract.

Please refer to Attached Map of Beat areas

"Extra Work" for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

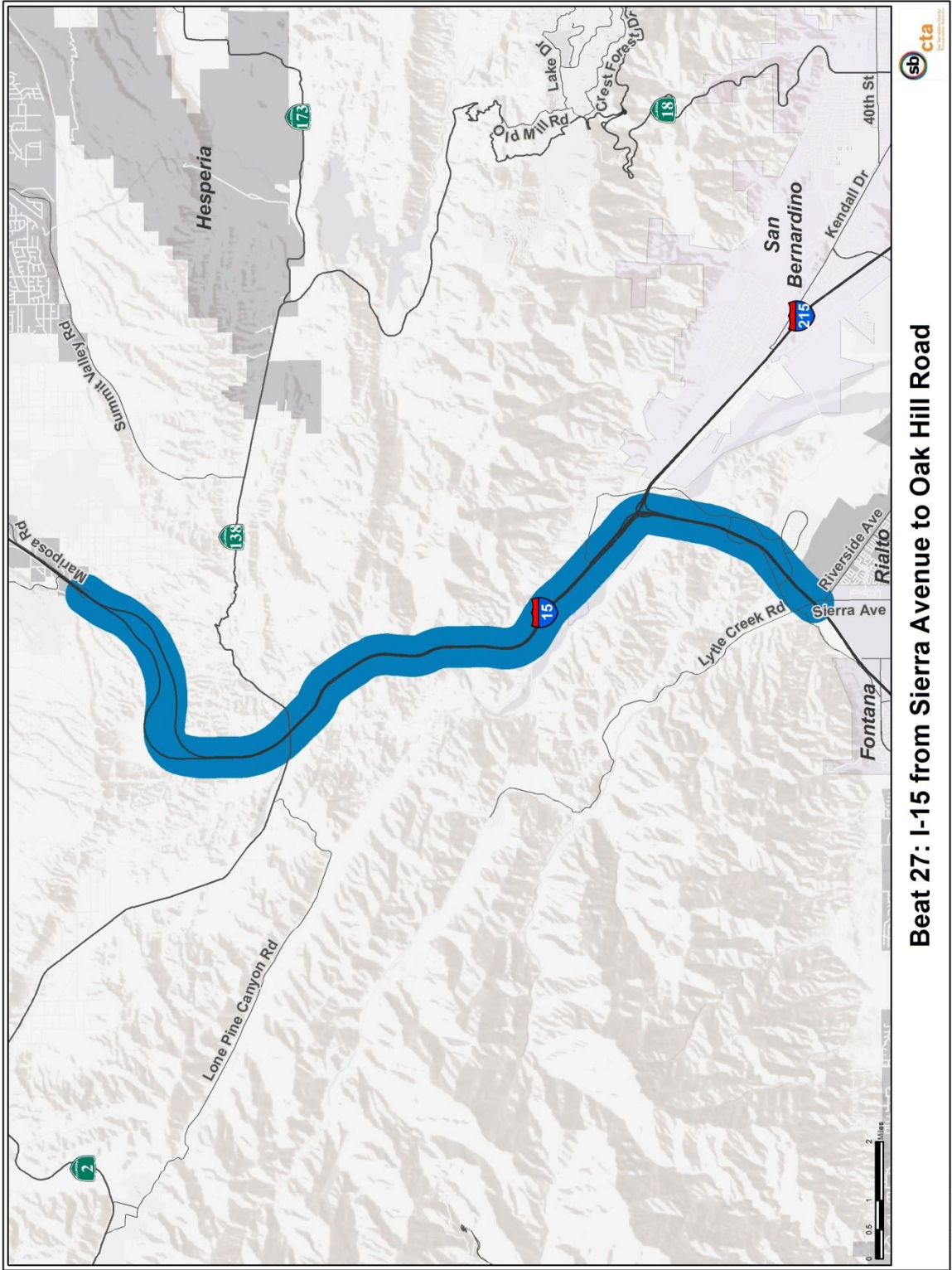
1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (LA County line)
2. Beat 9: I-10 from Indian Hill Street (LA County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue

5. Beat 14: I-215 from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 29: I-10 from Waterman Avenue to County line Road (Riverside County line)
8. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
9. Beat 31: I-210 from the Los Angeles County line to Citrus Avenue

Beat 27 is the priority Beat for this contract, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards about truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.



Beat 27: I-15 from Sierra Avenue to Oak Hill Road

FSPBeat_27_190603_GK

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total ANNUAL service hours per vehicle per year: an estimated 2,908 hours Monday through Sunday for Beat 27.

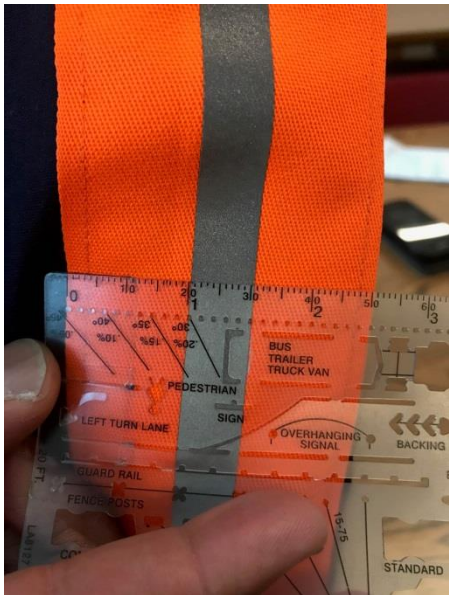
In addition to the above service hours, at the discretion of SBCTA and the CHP, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). SBCTA may also alter the schedule to accommodate "summer traffic." CONTRACTORS will be notified at least one week prior when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS





STRIPE EXAMPLES:



General Contract Information

Contract No: 19-1002172 Amendment No.: _____ Sole Source? No
 Vendor No.: 03014 Vendor/Customer Name: Pomona Valley Towing
 Description: Freeway Service Patrol Beat 5
 Estimated Start Date: 01/02/2020 Expiration Date: 12/31/2024 Revised Expiration Date: _____
 List Any SBCTA Related Contracts Nos.: _____

Dollar Amount					
Original Contract	\$	1,814,877.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,814,877.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 1,814,877.00

Contract Authorization

Board of Directors _____ Date: 10/02/2019 Board _____ Item # 6087

Contract Management (Internal Purposes Only)

Payable _____ Other Contracts _____ No Budget Adjustment _____

Accounts Payable							
Total Contract Funding: \$				1,814,877.00			
Total Contingency: \$				-			
GL: 2810	15	0704	0000	52001	42212001	171,877.00	GL: -
GL: 2702	15	0704	0000	52001	42217703	619,000.00	GL: -
GL: 2820	15	0704	0000	52001	42213013	1,024,000.00	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -

Accounts Receivable							
Total Contract Funding: \$				-			
Funding Agreement No: _____				Reversion Date: _____			
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -
GL: -	-	-	-	-	-	-	GL: -

JENNY HERRERA _____ DUANE A. BAKER _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: 19-1002172 CSS (6087 : Award Freeway Service Patrol (FSP) Tow Services Contracts)

EXHIBIT A “SCOPE OF WORK”

FREEWAY SERVICE PATROL

BEAT 5: SR-60 FROM MILLIKEN AVENUE TO RESERVOIR STREET (LA COUNTY LINE)

1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate number of Freeway Service Patrol (FSP) Certified Trucks:

Two (2) primary certified FSP wheel tow trucks and one (1) certified back-up FSP wheel lift tow truck.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will remove the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident, as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SBCTA and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SBCTA and Caltrans have an agreement under which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (FSP TAC meetings) who has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SBCTA and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be

done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule.

4.0 Equipment Requirements:

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

The FSP Program will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. Lastly, the truck shall have seating capabilities for five (5) adults.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to

ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.

5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
17. One (1) 1 7/8-inch ball and one (1) - inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
2-ton jack stand (1)
36. Wheel chock (1)
37. Four-way lug wrench (1 std.) (1)
38. Four way lug wrench (1 metric)
39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
40. Flashlight and spare batteries or charger (1)
41. Tail lamps/stop lamps, portable remote

- with extension cord (1 set)
- 42. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
- 43. Funnel, multi-purpose, flexible spout (1)
- 44. Pop-Up Dolly (with tow straps), portable for removing
otherwise un-towable vehicles (1)
- 45. Five (5)-gallon can with lid filled with clean absorb-all (1)
- 46. Empty trash can with lid (five gallon) (1)
- 47. Lock out set (1)
- 48. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- 49. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
- 50. Needle nose pliers (1)
- 51. Adjustable rib joint pliers, 2" min. capacity (1)
- 52. Crescent wrench - 8" (1)
- 53. Crescent wrench - 12" (1)
- 54. Four (4) lb. hammer (1)
- 55. Rubber mallet (1)
- 56. Electrical tape, roll (1)
- 57. Duct tape, 20 yard roll (1)
- 58. Tire pressure gauge (1)
- 59. Mechanic's wire (roll) (1)
- 60. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required

primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit “C” of the contract.

At times, equipment such as an “outside speaker” or a handheld “mic,” for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “FSP Certified Back-Up Tow Truck” on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the

primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in paragraph A above, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer (per 4.0 E., below) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data

or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or service truck during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management

authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that to review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.

10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck. This should be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck/service truck on the Beat. This should be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible and no longer than thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not

described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract.

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½ "silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall; nameplate must be approved by a FSP CHP officers. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo patch shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest. A large FSP logo patch

shall be sewn across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in section 7.0 of the Scope of Work, Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which he/she, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely

manner. Please see Exhibit “C” of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
5	SR-60 Milliken Avenue to Reservoir St. (LA County line)	8.6	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 pm (Monday through Friday).

Beat 5 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back Up Tow Truck available during all FSP operational service hours.

Beat 5 shall not operate any weekend service hours except as authorized under “Extra Work”.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat) during the course of the Contract.

Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

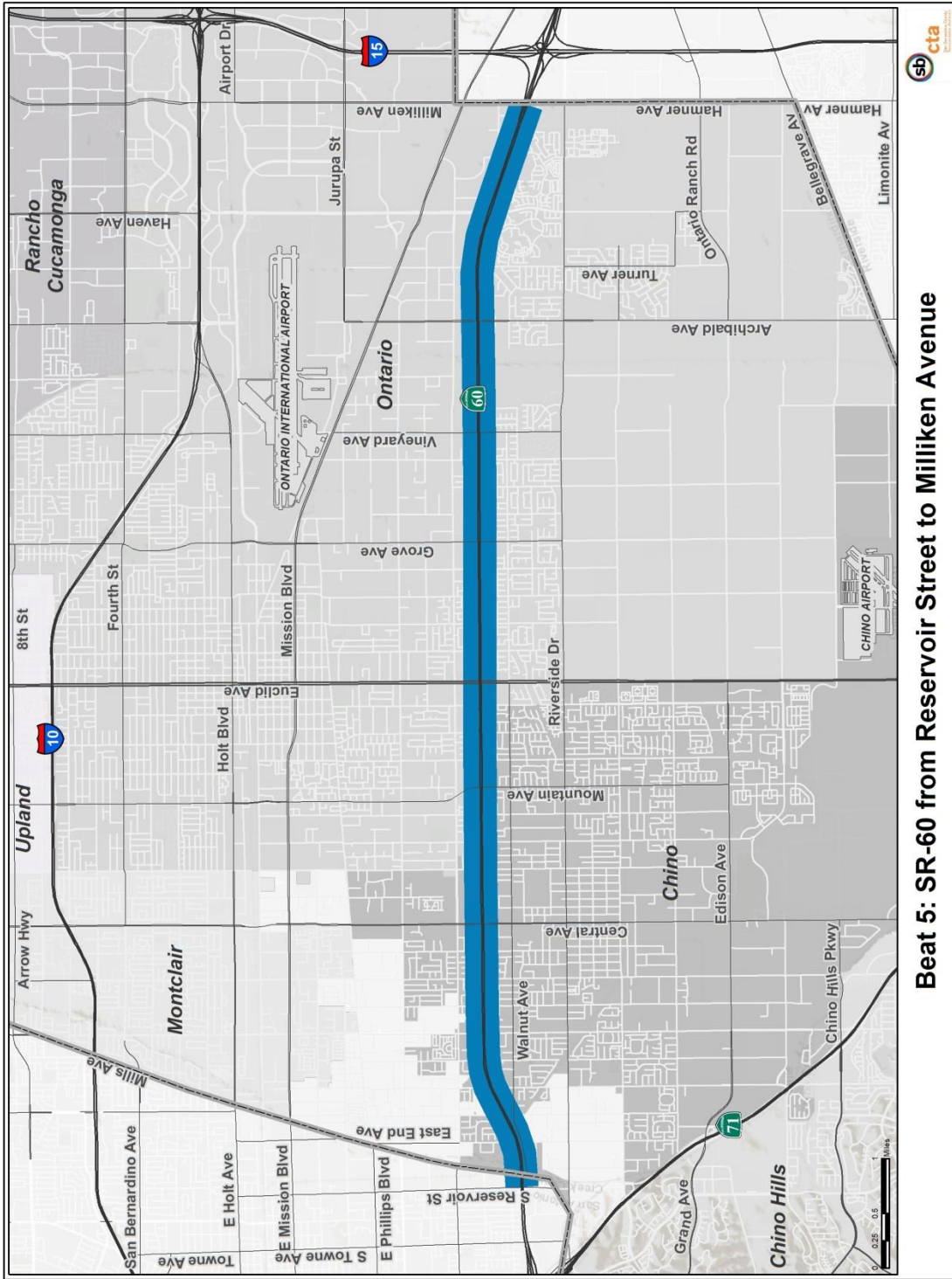
1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (LA County line)
2. Beat 9: I-10 from Indian Hill Street (LA County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 29: I-10 from Waterman Avenue to County line Road (Riverside County line)
8. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
9. Beat 31: I-210 from the Los Angeles County line to Citrus Avenue

Beat 5 is the priority Beat for this contract, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

Attachment: 19-1002172 Exhibit A (6087 : Award Freeway Service Patrol (FSP) Tow Services Contracts)

The contractor shall hold to all required standards about truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.



Beat 5: SR-60 from Reservoir Street to Milliken Avenue

FSPbeat_5_190002_OK

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total ANNUAL service hours per vehicle per year: estimated to be 2,108 hours Monday through Friday for Beat 5.

In addition to the above service hours, at the discretion of SBCTA and the CHP, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). SBCTA may also alter the schedule to accommodate "summer traffic." CONTRACTORS will be notified at least one week prior when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS





STRIPE EXAMPLES:



Minute Action

AGENDA ITEM: 4

Date: *October 2, 2019*

Subject:

Approve Contract No. 19-1002214 for Electric Vehicle Infrastructure

Recommendation:

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

A. Award Contract No. 19-1002214 to the lowest responsive, responsible bidder, Elecnor Belco Electric, Inc., for SBCOG's Electric Vehicle Infrastructure Project, in an amount not-to-exceed \$330,000.00; and

B. Approve a 10% contingency for Contract No. 19-1002214 for the Electric Vehicle Infrastructure Project in the amount of \$33,000.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

This agenda item provides for award of a new contract based on the competitive low bid process.

In 2016, the San Bernardino Associated Governments (SBCOG) was awarded funding and entered into a contract with the Mobile Source Pollution Reduction Review Committee (MSRC) to install electric vehicle (EV) chargers at the following locations:

Location	EV Charger Details
Santa Fe Depot - Metrolink Parking Lot	<ul style="list-style-type: none"> • Two (2) Dual Level 2 Chargers • One (1) Single Americans with Disabilities Act (ADA) Van Accessible Level 2 Charger
Santa Fe Depot – San Bernardino County Transportation Authority (SBCTA)/SBCOG Parking Lot	<ul style="list-style-type: none"> • Two (2) Dual Level 2 Chargers (<i>installation complete</i>) • One (1) Single ADA Level 2 Charger • One (1) Single ADA Van Accessible Level 2 Charger • Two (2) Fast Chargers
San Bernardino Transit Center	<ul style="list-style-type: none"> • Three (3) Dual Level 2 Chargers • One (1) Single ADA Level 2 Charger • One (1) Single ADA Van Accessible Level 2 Charger

Plans for installation of EV chargers were incorporated into the San Bernardino First Mile Project, but funding from the MSRC covered additional chargers not originally incorporated in the original plans. The original plans were updated and expanded to include the additional EV chargers and the Invitation for Bids (IFB) 19-1002214 was released on July 3, 2019. Below is an overview of the IFB process that occurred.

IFB 19-1002214 was released on July 3, 2019 and was sent electronically to approximately 321 contractors registered on PlanetBids. Thirty-one (31) firms downloaded the IFB. The solicitation was issued in accordance with current SBCTA policies and procedures. A Pre-bid meeting and site walk took place on July 17, 2019, and was attended by six (6) contractors. Addendum No. 1 was issued on July 18, 2019 to revise the written questions deadline and bid due date; it also included the Pre-Bid Conference sign-in sheet, agenda and PowerPoint presentation. Addendum

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No. 2 was issued on July 31, 2019 responding to questions received prior to the submittal deadline.

Bids were opened August 8, 2019. Four (4) bids were received and a responsiveness review conducted by the Procurement Analyst found all four (4) bids to be responsive. Attachment A lists the Bid Opening results.

As a result of the bid and the bid analysis, it is recommended that the Board award Contract No. 19-1002214 in the amount of \$330,000, to the lowest responsive, responsible bidder, Elecnor Belco Electric, Inc. Staff also recommends approval of a contingency for Contract No. 19-1002214 totaling 10% of the contract amount.

Pursuant to discussion at the General Policy Committee staff will provide an annual presentation to the committee regarding the usage of the SBCOG EV chargers.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Nicole Soto, Management Analyst II

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

General Contract Information

Contract No: 19-1002214 Amendment No.: _____ Sole Source? No
 Vendor No.: 03572 Vendor/Customer Name: Elecnor Belco Electric, Inc.
 Description: Electric Vehicle Infrastructure Site Preparation
 Estimated Start Date: 10/02/2019 Expiration Date: 04/30/2020 Revised Expiration Date: _____
 List Any SBCTA Related Contracts Nos.: _____

Dollar Amount					
Original Contract	\$	330,000.00	Original Contingency	\$	33,000.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	330,000.00	Total Contingency Value	\$	33,000.00
Total Dollar Authority (Contract Value and Contingency)				\$	363,000.00

Contract Authorization

Board of Directors _____ Date: 10/02/2019 Board _____ Item # 6086

Contract Management (Internal Purposes Only)

Payable _____ Capital Project Contracts _____ Administrative Budget Adjustment _____

Accounts Payable													
Total Contract Funding: \$				330,000.00	Total Contingency: \$				33,000.00				
GL: 2830	10	0101	0105	56300	42214008	330,000.00	GL: 2830	10	0101	0105	56300	42214008	33,000.00
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
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GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-

Accounts Receivable													
Total Contract Funding: \$				-									
Funding Agreement No: _____				Reversion Date: _____									
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-

Nicole Soto _____ Duane A. Baker _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: Contract Summary Sheet (6086 : Approve Contract No. 19-1002214 for Electric Vehicle Infrastructure)



Attachment A

IFB Number: 19-1002214

IFB Title: Electric Vehicle Infrastructure Site Preparation

Bid Due Date: August 8, 2019, 2:00 p.m.

Bid Opening Results

#	Bidder	Bid Amount
1	Baker Electric	\$ 405,673.29
2	Marjani Builders, Inc.	\$ 537,000.00
3	Belco Elecnor Group	\$ 330,000.00
4	California Bldg Eval & Construction Inc.	\$ 636,775.00

Minute Action

AGENDA ITEM: 5

Date: *October 2, 2019*

Subject:

Request for Proposals for Final Design Services for Interstate 15 Corridor Contract 1

Recommendation:

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

Authorize the release of Request for Proposals No. 20-1002266 for preparation of Plans, Specifications, and Estimates for the Interstate 15 Corridor Contract 1 project.

Background:

This agenda item requests approval for the release of a Request for Proposal (RFP) for Plans, Specifications and Estimates (PS&E) services on the Interstate 15 (I-15) Express Lanes, Contract 1 project (Project). This Project would provide one to two express lanes in each direction in the median of I-15 from Cantu Galleano Ranch Road in Riverside County to Foothill Boulevard in the City of Rancho Cucamonga.

A Project Study Report/Project Development Study (PSR/PDS) was completed on this corridor in 2014, and the Project Approval and Environmental Document (PA/ED) for adding two express lanes from Cantu Galleano Ranch Road to north of State Route 210 (SR 210) was approved in December 2018. In 2018 and early 2019, traffic and revenue studies as well as cash flow analyses for the Interstate 10 (I-10) and I-15 corridors were executed to determine the next steps and phasing for both corridors. Based on these studies, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved moving forward with a portion of the I-15 corridor express lanes as the next project following completion of the I-10 Corridor Contract 1 work. This portion of I-15 is delineated as I-15 Corridor Contract 1 with reduced limits from what was approved in the PA/ED phase.

Originally it was anticipated that the I-15 express lanes work would be constructed through a Design-Build (DB) delivery with construction starting in 2022. Based on funding projections and to minimize concurrent public impacts, it was determined to push out the start of construction for the I-15 Corridor Contract 1 project to 2023, when the I-10 Corridor Contract 1 is completed. As a result, there is sufficient time to complete final design and Right-of-Way (ROW) clearance on this project before going out to bid. As such, the I-15 Corridor Contract 1 project will be delivered as a design bid build project.

The scope of this RFP is to provide the final design for adding generally two express lanes in the median including the associated toll facilities. The project will include both the design of pavement, structure widenings, auxiliary lanes, and minor ramp improvements as well as toll gantries, signage, striping, and other improvements required for implementing the tolling systems on the added express lanes. There will be coordination with Riverside County Transportation Commission (RCTC) relative to the final design configuration within Riverside County, as well as the integration of express lane management, signage, and ingress/egress between the two agencies to create a seamless system for the public. The project will require coordination with the SBCTA Toll System Provider (TSP) relative to the incorporation of the toll collection system. The scope of services will also include ROW engineering services which will

Entity: San Bernardino County Transportation Authority

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consist primarily of coordination with a ROW consultant for preparing needed mapping and exhibits for acquisitions, railroad agreements, and utility relocations. It is anticipated that the design work will take about two years to complete, resulting in a final design package to advertise for construction in mid-2022.

Staff recommends the release of this RFP to maintain the project delivery schedule with the plan to bring a design contract based on this RFP to the Board for approval in early 2020.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0852 I-15 Corridor Improvement.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the RFP.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

ATTACHMENT A - SCOPE OF WORK

RFP No. 20-1002266

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Plans, Specifications and Estimate (PS&E) for the Interstate 15 (I-15) Express Lanes (“Project”) which would extend from Cantu Galleano Ranch Road in Riverside County to Foothill Boulevard in San Bernardino County. SBCTA Sales Tax Measure I funds will be used to cover the cost of the preparation of the final design phase. Funding for the next phases are currently not finalized, but state and/or federal funds could be utilized. As such, the final plans and specifications should comply with applicable state and federal requirements.

The project proposes to add express lanes in the median in each direction through this corridor segment. South of SR 60, one express lane may be added in each direction, augmenting the existing express lane in each direction currently being constructed by Riverside County Transportation Commission (RCTC). From SR 60 going north, there will be one to two lanes in each direction until transitioning back to the existing general purpose lanes at Foothill Boulevard. In addition, auxiliary lanes and other operational improvements are planned through this corridor. The environmental document and project report for an extended corridor were approved in December, 2018. The geometrics approved in those documents will provide the initial basis for this final design, but the final lane configuration and location of ingress and egress locations shall be based on operational analysis conducted under this design contract as well as coordination with RCTC at the Express Lanes connection within Riverside County.. This project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system design will need to be incorporated into the final design plans developed under this design contract.

Final design services will include preparation of a supplemental project report and environmental revalidation to document that is work is the first construction package as part of the longer corridor approved in the original project report and environmental document.

Caltrans will provide oversight for compliance with State design standards and requirements. Assistance with the preparation of the construction bid advertisement package, support during right of way, responses to Requests for Information (RFI), and review of construction Contract Change Orders (CCO) during the construction phase is required. Coordination with the designer of the Project Approval and Environmental Document Phase (PA/ED) may be required to obtain project files and latest project design information.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the plans, specifications, and estimates for the addition of express lanes on the I-15 corridor.
- C. The deliverables list for the PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value.

CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.

- K. Project plans and specifications must comply with the federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 “Design Standards,” and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form.
- L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- M. CONSULTANT is responsible for the overall toll system design. Design shall be coordinated with the SBCTA Toll Service Provider (TSP) to ensure its requirements for installing, operating, and maintaining the toll collection system are fully incorporated into the the design submittals. This shall require coordination meetings with TSP in the development, review and approval of the design submissions. TSP to provide infrastructure requirements documentation to assist CONSULTANT in developing the power, communications, pads, conduit, gantry structures and poles requirements for this project. The TSP will be responsible for maintaining and operating its toll collection system, so all measures shall be taken to ensure these activities can be performed safely in the design.
- N. CONSULTANT is responsible for determining the final lane configuration, location of ingress and egress points, and Express Lanes transitions at the south and north end of the I-15 Express Lanes. Final design shall be coordinated with project stakeholders including SBCTA, Caltrans, FHWA and RCTC, and shall include operational analysis where appropriate and may include alternative analysis and cost estimates for these alternatives.

III. ASSUMPTIONS

- A. There may be up to eight meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, TSP and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one SBCTA and TSP peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required. Ten

(10) hard copies are assumed for each major deliverable.

- D. Assume there may be two or more contract bid packages, final estimates and final reports. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 3.100.15 - PROJECT MANAGEMENT

3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies in monthly PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT

Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

CONSULTANT shall develop northern logical termini for the project in the vicinity of Foothill Boulevard. CONSULTANT shall also coordinate the southern connection of the SBCTA Express Lanes to the RCTC Express Lanes, which may include revisions to the number of lanes and location of ingress and egress points. Based on these geometrics, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project.

Deliverables:

- *Revised geometrics for revised northern termini*
- *Environmental Revalidation*
- *Supplemental Project Report*

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

TASK 3.205 – PERMITS & AGREEMENTS

Task 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Permits*

TASK 3.220-PERFORM RIGHT OF WAY ENGINEERING

Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination and delineation. CONSULTANT shall prepare land net survey as required for easements, and monumentations for perpetuation of record of survey.

Deliverables:

Land Net Map

Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

Deliverables:

Right of way appraisal maps
Deeds
Legal Descriptions

Resolution of Necessity Exhibits as required
Exhibits for utility relocations, railroad agreements, right of way acquisition, as required.

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- Title Sheet
- Roadway/Geometric Layouts
- Construction Details
- Summary of Quantities
- Traffic Handling Plans
- Utility & Utility Relocation Plans
- Signing and Pavement Delineation Plans
- Toll Infrastructure
- Transportation System Management
- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans
- Stage Construction Plans
- Highway Planting Plans
- Drainage Plans
- Electrical Plans

- Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall coordinate toll infrastructure design with SBCTA Toll Service Provider (TSP). TSP shall provide initial infrastructure design requirements for its toll collection system. Enforcement and CHP considerations will need to be incorporated into the design. This safe locations for CHP to monitor traffic in the express lanes and safe areas for CHP to pull over vehicles in the Express and GP lanes.
- Coordination with RCTC toll system integrator may be required as well if RCTC is operating portions of this project.

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- *Transportation Management Plan*

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions (95% PS&E)*

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Quantities and Estimates*

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle stormwater flows around the work area.

Deliverables:

- *PS&E Storm Water Data Report*

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- *Hydraulics Report*

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare an Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- *Geotechnical Design Report*

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- *Materials Report*

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets.

Deliverables:

- *Hydraulics Report*

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- *Preliminary Foundation Report*

Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed stormwater treatment facilities.

Deliverables:

- *Log of Test Borings*
- *Infiltration Test Report*

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- | | |
|----------------------------|--------------------------|
| - Title Sheet | - Typical Cross Sections |
| - Foundation Plans | - Bridge General Plans |
| - Soundwall Plans | - Retaining Wall Plans |
| - Stage Construction Plans | |

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *65% Plans*
- *95% Plans*

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- *Foundation Report*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the

CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Materials Information Handout
- Project Controls for Construction
- Construction Permits

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 3.260 – CONTRACT BID DOCUMENTS READY FOR TO LIST

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy submittal for Caltrans and City records*

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

- Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

- Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to interdisciplinary design review (IDR) process.
- Technical review of environmental reports.

Management of Requirements:

- The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

- The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Minute Action

AGENDA ITEM: 6

Date: *October 2, 2019*

Subject:

California Department of Toxic Substances Control Operation and Maintenance Agreement for the I-215 Barton Road Interchange Project

Recommendation:

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

Approve Operation and Maintenance Agreement No. 20-1002278 with the California Department of Toxic Substances Control for the remediation of a property located on the Interstate 215 Barton Road Interchange Project in the estimated amount of \$53,980 to be paid with Measure I Valley Freeway funds.

Background:

Assessor's Parcel Number (APN) 0275-231-68 (Caltrans Parcel ID 23323) was acquired by San Bernardino County Transportation Authority (SBCTA) in order to construct the Interstate 215 (I-215) Barton Road Interchange Project (Project). The 1.95 acre commercial parcel was located at 21900 Barton Road in Grand Terrace. The property owners operated and managed a restaurant on the southeast portion of the property and an office building in the center of the property. Previously this property housed a commercial strip mall where a dry cleaning business operated until it was destroyed by a fire sometime after 2007. Due to the possible release of Tetrachloroethene (PCE), a cleaning chemical used during dry cleaning operations, physical site testing was performed and PCE was detected. As required by law SBCTA staff notified the property owner and Environmental Health Services of the presence of PCE. The property owner allowed SBCTA to perform secondary "Phase II" testing, to understand the extent of the release and to test for other Volatile Organic Compounds (VOCs), Total Petroleum Hydrocarbons (TPH), Title 22 metals, and mercury. VOCs, specifically the dry cleaning chemical PCE, were detected in the soil at concentrations greater than the Ecological Screening Level (ESL) based cleanup objective of 0.5 parts per billion (ppb). Other VOCs, TPHs, metals and mercury detected onsite were found to be below their respective screening concentrations.

In December 2015, the SBCTA Board of Directors (Board) approved Agreement No 15-1001259 with the California Department of Toxic and Substances Control (DTSC) for oversight of the assessment and remediation pursuant to the California Land Reuse and Revitalization Act of 2004 (CLRRA) to construct the Project. As allowed per Agreement No. 15-1001259 article 5.6, Operation and Maintenance (O&M), DTSC made the determination that long-term O&M was required. DTSC required SBCTA, as a condition of issuing a certificate of completion, to enter into an agreement that governs long-term O&M activities.

DTSC will issue a certificate of completion of the CLRRA upon determining that all response actions have been satisfactorily completed in accordance with the approved Response Plan, and based upon the data provided to DTSC at the time of the determination, no further remedial action is needed. In June 2019, the Final Completion Report and O&M Plans were submitted to DTSC. SBCTA was provided conditional approval and will be provided a certificate of completion of the CLRRA when the Land Use Covenant (LUC), restricting construction of any buildings at the site, is recorded and the O&M Agreement is executed by both parties.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 2, 2019

Page 2

SBCTA cannot record the LUC until negotiations are completed with the property owner and the property is transferred to SBCTA. In July 2019, DTSC approved the O&M Plan which is attached as Exhibit C of the O&M Agreement.

DTSC's costs incurred in implementing this Agreement include costs of overseeing the work performed by SBCTA's consultant and in responding to any contamination at the site. An estimate of DTSC annual oversight costs is \$26,990. SBCTA intends to conduct four additional semi-annual fence-line soil vapor sampling events in the next two years; therefore, the estimated cost for two years of DTSC oversight costs is \$53,980. This cost is an estimate and is likely not the final cost figure. The O&M cost will monitor hazardous waste levels on this parcel and will be accounted for in the cost to SBCTA for acquisition of this parcel. The costs for remediation and monitoring will be a topic of discussion with the property owner as part of the property transaction discussion.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0840 I-215 Barton Road (IC).

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the agreement.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

General Contract Information

Contract No: 20-1002278 Amendment No.: 0 Sole Source? N/A
 Vendor No.: 03099 Vendor/Customer Name: Department of Toxic Substances Control (DTSC)
 Description: Operation and Maintenance Agreement for I-215 Barton IC Project Parcel
 Estimated Start Date: 10/02/2019 Expiration Date: 12/31/2099 Revised Expiration Date: _____
 List Any SBCTA Related Contracts Nos.: 15-1001259, 15-1001044

Dollar Amount					
Original Contract	\$	53,980.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	53,980.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 53,980.00

Contract Authorization

Board of Directors _____ Date: 10/02/2019 Board _____ Item # 6093

Contract Management (Internal Purposes Only)

Payable _____ Other Contracts _____ No Budget Adjustment _____

Accounts Payable									
Total Contract Funding: \$				53,980.00	Total Contingency: \$				-
GL: 4110 40 0820 0840 53750 41110000				53,980.00	GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-
GL: -					GL: -				-

Accounts Receivable			
Total Contract Funding: \$		-	
Funding Agreement No: _____		Reversion Date: _____	
GL: -		GL: -	
GL: -		GL: -	
GL: -		GL: -	
GL: -		GL: -	
GL: -		GL: -	

 Andrea Nieto
 Project Manager (Print Name)

 Paula Beauchamp
 Task Manager (Print Name)

Attachment: 20-1002278 CSS (6093 : DTSC Operation and Maintenance Agreement for Barton IC Project)

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the matter of:)	Docket No. HSA-FY19/20-004
)	
I-215 Barton IC Project)	
(Formerly known as A-1 Cleaners)	
SANBAG))	
21900 Barton Road)	
Grand Terrace, California, 92313)	OPERATION AND MAINTENANCE
)	AGREEMENT
Proponent:)	
)	
San Bernardino County Transportation)	Health and Safety Code
Authority)	Section 25355.5 (a)(1)(C)
1170 West Third Street)	and/or Section 25187
San Bernardino, California, 92410)	
)	
_____)	

The California Department of Toxic Substances Control (DTSC) and San Bernardino County Transportation Authority (Proponent) enter into this Operation and Maintenance Agreement (Agreement) for the site located at 21900 Barton Road, Grand Terrace, San Bernardino County, California, 92313 (Site) and agree as follows:

1. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) and/or section 25187 which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance or hazardous waste at or from the Site, and to oversee the operation and maintenance of any remedy installed at the Site.

2. Installed Remedy. A DTSC-approved remedy has been installed at the Site for the remediation of soil impacted by volatile organic compounds (VOCs). The remedy consists of (1) limited soil excavation (approximately 42 feet by 40 feet by 10 feet deep) within the footprint of the former dry-cleaning facility to remove the primary source of volatile organic compounds, (2) institutional control (land use covenant) to restrict the land use and (3) long term soil gas monitoring along the western property line. The Site will be owned by San Bernardino County Transportation Authority. A site location map and the assessor's parcel map are attached as Exhibit B.

3. Operation and Maintenance of Installed Remedy. Operation and maintenance of the installed remedy (soil gas monitoring system) are required at the Site. Proponent shall leave the installed remedy in place, and continue its operation

and maintenance, until and except to the extent that DTSC authorizes Proponent in writing to discontinue or modify part or all of the installed remedy.

4. Implementation of Operation and Maintenance Plan. Proponent has submitted, and that DTSC has approved, an Operation and Maintenance Plan dated June 2019, attached as Exhibit C. Proponent shall fully implement the Operation and Maintenance Plan including any requirements for inspection, monitoring, reporting and record keeping.

5. Modification or Discontinuation of Installed System. Proponent shall submit a written request for DTSC's authorization for any modification or discontinuation of the Installed Remedy or any part thereof at least 60 days, to the extent feasible, prior to the intended date of any proposed modification or discontinuation. Proponent may seek modification or discontinuation of the Installed Remedy or any part thereof if (a) Proponent has met the remediation objectives for the site; (b) the modification would better achieve the remediation objectives; (c) the Installed Remedy could not achieve the remediation objectives and other cleanup methods will be implemented; or (d) it has been demonstrated that the maximum achievable remediation has occurred. The written request to DTSC shall include the reasons for the request, a detailed description of any work to be done or modification to be made, and a map showing the exact location of the proposed work.

6. DTSC-Required Modification. DTSC may require modification, replacement, or additions to the Installed Remedy if the Installed Remedy or part of thereof is not achieving the remediation objectives or is not protecting human health or the environment. DTSC may require additional evaluations, designs and the construction and operation of facilities to achieve these objectives.

7. Five-Year Review. If five-year review is required, Proponent shall review and reevaluate the Installed Remedy after a period of five years from the completion of construction and startup of the Installed Remedy and every five years thereafter. The review and reevaluation shall be conducted to determine if human health and the environment are being adequately protected by the Installed Remedy. Within 30 days before the end of each five-year period, Proponent shall submit a five-year review workplan to DTSC for review and approval. Within 60 days of DTSC's approval of the workplan, Proponent shall implement the workplan and submit a report of the results of the five-year review. The report shall describe the results of all sampling analyses, tests and other data generated or received by Proponent and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed under this Agreement, DTSC may require Proponent to perform additional review work or modify the review work previously performed by Proponent.

8. Quality Control/Quality Assurance (QC/QA). All sampling and analysis conducted by Proponent under this Agreement shall be performed in accordance with

the QC/QA procedures submitted by Proponent and approved by DTSC pursuant to this Agreement.

9. Financial Assurance. Financial assurance is required pursuant to Health and Safety Code section 25355.2 to assure that sufficient funds are available to implement all the requirements of this Agreement and to pay DTSC's costs as specified in Paragraph 10. However, in this instance, Health and Safety Code section 25355.2(c)(4) permits DTSC to waive the Financial Assurance mechanism selection and funding requirement when the responsible party/proponent is a local governmental entity. Therefore, since the San Bernardino County Transportation Authority is considered to be a local government entity, then as the Proponent, the financial assurance requirement is waived for this entity. If in the future, this waiver is not applicable, then current Proponent will comply with Health and Safety Code section 25355.2, and any other applicable California law provisions regarding Financial Assurance.

10. Cost Recovery and Payment.

10.1. Proponent is liable for all of DTSC's costs incurred in implementing this Agreement, including costs of overseeing the work performed by Proponent, and in responding to any contamination at the Site. Cost recovery may be pursued by DTSC pursuant to applicable state or federal laws or common law. An estimate of DTSC annual oversight costs is attached as Exhibit A. It is understood by the Parties that Exhibit A is an estimate and cannot be relied upon as the final cost figure. DTSC will invoice Proponent for DTSC's costs on a quarterly basis.

10.2. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site # 401711) and the docket number (Docket No. HSA-FY19/20-004) of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

10.3. DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

11. Endangerment During Implementation.

11.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

11.2. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

12. Site Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Such access shall also be provided to any other proponent or Proponent who is in compliance with this Agreement for the purpose of conducting activities pursuant to this Agreement or for activities deemed necessary by DTSC to meet the objectives of this Agreement. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

13. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file compatible with Adobe Acrobat or a formatted file compatible with Microsoft Word.

14. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

15. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC

and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

16. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. The Proponent's Project Manager shall have the technical expertise in project management, regulatory compliance, and hazardous substance site cleanup sufficient to fulfill his or her responsibilities. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

17. Proponent's Consultant and Contractor. All engineering work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional engineer licensed in California, with expertise in hazardous substance site cleanup. All geological work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional geologist licensed in California, with expertise in hazardous substance site cleanup. Proponent's contractors and consultants shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the registered professional engineer and/or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

18. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

19. Amendments. This Agreement, including the attached Operation and Maintenance Plan, may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day

the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

20. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

21. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to Proponent under applicable laws..

22. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

23. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

24. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

25. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

26. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

27. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

28. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that

its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

29. Effective Date. The effective date of this Agreement is the date of signature by DTSC’s authorized representative after this Agreement is first signed by Proponent’s authorized representative. Except as otherwise specified, “days” means calendar days.

30. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

31. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Date: _____
Javier Hinojosa, Chief
Brownfields Restoration and Schools Evaluation Branch
Site Mitigation and Restoration Program
Department of Toxic Substances Control

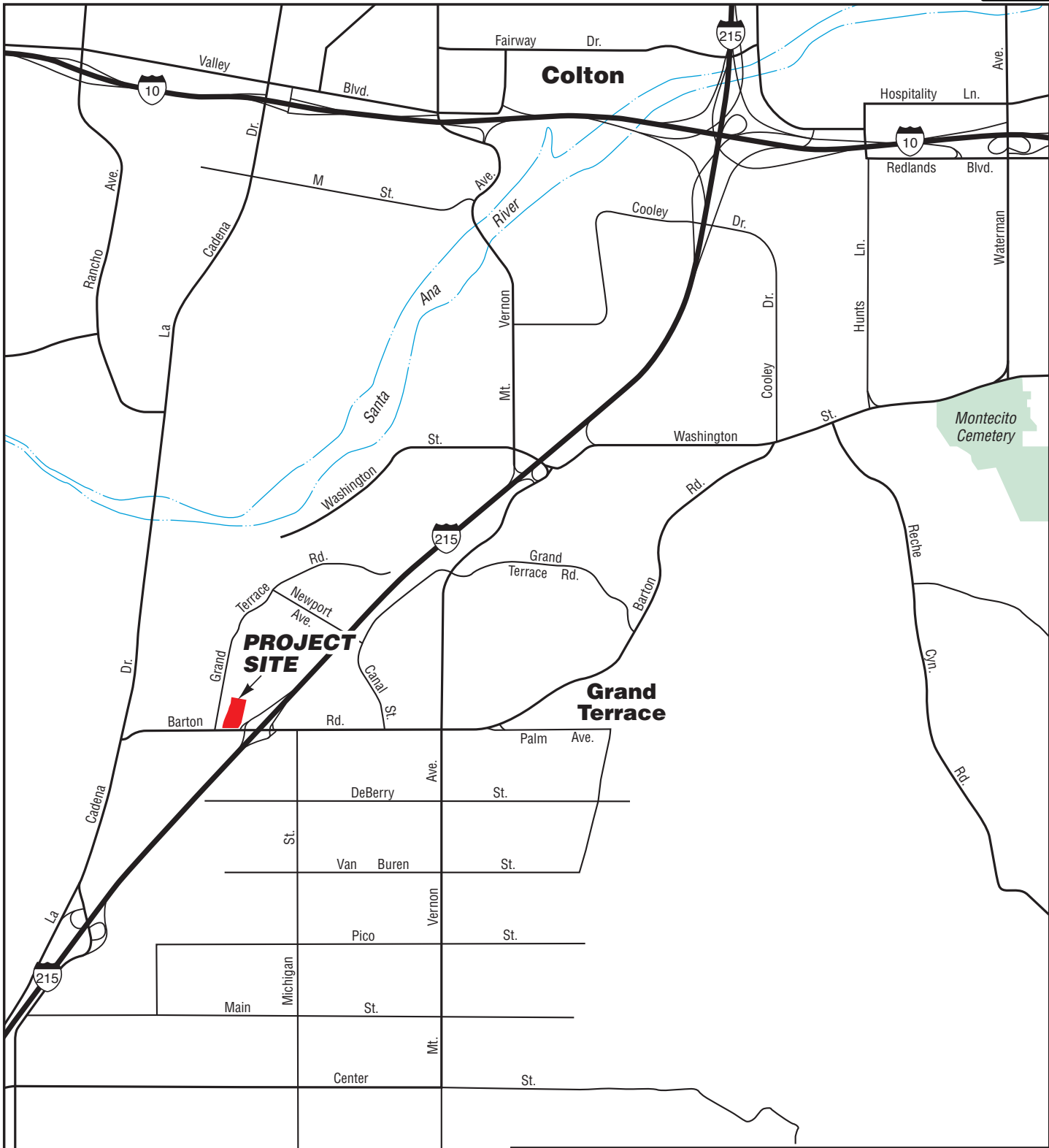
Date: _____
Darcy McNaboe
Board President
San Bernardino County
Transportation Authority

Exhibit A
ESTIMATED COST

EXHIBIT A											
COST ESTIMATE WORKSHEET											
Type of Agreement: Operation and Maintenance Agreement											
Date: August 21, 2019											
Site Name: I-215 Barton IC Project (Former A-1 Cleaners SANBAG)											
Site Code: 401711											
DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	HQ Engineering	Public Participation	HQ CEQA	Legal	Project Assistants
Classification (personnel)		ES	HSE Sup	staff toxicologist	Engineering geologist						OT
TASK: (enter # hrs)											
Project Management		8									
Quarterly soil gas monitoring reports (4 quarters)		32	4	24	48						2
Total No. Hours/Class	0	40	4	24	48	0	0	0	0	0	2
Hourly Rate/Class	\$0	\$165	\$288	\$224	\$234	\$0	\$0	\$0	\$0	\$0	\$88
Cost/Class	\$0	\$6,600	\$1,152	\$5,376	\$11,232	\$0	\$0	\$0	\$0	\$0	\$176
Subtotal	\$24,536										
Contingency (10%)	\$2,454										
Grand Total Cost	\$26,990										

Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

Exhibit B
SITE LOCATION MAP AND ASSESSOR'S PARCEL MAP



GEOCON
WEST, I N C.

3303 N. SAN FERNANDO BLVD. - SUITE 100 - BURBANK, CA. 91504
PHONE 818 841-8388 - FAX 818 841-1704

21900 Barton Road

Grand Terrace,
California

SITE LOCATION MAP

A9394-77-01

May 2017

Figure 1

Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

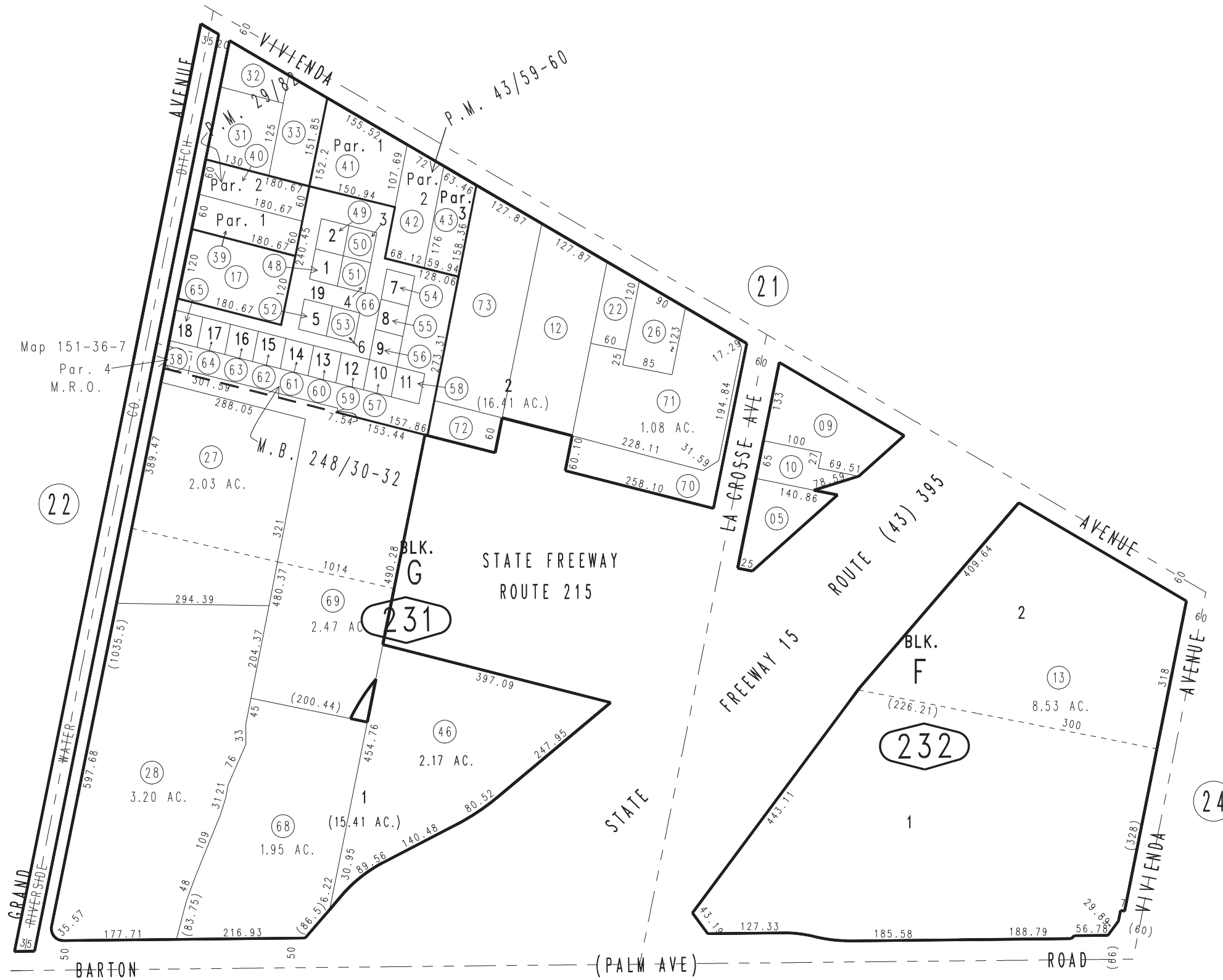
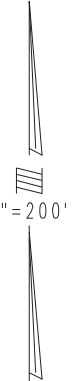
THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



Ptn. Resub. of Grand Terrace Tract R.S. 1/33

City of Grand Terrace 0275-25
Tax Rate Area
16001

6.b



Tract No. 14816, M.B. 248/30-32
Parcel Map No. 4522, P.M. 43/59-60
Parcel Map No. 3199, P.M. 29/82

1167
12

1167
14

1167
23

Assessor's Map
Book 0275 Page 23
San Bernardino County

REVISED
01/30/17 GW
02/27/17 GW
07/19/17 KC
03/14/18 KC

Packet Pg. 103



Ref: ERM, 9/4/14

LEGEND:

- MW-1 Approximate Monitoring Well Location
- 21900-4/A Approximate Soil Vapor Probe Location
- Approximate Location of Temporary Vapor Probe (9/1/16)
- Former Strip Mall Boundary
- 21900 Barton Road Parcel Boundary

I-215 Barton Road Interchange Project Limit Details

- Modified Alternative 7 Layout
- Proposed Retaining Wall
- Proposed Right of Way



GEOCON
WEST, INC.

3303 N. SAN FERNANDO BLVD. - SUITE 100 - BURBANK, CA. 91504
PHONE 818 841-8388 - FAX 818 841-1704

21900 Barton Road

Grand Terrace,
California

SITE PLAN

A9394-77-01

May 2017

Figure 2

Exhibit C
OPERATION AND MAINTENANCE PLAN

OPERATION AND MAINTENANCE PLAN

**21900 BARTON ROAD
GRAND TERRACE, CALIFORNIA**



GEOCON
WEST, INC.

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED FOR

EPIC LAND SOLUTIONS, INC.
on behalf of the
**SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA)**

JUNE 2019

PROJECT NO. A9394-77-01

Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

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FIGURES

1. Vicinity Map
2. Soil Vapor Sample Locations
3. O&M Plan Soil Vapor Sample Locations

APPENDIX

- A. Health and Safety Plan
- B. Sampling and Analysis Plan

OPERATION AND MAINTENANCE PLAN

1. OPERATION AND MAINTENANCE PLAN OVERVIEW

1.1 Introduction

This Operations and Maintenance (O&M) Plan has been prepared by Geocon West, Inc. on behalf of the San Bernardino County Transportation Authority (SBCTA) for the A-1 Cleaners site. The site is located at 21900 Barton Road, Grand Terrace, San Bernardino County, California as shown on Figure 1. Investigations at the site have identified volatile organic compounds (VOCs), predominately tetrachloroethylene (PCE), in soil vapor resulting from a release from a former dry cleaning facility. This O&M Plan outlines the program for continuing monitoring of PCE in soil vapor at the site.

Long-term O&M activities will continue to be conducted under the Department of Toxic Substances Control (DTSC) oversight, as required by Health and Safety Code (H&SC), Division 20, Chapter 6.8, commencing with §25300 et seq. The property owner (SBCTA) and DTSC have executed a California Land Reuse and Revitalization Act (CLRRRA) Agreement (Docket No. HAS-CLRRRA HAS-FYI 5/16-064) which requires the owner to implement an O&M Plan under DTSC oversight as part of a Land Use Covenant (LUC) that will be recorded for the site.

1.2 O&M Plan Goal and Objectives

The primary goal of the O&M Plan is to monitor VOCs in soil vapor along the western fence line of the site in order to confirm that remedial efforts at the site were effective in reducing VOCs in soil vapor and mitigating the risk of potential exposure to the adjacent neighboring mobile home park to the west (the proximal receptor). The results of the sampling and analysis shall be reviewed following each event and a determination made as to the implication of concentrations and concentration trends relative to proximal receptor exposure. In order to accomplish this goal, the O&M Plan will address the implementation and reporting of an annual soil vapor monitoring program.

The Remedial Action Objective is to ensure that the property parcel does not pose an unacceptable risk to residential receptors at the mobile home park. Response actions will be taken as outlined in Section 3.5, Contingency Plan.

1.3 Hazard Summary

Post-removal action vapor sampling documents that the removal action was effective in reducing PCE in soil vapor concentrations at the site. Although concentrations of PCE in soil vapor are declining, concentrations slightly above residential use cleanup goals, are present along the western fence line with the adjacent mobile home park. Continued monitoring of soil vapor along the fence line will be conducted to document the continued decline of soil vapor concentrations.

1.4 O&M Personnel Roles and Responsibilities

1.4.1 Project Coordinator

Name: Markus Niebanck, PG
Affiliation: Amicus (retained by and on behalf of the SBCTA)
Address: 580 Second Street, Suite 260
Oakland, CA 94607
Phone: 510.693.1241
E-mail: markus@amicusenv.com

The responsibilities of the Project Coordinator are to:

- Oversee the implementation of the O & M Plan
- Review annual soil vapor monitoring reports
- Receive and submit reports, documents, comments, approvals, and other communications to and from DTSC on behalf of the site owner

1.4.2 Environmental Consultant

Name: Michael Conkle, PG
Affiliation: Geocon West, Inc.
Address: 3303 N. San Fernando Blvd., Suite 100
Burbank, CA 91504
Phone: 818.841.8388
E-mail: conkle@geoconinc.com

The responsibilities of the Environmental Consultant are to:

- Conduct annual soil vapor sample collection
- Prepare annual soil vapor monitoring report

1.5 O&M Cost Estimate

The costs of the O&M Plan are associated with the Semi-Annual Soil Vapor Monitoring that are estimated to continue for two years. Estimated costs for the performance and reporting of the Annual Soil Vapor Monitoring detailed in the table below.

Table 1
Annual O&M Cost Estimate

Item	Units	Rate	Annual Cost
Soil Vapor Sample Collection	1 Event	\$5,200	\$5,200
Report Preparation	18 Hours	\$140	\$2,520
DTSC Oversight	10 Hours	\$200	\$2,000
Total Annual O&M Cost Estimate			\$9,720

2. SITE DESCRIPTION AND BACKGROUND

2.1 Site Description

The Site is adjacent to the northwest of the intersection of Barton Road and La Crosse Avenue. The Site was most recently developed with a restaurant on its southeastern portion and an office building on the north-central portion. In August 2016 these structures were demolished; the slab foundations were removed in February 2018. The asphalt-paved parking lot and landscaped areas were removed in 2018 in preparation for site redevelopment as a reconfigured Interstate 215 (I-215) ramp. The location of the Site is shown on Figure 1.

Surrounding properties and land uses includes a recreational vehicle park to the north, I-215 to the east, a mobile home park to the west, and commercial/light industrial properties to the south, across Barton Road.

2.2 Previous Investigations and Site Cleanup

Environmental due diligence conducted prior to SBCTA acquiring site control found that the property was developed with a residence and orchard by 1938. The land was redeveloped for commercial purposes in 1985. By 1989, three buildings (two multi-tenant buildings and a restaurant) were present. The building on the southwestern portion of the Site was present through 2008, when it was destroyed by a fire.

A dry cleaner (A-1 Cleaners) occupied Suite 130 (the northern suite of the former Site building on the southwest portion of the Site) between 1995 and 2008. This facility reportedly used PCE in its dry cleaning process. The facility was destroyed by a fire on September 17, 2008, and went out of business at that time.

Between November 2013 and July 2014 ERM conducted investigations evaluate the potential presence of PCE in soil and groundwater beneath the Site resulting from a release from the former dry cleaners. ERM advanced 20 borings at the Site and installed nested soil vapor sampling points. Two to ten soil vapor sampling points were installed in each boring, for a total of 74 soil vapor monitoring points.

Soil samples were collected from seven of the borings. Twenty-nine soil samples, collected at depths ranging from 0 to 30 feet, were analyzed for VOCs by EPA Test Method 8260B, and 20 soil samples, collected at depths ranging from 0 to 10 feet, were analyzed for total petroleum hydrocarbons (TPH) by EPA Test Method 8015B, and metals by EPA Test Method 6010B/7471A. Two VOCs were reported for the soil samples: PCE was detected at concentrations up to 220 micrograms per kilogram ($\mu\text{g}/\text{kg}$) and tert-butyl alcohol (TBA) was detected at concentrations up to 27 $\mu\text{g}/\text{kg}$. Diesel and oil-range TPH were detected in the soil samples at maximum concentrations of 18 and 240 mg/kg , respectively. The concentrations of metals reported for the soil samples were within the range of naturally occurring metals concentrations for California soils.

Five VOCs were reported for the soil vapor samples: PCE was detected in 69 of the samples at concentrations up to 2,060 micrograms per liter ($\mu\text{g}/\text{l}$); TCE was detected in 14 of the samples at concentrations up to 1.61 $\mu\text{g}/\text{l}$; chloroform was detected in five of the samples at concentrations up to 0.243 $\mu\text{g}/\text{l}$; toluene was detected in five of the samples at concentrations up to 0.178 $\mu\text{g}/\text{l}$; and 4-isopropyltoluene was detected in two samples at concentrations up to 0.178 $\mu\text{g}/\text{l}$.

In general, the soil vapor samples with the highest reported concentrations of PCE were collected from depths of 5 and 10 feet from the nested soil vapor sampling points installed within the footprint of the former dry-cleaner.

ERM advanced one soil boring and installed a groundwater monitoring well at the Site in the vicinity of the nested soil vapor sampling points where soil vapor samples with the highest reported VOC concentrations were collected.

The well is constructed with 4-inch diameter PVC casing, with a screen interval from 190 to 205 feet. During drilling groundwater was encountered at a depth of approximately 188 feet. Static groundwater was measured at a depth of approximately 190 feet within the completed well.

One grab sample of the groundwater encountered at approximately 190 feet was collected during drilling of the well. Approximately one week after the well was constructed the well was purged using low-flow purging techniques and an additional groundwater sample was collected. Both the groundwater grab sample and the groundwater sample collected from the well were submitted for analysis of VOCs by EPA Test Method 8260B. VOCs were not detected in either groundwater sample.

Based on the results of the ERM investigations SBCTA executed the CLRRRA Agreement with the DTSC to provide oversight of the remedial activities being conducted at the Site.

Remedial activities conducted to date at the Site consist of soil removal and four rounds of post-excavation soil vapor monitoring. The soil removal and monitoring activities were completed in general conformance with the DTSC-approved *Response Plan* dated May 22, 2017.

Prior to the source removal excavation, the 20 nested soil vapor probes and the one groundwater monitoring well at the site were abandoned in accordance with a permit issued by the Riverside County Department of Environmental Health. Excavation of soil from within the former A-1 footprint was performed in July 2017. Soil was excavated using an excavator and front end loader, and was temporarily stockpiled adjacent to the southern end of the excavation area. The excavation encompassed an area approximately 42 feet by 40 feet by 10 feet deep. Stockpiled soil was loaded into trucks and transported to the Azusa Land Reclamation facility in Azusa, California. A total volume of 1,099.48 tons of soil was removed from the site.

In accordance with the Response Plan, confirmation soil samples were collected from the base and sidewalls of the excavation, and analyzed for VOCs to evaluate if PCE concentrations in soil were less than the cleanup goal or if additional excavation was warranted. PCE was detected in six of the ten confirmation samples at concentrations ranging from 2.5 to 58 µg/kg. No other VOCs were detected in the samples. None of the reported PCE concentrations for the confirmation samples exceeded the cleanup goal for soil of 2,700 µg/kg. Based on this, the excavation was deemed complete and the excavation was backfilled with clean imported fill.

In accordance with the Response Plan, confirmation soil vapor monitoring was conducted after the source area soil was removed and replaced with clean import fill to evaluate the effectiveness of the source removal efforts. Soil vapor samples were collected at depths of 5, 10 and 20 feet from eight nested soil vapor monitoring points temporarily installed for each sampling event. Soil vapor samples were collected four times at approximate three-month intervals following the completion of the source removal and analyzed for VOCs. The approximate locations of the post-removal soil vapor monitoring points are shown on Figure 2.

2.3 Post-Cleanup Site Conditions

The project parcel is presently being redeveloped as an interchange for Interstate 215. When completed, the freeway ramp infrastructure shall occupy the eastern half (approximately) of the site and the western half, currently used for staging and construction-related activity, will remain vacant and undeveloped. The only access to this western “remainder” parcel will be through the private recreational vehicle (RV) park to the north as ingress/egress from Barton Road on the south side will be prohibited due to proximity to the freeway ramp intersection.

Post-removal action vapor sampling documents no source-area concentration rebound, affirming removal action effectiveness in this area and confirming that sediments beneath the excavation floor are not a continued secondary source of vapor-phase VOC contamination. VOC concentrations in the fence-line sampling points have declined more slowly.

3. O&M ACTIVITIES

3.1 Health and Safety

O&M activities will be conducted following the health and safety guidelines, policies and/or performance protocols that are outlined in the Health and Safety Plan prepared for the project dated June 2016. A copy of the HSP is provided in Appendix A.

3.2 Soil Vapor Monitoring

While the four post-excavation sampling events show the effectiveness of the remedial excavation in the source area, remnant VOCs have been identified in lenses of permeable sediments near the western property fence line. In order to document the stability/decline in vapor concentration in these areas, SBCTA intends to conduct four additional semi-annual fence-line soil vapor sampling events.

The semi-annual soil vapor monitoring will be performed at three locations immediately east of the fence in the vicinity of post-excavation soil vapor monitoring point locations PSV-5, -6 and -7 (see Figure 2). The separation from the former locations in the mobile home driveway is only a few feet and constructing the nested soil vapor sampling points on the project property will prevent further disruption of mobile home park tenants.

3.3 Semi-Annual Soil Vapor Sampling and Analysis Plan

Semi-Annual soil vapor samples will be collected following guidelines in *Advisory-Active Soil Gas Investigation* (California Environmental Protection Agency [CalEPA] et al., 2015a) and subsequent *Frequently Asked Questions – Active Soil Gas Investigations, Updated August 2015* (CalEPA et al., 2015b).

The nested soil vapor monitoring points will be constructed within a 2-inch-diameter boring created with a direct-push rig to the target depth of 20 feet. The nested vapor monitoring points will be constructed using a 1.75-inch-long stainless steel vapor probe tip with a 0.0057-inch, wire wrapped screen, connected to 1/8-inch diameter Teflon® tubing. The nested vapor monitoring point tips will be set at target depths of 5, 10, and 20 feet and placed within a one-foot-thick filter pack consisting of #30 silica sand. The filter pack was then capped with approximately one foot of granular bentonite, followed by a hydrated bentonite seal extending upward to the bottom of the next highest vapor monitoring point tip or the ground surface.

Prior to collecting the soil vapor samples, a purge volume test will be conducted at the beginning of each day to determine the purge volume to be used. Soil vapor samples will then be collected from each monitoring point using the following procedures:

- A vapor manifold will be attached to the vapor sampling point. The vapor manifolds will be equipped with an air filter, flow restrictor, three-way valve and a pressure gauge.
- With the ball valve in the closed position, a shut-in test will be performed by creating a vacuum inside the vapor manifold using a vacuum pump. If a vacuum is not maintained at a consistent level for a duration of at least one minute, the fittings on the vapor manifold will be readjusted and the shut-in test reattempted until a successful test occurs.
- Vapor monitoring points will be purged of three well volumes using a vacuum pump. The purge volume, will be based on the internal volume of the tubing, varied by the depth of the sample point. Vapor monitoring points will be purged and samples collected at a flow rate of 200 milliliters per minute.

After purging, the samples will be collected using a clean or decontaminated laboratory-provided gas-tight syringes with Teflon seals and transported directly to the onsite mobile laboratory for analysis of VOCs by soil vapor modified test method 8260. Additional discussion on sample collection and analysis is provided in the Sampling and Analysis Plan in Appendix B.

3.4 Land Use Covenant and Inspection

As discussed in the Response Plan Completion report, a Land Use Covenant (LUC) will be recorded to the deed of the project parcel. The LUC will specify that no structural development shall occur at the project parcel and any change in land use or occupation from its present state as an open unoccupied lot will be reviewed and approved by the DTSC prior to implementation.

As the property will be owned by the SBCTA and adjacent to the Caltrans freeway infrastructure, it will be inspected regularly and maintained in a condition consistent with local municipality standards. As the land will be owned by SBCTA no change in use or construction of structures can take place without internal agency approval.

The property will be maintained e.g, (weed control, trash removal) at a regular frequency and as needed in association with local Code Compliance requirements. Maintenance shall be conducted by various on-call SBCTA staff. The property parcel will be inspected periodically, and at least annually, and during or immediately following unplanned events where the site conditions may be compromised (e.g., heavy rains, seismic events, fire, etc). Inspection checklist, and photographs will be included in the Summary Report.

3.5 Five Year Reviews

Five-Year reviews will be conducted to evaluate remedy effectiveness until it is mutually agreed that Five-Year reviews are no longer necessary. The first Five-Year Review Report will be completed five years after DTSC approval of the Response Action Completion report or this Operation and Maintenance Plan. Subsequent five-year review reports will be completed by December 31 of every fifth year. The Five-Year Review will provide information to assess whether the site remains protective of human health and the environment including the following:

- General Information (purpose, changes since the previous five-year review)
- Assessment of sampling data at the property boundary in the last five years to verify whether the implemented response action (excavation) is functioning as intended.
- Conclusion and recommendations:
 - Whether the remaining VOCs concentrations are still protective of human health and the environment (including the receptors in the Mobil Home Park)
 - Whether the remedial action objectives are met.
 - Whether modifications are needed to the property parcel to make this Plan more effective.

The Five-Year Review Report will be signed by O&M Professionals and the Project Coordinator.

3.6 Contingency

The purpose of the O & M described in this report is the generation of additional data to support the conclusion that the removal of soil with dry cleaning contamination in the source area will motivate the stabilization and decline in concentration of VOC in permeable sediment horizons near the mobile home park. The results of each sampling event shall be reviewed with DTSC staff following completion and at the conclusion of the four-episode O & M duration. Should the results indicate a condition requiring additional attention, DTSC staff shall be engaged to discuss objectives and approach. The table below summarizes potential response actions to be taken if the sampling results indicate potential risk and/or hazards to the residential receptors in the Mobile Home Park.

Vapor Intrusion Risk/Hazard	Risk Management Decision	Activities
Risk $\leq 1 \times 10^{-6}$ Hazard Index ≥ 1.0	No further Action	None
$1 \times 10^{-6} \leq \text{Risk} \leq 1 \times 10^{-4}$ Hazard Index > 1.0	Evaluate Need for Action	Possible Actions: <ul style="list-style-type: none"> • Additional data collection at the Mobile Home Park such as crawl space sampling or indoor air sampling). • Monitoring • Vapor Intrusion Mitigation • Additional Source remediation
Risk $> 10^{-4}$	Response Action Needed	<ul style="list-style-type: none"> • Vapor Intrusion Mitigation • Source Remediation

3.7 Site Access

Upon request, site access for DTSC representatives and O&M personnel will be arranged and provided by the Project Coordinator at all reasonable times.

4. REPORTING

A summary report will be submitted to the DTSC after each Semi-Annual Soil Vapor Monitoring event or annual inspection. The reports will include, but not be limited to, the following items:

- A summary of field activities performed, observations noted during field activities, and the results of analytical testing.
- Results of annual inspection and any actions taken as a result of the inspection and supporting data (e.g. photos).
- Description of significant changes in site condition and usage and other information that may be related to the site's restrictions.
- Data interpretation, conclusions, and recommendations for next report (e.g., O&M modifications, initiation of any response action, etc.).

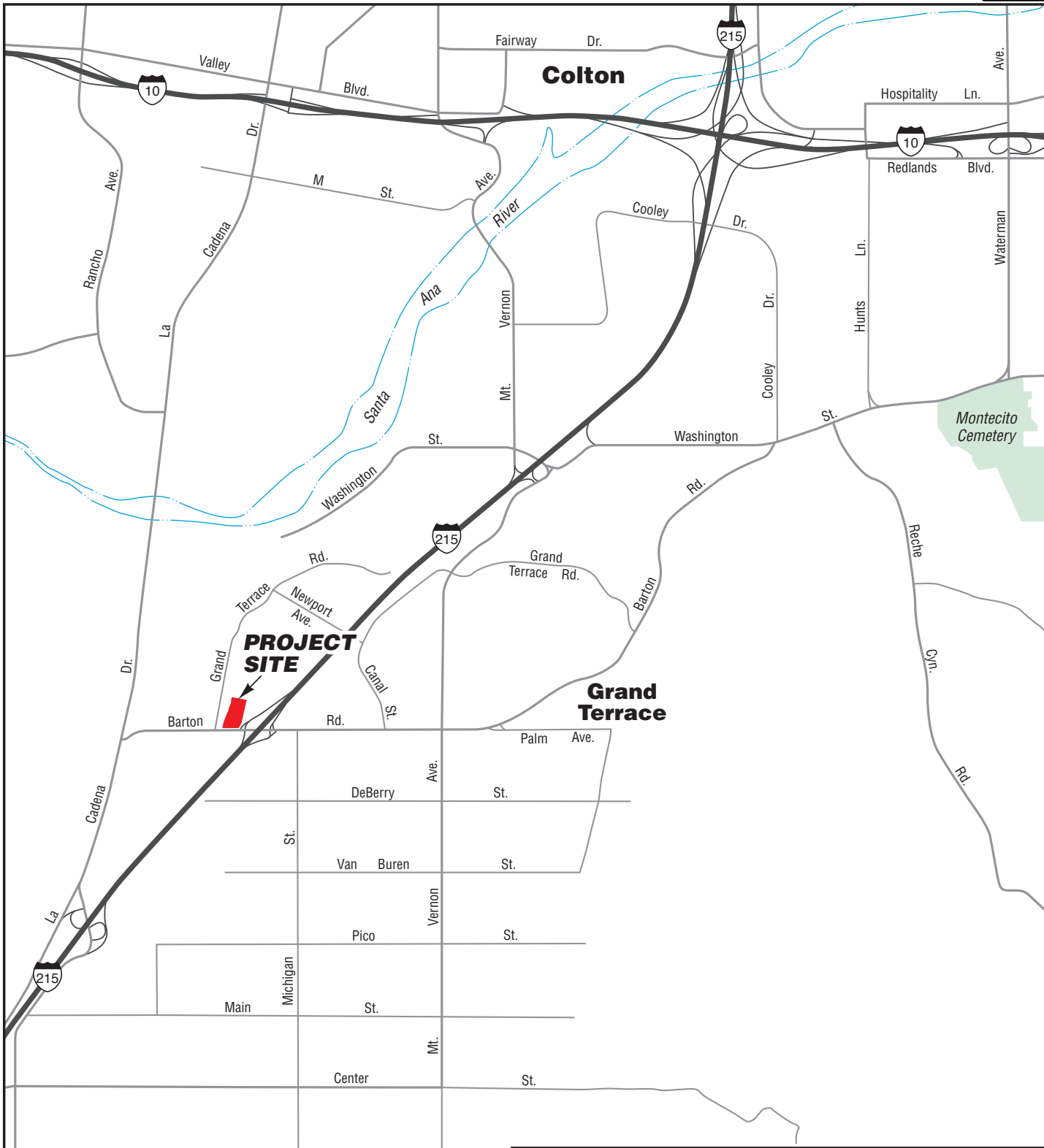
4.1 DTSC Notification Requirements

DTSC will be notified in writing of the following activities:

- Within seven (7) days of any changes in the names, addresses, or telephone numbers of the Project Coordinator or O&M professional
- At least 14 days prior to a routine inspection or inspection for a Five-Year Review
- Within 24 hours of an unplanned event that impacts or threatens to impact the property parcel conditions; and At least 30 days prior to destroying any documents prepared to address O&M Plan requirements

5. REFERENCES

- California Environmental Protection Agency, Department of Toxic Substances Control, Los Angeles Regional Water Quality Control Board, and San Francisco Regional Water Quality Control Board, 2015a. *Advisory — Active Soil Gas Investigations*. Updated July 2015.
- California Environmental Protection Agency and Department of Toxic Substances Control, Los Angeles Regional Water Quality Control Board, and San Francisco Regional Water Quality Control Board, 2015b, *Frequently Asked Questions – Advisory – Active Soil Gas Investigations (ASGI)*. Updated August 2015.
- Geocon West, Inc. (Geocon), *Response Plan, 21900 Barton Road, Grand Terrace, California*, May 2017.
- Geocon West, Inc. (Geocon), *Soil Vapor Survey Workplan, 21900 Barton Road, Grand Terrace, California*, August 2016.
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Grand Terrace,
California

VICINITY MAP

A9394-77-01	June 2019	Figure 1
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Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC



Ref: ERM, 9/4/14

LEGEND:

- - - Approximate Limits of Excavation Area
- ▲ TVP1 Approximate Location of Pre-Excavation Soil Vapor Sample
- PSV1 Approximate Location of Post-Excavation Soil Vapor Sample
- - - 21900 Barton Road Parcel Boundary



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California

Soil Vapor Sample Locations

A9394-77-01

June 2019

Figure 2



Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC Project)

Ref: ERM, 9/4/14

LEGEND:

- - - - - Approximate Limits of Excavation Area
- *PSV7R* Approximate O & M Plan Soil Vapor Sample Location
- - - - - 21900 Barton Road Parcel Boundary



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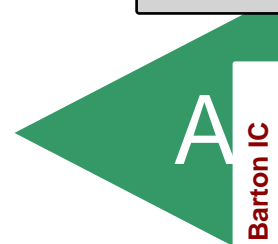
O & M Plan Soil Vapor Sample Locations

A9394-77-01

June 2019

Figure 3

APPENDIX



Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

HEALTH AND SAFETY PLAN

REMEDIAL EXCAVATION AND WELL ABANDONMENT

21900 BARTON ROAD
GRAND TERRACE, CALIFORNIA



GEOCON
WEST, INC.

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED BY

GEOCON WEST, INC.
3303 N. SAN FERNANDO BLVD., SUITE 100
BURBANK, CALIFORNIA 91504

PROJECT NO. A9394-77-01

JUNE 2016

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Figure 1, Vicinity Map

HEALTH AND SAFETY PLAN SUMMARY

Site Name: 21900 Barton Road

Site Location/Address: Northwest Corner of Barton Road and La Crosse Avenue,
Grand Terrace, California

Project Representatives:

- Project Manager: **Mike Conkle, PG** 213.503.7841 (Cell No.)
- Project Safety Officer: **Robert Kimball** 916.870.6535 (Cell No.)
Geocon Office No.: 818.841.8388
- Certified Industrial Hygienist: **Douglas Krause, CIH** 530.848.9232 (Cell No.)
Geocon Office No.: 530.758.6397
- Client Representative: **Kim Bibolet** 951.321.1800

Scope:

- General site survey
- Monitoring well destruction (abandonment)
- Demolition concrete & pavement, excavation of VOC-containing soil

Hazard Summary:

- Mechanical - material handling, slip/trip, struck-by injuries; excavation safety
- Underground/Overhead Utility Hazards
- Occupation exposure to noise
- Biological –biting insects or animals
- Thermal Extreme – heat stress
- Chemicals – Tetrachloroethylene (PCE), Trichloroethylene (TCE), Portland cement & crystalline silica

Control Summary:

- Site control; Personal Protective Equipment (PPE) - Safety vests/hard hats/safety glasses/steel-toed boots
- Site inspection & control, utility location/identification
- Hearing protection – plugs or muffs
- Long sleeve shirts, long pants; repellent
- Appropriate dress, rest/work cycle; fluids
- Engineering Controls-Isolation - safe work practices; sanitation.

Hospital Reference: Riverside Community Hospital 951.788.3000
4445 Magnolia Avenue
Riverside, California 92501

Directions: Take I-215 south for 3.7 miles. Take Route 91 west. Exit Route 91 at 14th Street head west. Proceed 2 miles to Magnolia Avenue. Hospital is on the left. (see Vicinity Map, Figure 1).

Emergency Assistance:

Fire/Police/Medical Assistance: **911**
Poison Control: **800-876-4766**

1.0 INTRODUCTION

This Health and Safety Plan (HSP) is a compilation of health and safety guidelines, policies and/or performance protocols that, when exercised, are intended to reduce or eliminate the potential for injury and exposure during the performance of the activities at the site described below. Conformance with its contents does not warrant that injuries or exposures will not occur.

This HSP is not a training tool and does not contain the degree of detail necessary to train an employee on the appropriate performance, approach and/or equipment-use protocols referenced, herein. It will be assumed that persons working on this project and referring to this HSP meet the minimum training requirements described in Section 2.2.

This HSP has been prepared to specifically support the field activities described herein. The provisions described herein apply to employees of Geocon West, Inc. (Geocon) and its subcontractors, only. Representatives of the Client, Client-retained subcontractors, and representatives of state or local government agencies are expected to observe the safety rules and requirements established by their respective organizations, provided they do not conflict with this HSP. However, Geocon will not be responsible for enforcing the conditions of this HSP on these representatives.

The contents of this HSP are based on factors and conditions understood prior to the start of the field activities. If those factors and conditions change during the performance of the activities, including the service scope, or if conditions exist that were not considered in the preparation of this HSP, then such shall be brought to the immediate attention of the person approving this HSP, and the HSP shall be modified, accordingly. The date indicated in Section 8.0 of this document indicates the latest version of this HSP.

All project personnel, including client or government agency field inspectors will review, and become familiar with the elements of the Plan prior to site work. A copy of the Plan will be provided to all subcontractors project Managers, or designee involved with project activities.

A pre-job conference will be held to delineate roles and responsibilities, discuss key elements of the Plan, and coordinate activities. This Plan is a "working document" to be used by affected personnel. The Plan may be modified at any time in accordance with Section 1.4 to adequately address changing conditions or previously unrecognized exposure hazards which may be encountered during the project. An updated, current copy of the Plan will be maintained at the project site during and be available to all affected personnel.

1.1 Project Location and Description

Site Location/Address: 21900 Barton Road, Northwest Corner of Barton Road and La Crosse Avenue, Grand Terrace, California

1.2 Background

Site is a former dry cleaner facility. The building burned down sometime after 2007. Tetrachloroethene (PCE) and, to a lesser extent, Trichloroethene (TCE) has been reported in soil vapor samples collected at the Site. Client intends to remediate the suspected source of PCE/TCE in soil vapors by excavating soil from within the footprint of the former building. Additionally, there are 15 nested soil vapor probe wells and one groundwater monitoring well at the Site that will be abandoned.

1.3 Project Objectives

Geocon will perform the monitoring well abandonment and excavation of buried material that will obstruct construction activities on the two parcels.

1.4 Planned Scope of Services

- Monitoring well abandonment
- Demolition concrete & pavement, excavation of buried utility materials & debris

1.5 Schedule

Anticipated Period of Performance: June - July 2016

Anticipated Weather/Temperature: Weather conditions are expected to be hot and dry

2.0 ADMINISTRATIVE REQUIREMENTS/CONTROLS

2.1 Personnel

Personnel responsible for project safety include the Project Manager, the Project Safety Officer (PSO), the Certified Industrial Hygienist (CIH), and participating project personnel.

2.1.1 Project Manager

The Project Manager has ultimate authority and responsibility for project Health and Safety. Accordingly, he/she has the responsibility to develop the HSP (or assign its development); audit compliance with the provisions of this HSP; suspend project activities or modify service practices for health and safety reasons; and, to dismiss from a project site individuals whose onsite conduct either endangers the health and/or safety of others or is judged not to comply with the provisions of the HSP. The Project Manager is responsible for sharing/distributing the HSP to participating field personnel and to an authorized representative of each project subcontractor. The Project Manager is also responsible for implementing all provisions of the HSP and any applicable addenda. Implementation includes:

- Reviewing the HSP requirements (if prepared by another project member);
- Presenting an overview of the provisions of the HSP with project participants;
- Providing the safety equipment specified herein;
- Collecting and submitting the requisite health and safety documentation (training rosters/certificates, air monitoring records (exposure assessments); site personnel logs, and copying them to the PSO, if appropriate;
- Designating/identifying a qualified project member as the PSO; and,
- Reporting all Plan amendments to the CIH.

2.1.2 Project Safety Officer

The designated PSO is responsible for assisting the Project Manager with onsite implementation of the HSP. The PSO's responsibilities include:

- Maintaining project safety equipment supplies;
- Performing air monitoring as specified herein (ref: Section 4.1);
- In consultation with the Project Manager, directing decontamination operations, as appropriate;
- First line enforcement of the provisions of this HSP;
- Directing emergency response operations until public emergency personnel arrive,
- In consultation with the Project Manager, setting up Site Controls specified herein; and
- Reporting all incidents and infractions to the Project Manager and the Certified Industrial Hygienist (CIH) if unanticipated incidents necessitate amendment(s) to this Plan.

The PSO has the authority to suspend project activities any time he/she determines that the provisions of the HSP are inadequate to provide a service/project environment conducive to employee safety. Further, the PSO is to inform the Project Manager of any individuals whose onsite actions jeopardize either their health and safety or the health and safety of others.

2.1.3 Certified Industrial Hygienist (CIH)

The Certified Industrial Hygienist (CIH) provides industrial hygiene and safety technical support to the Project Manager and Project Safety Officer. In this capacity, he:

- Provides training, as requested;
- Provides technical support for the selection and use of Personal Protective Equipment (PPE); and,
- Provides arbitration on project health and safety issues.

2.1.4 Project Field Staff

All project personnel are responsible for:

- Complying with the provisions of this HSP;
- Performing services in a manner that is consistent with good health and safety practice; and,
- Reading and being knowledgeable of the contents of this HSP.

2.2 Personnel Training

2.2.1 General Site Employees

All personnel assigned to this remediation project have successfully completed all applicable training requirements as outlined in T8 CCR §5192(e), "Training" (40-Hour and Supervisor Certificates, and current annual Refresher Training).

In addition, prior to initiating project removal and remediation tasks, employees will attend a pre-project orientation. The orientation will review all elements of the HSP including: 1) the location of potential health and safety hazards on the site; and 2) requirements of the HSP. The training will also address other Cal/OSHA requirements such as the Geocon Hazard Communication (T8 CCR §5194), including the potential hazards of exposure to PCE, TCE, Portland cement and crystalline silica, and the Geocon Injury and Illness Prevention Program (T8 CCR §3203; CSO §1509).

2.2.2 "Tailgate" Meetings

During the active field components of the project, the Project Manager or designee will conduct regular (i.e., weekly or daily, as appropriate) "tailgate" safety meetings. This meeting will include information on the following subjects, as applicable:

- Changes to project scope;
- Recognized changes to site conditions;
- Review of safe work practices;
- On or off the project safety practices;
- Feedback from employees on hazards, safety suggestions, or concerns; and
- Recognition for compliance, good safety performance or attitude.

Attendance at the tailgate meetings is considered a part of each employee's job responsibilities.

2.3 Medical Surveillance

Geocon and subcontractor employees if required to wear respiratory protection shall have a current medical evaluation and approval by a physician or other licensed health care professional (PLHCP). Medical evaluations will be provided in accordance with the Geocon Respiratory Protective Equipment Program (ref. T8 CCR §5144(e) “Medical Evaluation”). The use of respiratory protective equipment is not anticipated in forming the “non-intrusive” characterizations tasks required for this project.

Project personnel are expected to arrive at the jobsite and be well rested and physically prepared to perform assigned tasks.

3.0 HAZARD AND CONTROL ANALYSIS

The following hazards were assessed to either exist, or have the potential to develop, during the performance of the project activities:

TASKS	HAZARDS							
	MECHANICAL	ELECTRICAL/ UTILITY	NOISE	BIOLOGICAL	RADIOLOGICAL	THERMAL	CHEMICAL	OTHER
Work-related Driving:	X							
Well destruction/abandonment	X	X	X	X		X	X	
Debris/concrete demolition	X	X	X	X		X	X	
Soil excavation/removal	X	X	X	X		X	X	

3.1 Safe Driving & Equipment Operation

Hundreds of workers are injured or die in job-related motor vehicle accidents annually. Motor vehicle accidents are one of the number-one causes of employee injuries and deaths. Most accidents can be avoided by practicing defensive driving. Geocon policies mandate that employees:

- Prepare themselves and their vehicle for the road before travel;
- Drive according to posted speed limits unless adverse conditions necessitate slower speeds;
- Never tailgate, employ the three-second rule in following vehicles;
- Follow California State Law and other local laws and regulations regarding the use of cellular phones for communication while driving. Additionally, talking on a cell phone and/or texting is prohibited while operating heavy equipment.
- Eliminate distractions, avoid eating, drinking, or smoking; and
- Use practical driving procedures in cities, on the freeway, and in rural areas.

3.2 Mechanical Hazards

Type(s)/Source:

- Material Handling/Back Injury
- Striking – slips, trips and falls; and,
- Struck-By Injuries – heavy equipment (drill rig); highway vehicle traffic
- Heavy equipment: Earthwork – trenching and excavation

Qualified Exposure Risk: Moderate to High

Hazard Control(s):

- Safe Lifting
- Project/Site Isolation – lane/shoulder closure traffic control; work methods; no work zone setups (lane closures) during inclement weather; adequate work area lighting when working at night
- PPE – ANSI approved Class II/III reflective safety vests during the day (Class III vests or ensembles at night); hard hats; safety-toe shoe or boot; safety glasses

3.2.1 Material Handling – Safe Lifting

Hazard: It is expected that field personnel will be required to lift heavy tools, equipment and supplies, i.e., drums and/or perform arduous tasks during this project. Accordingly, back injuries or physical strain may be caused by: routine lifting; the weight of a lifted object; the frequency of lifting; bending, twisting, or rotating during lifting; prolonged sitting; exposure to vibrations; poor arch support in footwear; and, not stretching prior to physical activity. If the following “control” mechanisms are not exercised, debilitating back injury may occur.

Control(s): Before attempting to lift and carry an object, always test its weight first. If it is too heavy, get help. If possible, use mechanical lifting aids. If manageable, the proper method for lifting is:

- Get a good footing;
- Place feet about shoulder width apart;
- Bend knees to pick up load. Never bend from the waist;
- Keep back straight;
- Get a firm hold. Grasp opposite corners of the load, if possible;
- Keep the back as upright as possible;
- Lift gradually by straightening the legs – don’t jerk the load;
- Keep the weight as close to the body as possible; and
- When changing directions, turn the entire body, including the feet. Don’t twist the body.

If devices are used for handling materials manually (e.g., two-handed lifters, barrel ring clamps, hand trucks, wheelbarrows, etc.), wear protective equipment like gloves and safety shoes to minimize the potential of fingers or toes becoming pinched or smashed between the load and stationary features. Also, avoid overloading the device.

3.2.2 Trauma Injuries – Slip & Trips

Hazard: Slip, trip and fall injuries can, and often, result when a worker runs into, strikes, or unexpectedly runs into tools or site equipment. These occurrences typically result from inadvertent slips, trips or falls due to poor project “housekeeping,” and sometimes from the use of inadequate lighting during night work.

Control(s): To minimize risks of slip or trip hazards, personnel shall maintain a constant program of good housekeeping, keeping areas clear of trip hazards and wet and slippery surfaces, and providing adequate lighting at night. All hand tools shall be regularly secured and care shall be taken when entering areas where work is being performed above eye level.

3.2.3 Trauma Injuries – Struck by Vehicles or Heavy Equipment

Hazard: Injuries can, and often, result when one becomes an unexpected receptor of contact with another kinetic mass. These occurrences typically result from the worker being struck by a dropped or collapsed mass or a moving piece of equipment or vehicle. This is particularly important during nighttime operations where visibility is restricted.

Controls:

- PPE – ANSI approved Class II/III safety vest, hard hat, safety glasses
- Moving Vehicle

Injuries or death can, and often, result when a worker becomes an unexpected receptor of contact with a moving vehicle.

Engage the vehicle’s warning light bar whenever planning to pull off or exit the highway. When stopped or parked, continue use of the light bar. Employees/workers shall not exit the vehicle until they have successfully pulled off of the highway. In those instances where it is not possible to clear the shoulder, workers shall exit the vehicle on the side opposite the adjacent traffic flow. Geocon employees will be required to wear hard hats and fluorescent vests and place safety cones at 10-yard intervals for a minimum of 30 yards (if achievable) from the left rear corner of the vehicle so they may be seen by adjacent traffic.

If necessary, Geocon may provide shoulder closures in conformance with Caltrans *Standard Provisions for Maintaining Traffic* as specified in *Standard Plans T-10, T-10A, T-11, T-12, T-13, and T-14*. Workers shall maintain a constant awareness and fully comply with both the Traffic Control Plan (TCP) and internal (worksite) TCP throughout the duration of the field services.

Workers shall maintain a constant awareness of traffic patterns/conditions throughout the duration of the field services.

3.3 Underground & Overhead Utility Hazards

Type(s)/Source: Underground – electrical, gas, sewer, communications cables
Overhead – electrical and communications cables

Qualified Exposure Risk: Low – over-drilling well casing and well destruction activities
Moderate – excavation and removal of old utilities and debris

3.3.1 Underground Utilities

Hazards: Contact with electrical current can cause shock, electrical burns, and/or be instantly fatal. If a drill rig or hand-auger makes contact with electrical wires, it will not be insulated from the ground. The human body, if it simultaneously comes in contact with the auger and the ground, will provide a conductor of the electricity to the ground.

Control(s): Demarcate all drilling/digging locations, first. Contact Underground Service Alert (USA) (1-800-227-2600) and review as-built plans before performing any augering activity. It is advised that a private utility locator be contacted to supplement USA's demarcations, especially when the project is on private property. Soil intrusive work shall not proceed until all locating activities have been completed and fully documented in the site records. The initial site safety orientation meeting for all personnel onsite shall include a review of the underground utility locations and the location of the site map, showing the position of any underground utility lines. The site safety orientation shall include a site walkover of each marked utility or line.

Should a sub-surface condition be encountered that creates suspicion that there may be an unidentified underground line or utility, immediately cease work and secure the equipment. Work will not proceed until the potential risk or condition is resolved.

3.3.2 Overhead Utilities

Hazards: See 3.3.1

Controls: Prior to site work involving extended reach with the backhoe boom, or lifting operations a site inspection will be conducted to identify potential overhead hazards such as power or communication lines. A clearance of at least 10 feet will be maintained between overhead power lines and equipment booms (and hoists).

3.4 Earthwork Excavation – Trenching Hazards

Hazard: Cave-in hazards may be created by an area excavated for removal of underground utilities fuel pump island plumbing.

Note: Excavations are not planned for this project.

Controls: Soil excavation work will be conducted in accordance with T8 CCR Construction Safety Orders, Article 6, §§1540, 1541, and 1541.1 Appendices A through F.

The Project Manager will identify the “Competent Person” responsible for excavation safety. The Competent Person will inspect the site prior to the start of work and as needed throughout the project. In addition, daily inspections of excavations, the adjacent areas, and protective systems will also be conducted for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions; e.g., excavation sidewall slopes will not be steeper than 45 degrees beneath the edges of the footings of load bearing members to reduce the potential for structural distress.

The Competent Person, as directed by the Project Manager/SSO will attempt to minimize cave-in hazards by restricting all entry into and around an excavation deemed greater in depth than 5 feet, unstable and unsafe. OSHA requires that each employee in an excavation be protected from cave-ins during an excavation by an adequate protective system designed in accordance with OSHA standards. Protective system options include proper sloping or benching of the sides of the excavation; supporting the sides of the excavation with timber shoring or aluminum hydraulic shoring; or placing a shield between the side of the excavation and work area. The excavation contractor is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

3.5 Noise Hazards

Equipment operated at sampling sites may present a noise hazard to employees. In all cases where the sound pressure levels may exceed a time-weighted average noise dose of 85 decibels (the Action Level), the Project Manager will evaluate exposures according to the Geocon Hearing Conservation Program (ref. T8 CCR §§5095-5100). Selection of hearing protection will be made in accordance with the Geocon Safety Equipment Guide. Only hearing protectors (ear plugs or muffs) with a Noise Reduction Rating of 20 dB, or higher, will be used. When worn, earmuffs will be donned in the "over the head" position with the hair pulled back from the sealing surface.

Note: In general, noise levels in excess of 85 dBA interfere with communication between two individuals speaking in a normal tone of voice at a distance of 3 feet from one another.

3.6 Biological Hazards

Type(s)/Source: Biting vectors (mosquitoes) and animals; rodent droppings.

Qualified Exposure Risk: Low to moderate

Primary Controls:

- Isolation (Attention to detail – avoidance)
- PPE (Gloves/boots/long-sleeve shirts)
- Insect repellent, barrier creams

Hazard: Contact with insects and animals likely to be present at the site should be avoided. Stinging and biting insects, including bees, spiders, and ticks, can cause extreme discomfort and/or serious allergic responses. Insect bites are generally not dangerous, unless they are from a poisonous insect or mosquitoes potentially carrying West Nile virus, or possibly the Zika virus.

The primary concern with animal bites and scratches is the potential for infection and/or rabies. Snake or scorpion bites can also be dangerous, but more from infection or trauma than the toxins injected by the snake or scorpion.

Control(s): Avoid conducting site activities from dusk to dawn when the risk of encountering certain types of biting mosquitoes may be higher. Before beginning fieldwork each day, inspect the work area for the presence of standing water, poisonous plants and inhabitant reptiles and take measures necessary to minimize the potential for contact. Specially prepared topical barriers, such as Tecnu[®], for protection against poison oak, and insect repellent containing approximately 50% DEET, or picaridin, IR3535, oil of lemon eucalyptus, or para-menthane-diol for long lasting protection for protecting exposed skin from biting insects. These products are commercially available and may minimize the potential for development of skin rashes and/or irritations due to such exposures; apply insect repellent sparingly to exposed skin. Note: Avoid contacting plastic zippers or other plastic closure mechanisms on clothing, equipment bags, etc., with DEET containing crème which will cause these materials to degrade.

If potentially bitten by a spider, etc. wash the affected area with soap and water as soon as possible. If irritation still develops, apply First Aid and/or seek medical attention, accordingly. If you are allergic to bee or wasp stings, be sure to have the appropriate first aid available (e.g., an epi-pen) on the project. If you are stung, administer first aid and seek immediate medical attention.

Be sure a reptile or animal bite victim obtains medical attention quickly if a bite or scratch occurs, especially if there is a potential that it was poisonous. In the meantime, administer First Aid by scrubbing the wound with soap and water, and rinsing thoroughly under running water. Dry off and place a clean bandage on the wound. Victims of these bites should lie down and remain calm and motionless; cold packs should be applied and medical attention sought immediately.

3.7 Thermal Extremes – Heat Stress and Heat Strain

Type(s)/Source: Solar load – working outdoors in spring/summer months

Qualified Exposure Risk: Moderate

Primary “Control”: Compliance with T8 CCR §3395 Heat Illness Prevention
Dress appropriately for the expected weather conditions.

Hazard: In addition to the chemical, physical and operational hazards referenced above, heat stress may present a potential hazard to on-site personnel during the on-site operations. This hazard can be created when individuals work in warm temperatures while wearing relatively impervious protective clothing. When ambient air temperatures at the site exceed approximately 75 degrees Fahrenheit, heat stress can result. If these conditions are encountered, the precautions referenced below should be implemented.

Controls: The PSO should regularly monitor ambient air temperature. Field team members will be observed for signs and symptoms of heat stress including: dizziness, profuse sweating, skin color change, and increased heart rate and vision problems. Personnel who exhibit any of these symptoms will be removed from field work and requested to consume 2 to 4 pints of electrolyte fluid or cool water every hour while resting in a shaded area. The individual should not return to work until the symptoms are no longer recognizable. If symptoms appear critical, persist or get worse, seek immediately medical attention.

To control the potential occurrence of heat stress, preventive measures will be evaluated and implemented on a daily basis (ref. T8 CCR §3395 Heat Illness Prevention). These measures may include:

- Schedule periodic cooling and rest (recovery) periods in a shaded area (ref. T8 CCR §3395(d) Heat Illness Prevention);
- Designated shaded rest areas, or portable shade structures must be available when the ambient daily high temperature is predicted to exceed 85 degrees Fahrenheit, or 75 degrees Fahrenheit if CPC will be required to be worn; and,
- Inducement of water intake, the equivalent quantity of 1 quart of water per hour per on-site staff (2 gallons per person) be available before work begins unless provisions for immediate water replenishments are available (nearby store, plumbed water supply, etc.). Water must always be replenished before running out (ref. T8 CCR §3395(c) Heat Illness Prevention).

The implementation frequency of these measures will be the responsibility of the Project Manager or PSO.

3.8 Chemical Hazards

The risk of significant exposure to Tetrachloroethylene (PCE), Trichloroethylene (TCE), Portland cement (grouting), or respirable Crystalline silica from soil removal tasks/activities, well destruction and demolition of concrete is considered to be low to moderate on this project. Potential exposure risk during demolition, or soil excavation, handling and removal, and well destruction will be mitigated using wet methods to suppress airborne dust, particularly from PCE/TCE impacted soils and crystalline silica from concrete demolition.

Detailed information regarding the physical description of PCE, TCE, Portland cement and crystalline silica including health hazards, routes of entry into the body, signs and symptoms of exposure, target organs, and chemical and physical properties are available in the chemical guides for Attachments A – Tetrachloroethylene (PCE), B – Trichloroethylene (TCE), C - Portland Cement and Attachment D - Crystalline Silica. The chemical guides are published by the National Institute for Occupational Safety and Health (NIOSH).

3.8.1 Tetrachloroethylene (PCE) & Trichloroethylene (TCE)

Type(s)/Source:	Former dry cleaners activities – Tetrachloroethylene (PCE), Trichloroethylene (TCE).
Exposure Route:	Inhalation, skin absorption; ref A & B – NIOSH Guides Chemical Hazards
Target Organs:	See Attachments A & B – NIOSH Guides Chemical Hazards
Anticipated Acute Exposure Symptoms:	See Attachments A & B – NIOSH Guides Chemical Haza
Pertinent Physical Properties:	liquid, vapors; IP 9.32 eV PCE and 9.45 eV TCE
Qualified Exposure Risk:	Low
Primary Control:	
	<ul style="list-style-type: none"> • Isolation – site control; • Engineering Controls – Water mist to allay potential airborne dust; • Follow safe work practices and sampling procedures; • PPE – eye (safety glasses or goggles) and, hand protection (leather and/or impermeable gloves) • Sanitation – good personal hygiene; see Section 4.2

3.8.1.1 Tetrachloroethylene (PCE)

CHEMICAL NAME & CAS#	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCE
Tetrachloroethylene, Perchloroethylene (PCE) 127-18-4	Inhalation	PEL-TWA‡	25 ppm	Cal/OSHA
		PEL-STEL	100 ppm	
		PEL-Ceiling	300 ppm	
		TLV-TWA†	25 ppm	ACGIH
		TLV-STEL (15 min.)	100 ppm	

‡PEL-TWA – Permissible Exposure Limit; TWA - 8-hour time-weighted average concentration adopted by Cal/OSHA.

†TLV-TWA - Threshold Limit Values for Chemical Substances 2015 published by the ACGIH – American Conference of Governmental Industrial Hygienist.

3.8.1.2 Trichloroethylene (TCE)

CHEMICAL NAME & CAS#	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCE
Trichloroethylene (TCE) Ethylene trichloride 79-01-6	Inhalation	PEL-TWA‡	25 ppm	Cal/OSHA
		PEL-STEL	100 ppm	
		PEL-Ceiling	300 ppm	
		TLV-TWA†	10 ppm	ACGIH
		TLV-STEL (15 min.)	25 ppm	

3.8.2 Portland Cement

Type(s)/Source: Bentonite grout (Portland cement)

Qualified Exposure Risk: Low - hazardous exposure to Portland cement during well grouting [destruction] is considered to be low during this project due to safe work practices to be employed.

Exposure Route: Inhalation; ref. Attachment C - NIOSH Guide to Chemical Hazards - Portland Cement

Hazard Control(s):

- Isolation – site control
- Engineering Controls – safety work practices; wet methods/materials
- PPE – eye (safety glasses or goggles) and, hand protection (leather and/or impermeable gloves)
- Good sanitation and personal hygiene; see Section 4.2.

CHEMICAL NAME & CAS#	ROUTE OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCES
Portland Cement 65997-15-1	Inhalation	PEL-TWA	10 mg/m ³ total dust	Cal/OSHA
	Dermal	PEL-TWA	5 mg/m ³ respirable fraction	
			TLV-TWA	3 mg/m ³ respirable fraction

†American Conference of Governmental Industrial Hygienist (ACGIH); Threshold Limit Value (TLV)

3.8.3 Crystalline (α -Quartz) Silica

Type(s)/Source: Demolition, handling and removal of concrete

Qualified Exposure Risk: Moderate - hazardous exposure to crystalline silica during demolition of concrete structures is considered to be low to moderate due to wet methods that will be used to suppress airborne dust.

Exposure Route: Inhalation; ref. Attachment D - NIOSH Guide to Chemical Hazards – Crystalline Silica

Hazard Control(s): refer to 3.6.1

- Engineering Controls – T8 CCR §5145 Media to Suppress Airborne Dust; wet methods

CHEMICAL NAME & CAS#	ROUTE OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCES
Crystalline (α -quartz) Silica 14808-60-7	Inhalation	PEL-TWA	0.1 mg/m ³ respirable fraction	Cal/OSHA
	Dermal	TLV-TWA	0.025 mg/m ³ respirable fraction	ACGIH [†]

[†]American Conference of Governmental Industrial Hygienist (ACGIH); Threshold Limit Value (TLV)

4.0 GENERAL HEALTH AND SAFETY REQUIREMENTS

4.1 Personal Hygiene

The necessity for evaluating potential airborne concentrations of vapors from halogenated volatile compounds (PCE and TCE) will be determined during the project by the Project Manager or PSO. Based on preliminary information from previous sampling and characterization activities conducted at this site, the potential for significant exposure to airborne PCE or TCE is relatively low. Nevertheless, if airborne vapors are detected potential airborne concentrations of PCE and TCE vapors will be evaluated by the Project Manager or PSO.

Based on observations, odors, or other information which becomes available during soil excavation and sampling activities, potential exposure to both PCE and TCE will be evaluated using a direct-reading photoionization detector (PID) equipped with a 9.8 or 10.2 electron volt (eV) probe – Ionization Potentials of PCE and TCE are 9.32 and 9.45 eV respectively; representative measurements will be made immediately over the surface of hollow-stem auger cuttings during destruction of the groundwater monitoring well, close to the soil surface when 15 nested soil vapor probe wells are removed, samples collected during excavation of impacted soils, and in the breathing zone(s) of project personnel during various tasks.

All measurements shall be recorded in the field logbook. The frequency or need for continued sampling will be based on results from initial measurements. Justification for discontinuing measurements shall also be recorded in the field logbook.

The PSO shall be responsible for interpreting monitoring data and upgrading or downgrading the level of protection during field activities according to the following guide:

**Response Criteria for Airborne (PCE & TCE) Vapor Concentrations – Soil Handling
(measured at breathing zone level)**

Reading	Level of Protection
0 ppm or Background (as measured up-wind of sampling location)	Level D
Background - 5 ppm above background	
> 5 ppm up to 10 ppm above background	Level D w/continuous monitoring; initiate representative IH monitoring of drilling operators (NIOHS 1022; OSHA 1501)
>10 up to 100 ppm above background	Level C
>100 ppm above background	Stop Operations Move Up-Wind

Note: Readings exceeding 100 ppm at the auger drill cuttings or sampling excavated soils – suspend drilling and excavation activities, transfer exposed cuttings to 55-gallon recovery drums, apply water mist and cover the bore hole and excavated soils with plastic visqueen membrane until conditions can be further assessed. If corrective action cannot be taken, site personnel must remain up-wind or move to a predetermined safe area and contact the CIH.

The PID shall be calibrated both before and after field operations, or more frequently as deemed necessary by the Project Manager or PSO. The instrument will be calibrated and maintained in accordance with the manufacturer's instructions. The calibration gas and the calibration readings (in ppm equivalent) shall be recorded in the field log book.

It should be noted that high humidity environments can cause a PID instrument to indicate lower organic vapor concentrations than actually exist.

4.2 Personal Hygiene

The PSO will establish hand-wash facilities, including clean water, hand soap, waterless hand cleaner, sanitary wipes and clean towels at the project site. All Geocon personnel, subcontractor employees, and Caltrans field inspectors and engineers leaving the project site (work zones) will clean potential impacted soils from their footwear and wash hands prior to leaving the project site (ref. T8 CCR §1527(a)(2)). In addition, the following procedures will be followed to ensure worker protection against potential exposure through ingestion:

- Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-in-mouth transfer and ingestion of material is prohibited in any area designated as being potentially impacted.
- Hands and face must be thoroughly washed upon leaving the work area, and before eating, drinking, or other non-project activities.
- Avoid unnecessary kneeling, sitting, leaning, or general contact with potentially impacted surfaces or with surfaces suspected of being potentially impacted by hazardous materials (i.e., puddles, mud, leachate, etc.).

4.3 Buddy System

Project personnel are to work with another person when performing geophysical survey tasks; the client or a subcontractor's representative can serve as the second person while the work is being conducted in the field. Under no circumstances, other than completion of paper work at the end of the day, are field personnel to work alone at the site.

4.4 Exclusion (Work) Zone Controls

Formal Exclusion or work zones will be established under this Plan. Only authorized personnel and equipment operators, trained on this Plan, and equipment and materials necessary for work in the exclusion zone will be allowed in the exclusion zone

The work zones will be well defined and public access will be monitored and controlled. The work zones or areas where drilling, stockpile of impacted soils, and truck haul route(s) will be defined and isolated using temporary barriers, including fencing, traffic cones, sandwich boards and/or hazard tape, and other warning signs. Traffic cones or other safety means will be used to define haul routes and site boundaries when working near sidewalks, streets, railroad tracks, or parking areas.

4.5 Code of Safe Practices

- General safe work practices to be utilized by all project personnel are summarized below:
- All nonessential personnel will be kept clear of work areas.
- The use of entertainment and personal communication devices in the work zone shall not be allowed.
- Adequate signs and safety devices will be installed on equipment.
- All site employees will wear assigned personal protective equipment and level of protection as designated by the Site Safety Officer.
- Eating, drinking, smoking, chewing gum or tobacco, or application of cosmetics is allowed in designated areas only.
- At a minimum, all personnel will wash with soap and water before lunch, using the restroom, and at the end of work. The face and hands shall be washed before eating, drinking, smoking, chewing gum, applying cosmetics, etc.
- Over-the-counter drugs and prescription medications must be reported to the Project Safety Officer for clearance before an employee is allowed to work near drill rig or other heavy equipment.
- When portable electric tools and equipment are used, three-wire extension cords are required.
- Employees will advise their supervisors of any malfunctioning equipment immediately.
- An ongoing safety maintenance program for tools and equipment will be instituted. Inspections will occur on a regular basis to ensure parts are secure and intact. Defective equipment will be repaired or replaced.

- Appropriate engineering controls and equipment guards will be installed on tools and equipment. This includes seat belts & backup warning lights and signals.
- Labels shall be placed on containers of hazardous materials.
- No one will work alone; the "buddy system" shall be implemented for all field work.
- Employees shall be trained to identify effects and symptoms of toxic exposure and report them immediately.
- Under no circumstances are Geocon personnel authorized to enter a Permit-Required Confined Space, or unshored trench or excavation 4 feet or greater in depth.

5.0 PERSONAL PROTECTIVE EQUIPMENT

The employment of the aforementioned engineering controls is the preferred method of providing personal protection from hazards identified at this and any site. PPE provides acceptable secondary recourse, but only when engineering controls fail or cannot adequately eliminate exposure to the hazard. The use of PPE is intended to provide protection for onsite personnel from operational hazards that cannot be controlled through other safety procedures or work practices.

PPE required to be onsite for each worker during this project will include:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Hard Hat (without face Shield) | <input checked="" type="checkbox"/> Safety Glasses |
| <input checked="" type="checkbox"/> Leather Work Boot/Shoe | <input checked="" type="checkbox"/> Disposable inner gloves (for sample handling) |
| <input type="checkbox"/> Chem. Resistant Boots | <input type="checkbox"/> Chem. Resistant gloves |
| <input checked="" type="checkbox"/> Leather Gloves | <input checked="" type="checkbox"/> Air-Purifying Respirator |
| <input checked="" type="checkbox"/> Hearing Protection - Ear Plugs/Muffs | <input checked="" type="checkbox"/> APR combination cartridges (Yellow/Magenta) |
| <input checked="" type="checkbox"/> ANSI Class II/III Safety Vest | <input type="checkbox"/> Tyvek coveralls |
| <input type="checkbox"/> Other | |

Only ANSI approved PPE and NIOSH approved respirators will be assigned for use. The use applications for this equipment are summarized in the following matrix. Specific procedures are further described on the following page.

TASK	PPE												
	Hard Hat	Safety Glasses	Leather/Synthetic Safety Boots/Shoes	Chemical Resistant Boots	Disposable Inner Gloves	Chemical Resistant Gloves	Leather/Synthetic Gloves	Hearing Protection Plugs/Muffs	Air-Purifying Respirator (Half-/Full Face)	APR Cartridges	ANSI Class II/III Vest	Tyvek Coveralls	Other
Well destruction (abandonment)	X	X	X				X	X	X	X	X		
Excavation of buried material	X	X	X				X	X	X	X	X		
Soil sampling	X	X	X		X			X	X	X	X		

5.1 Respiratory Protection – Level C

Based on review of soil vapor tests, respiratory protection will not be required during initial soil excavation and removal, soil sampling activities or well destruction tasks. The Project Manager or PSO will determine the need for upgrading the level of protection from “D” to “C”.

If it is determined that respiratory protection is required, personnel shall don a full facepiece or half-mask dual cartridge air-purifying respirator fitted with combination acid gas/organic vapor (Yellow) and HEPA (P100, Magenta) cartridges. As noted in Section 4.1, if unanticipated conditions arise that warrant the use of respiratory protective equipment, the Project Manager or PSO will immediately contact the Certified Industrial Hygienist (CIH).

5.2 PPE – Level D Protection

The protective equipment to be donned by personnel working in the sampling areas (Exclusion Zones) includes:

- Body Protection: Body protection shall include the use of "work clothing," including long pants and long- or short-sleeved shirts, and Class II ANSI approved safety vest.
- Head Protection: Non-metallic hard hats shall be worn by all personnel; ref. T8 CCR §§1514 & 3385 Head Protection.
- Hearing Protection: Hearing protection shall include the use of foam ear inserts or muffs; ref. T8 CCR §5098.
- Face & Eye Protection: Protective eye wear (i.e., safety glasses) shall be worn by personnel working in direct proximity to operating heavy equipment and highway traffic; ref. T8 CCR §§1514 & 3385 Eye Protection.
- Hand Protection: Appropriate hand protection shall be required for employees whose work involves unusual and excessive exposure of hands to cuts capable of causing injury or impairments; ref. T8 CCR §§1514 & 3384 Hand Protection.
- Foot Protection: Foot protection, such as steel toed shoes or boots shall be required for employees who are exposed to foot injuries from electrical hazards, falling objects, or crushing or penetrating actions; ref. T8 CCR §§1514 & 3385 Foot Protection.

5.3 Level C Protection

Back-Up Respiratory Protection: Level C respiratory protection shall be available as back-up and will include NIOSH approved half-face or full-face, air-purifying respirators outlined in Section 5.1.

Level D Protection may be up-graded to Level C as determined by Project Manager or PSO. Level C protection can be downgrade by the Project Manager and-or PSO in consultation with the CIH

5.4 Miscellaneous Safety Equipment

As a minimum, the project shall have the following equipment available during all activities:
Additional protective equipment to be available to

- Communication - personnel working at the site are cell phones, if cellular service is not available in remote areas two-way radios will be used.
- An emergency first aid kit.
- Two 20-pound (B. C. Rated) fire extinguishers.
- A vehicle horn shall be used as a non-verbal communication device; one long blast of the horn shall signify immediate evacuation, two short blasts of the horn shall signify a request for assistance.
- Emergency (portable) eyewash - Filled with either manufacturer's solution or DI water and shall accompany the first aid kit (ref. Sections 5, 7, or 9 of ANSI Z358.1-1981).
- Copious amounts of potable water shall be readily available for both drinking purposes and for personal hygiene purposes (e.g., washing, rinsing, and cooling of face and body, etc.).

If ambient temperatures are anticipated to exceed 75 degrees F a minimum of 2 gallons of drinking water per onsite worker shall be available before work begins, or a drinking water source must be immediately available at the project site; ref. Section 3.7.

- Wind-direction indicator(s) - Shall be available to provide a means of verifying up- and down-wind locations for the proper placement of Decontamination and Support Zones.
- Emergency references (e.g., nearest phone, emergency phone numbers and services, etc., as summarized on the summary Sheet) - Shall accompany the first aid kit and shall be available at the support zone.
- A vehicle easily accessible for emergency transport.
- Emergency Response Spill Kit consisting of absorbents, plastic liners, rags, shovels, push brooms, Tyvek™ suits, gloves, half-face respirators and cartridges.

6.0 DECONTAMINATION

6.1 Equipment Decontamination

Only authorized personnel and equipment operators, trained on this Plan, and equipment and materials necessary for work in the exclusion zone will be allowed in the exclusion zone. The exterior surfaces of excavation equipment, including buckets, tires and/or tracks will be scraped with shovels to remove substantial deposits of potentially contaminated soil prior to being rinsed with water.

Shovels, hand tools, and other equipment will also undergo gross decontamination to remove any potentially contaminated soils. Soil, dust, debris, water and decontamination rinseate will be controlled to prevent entering nearby storm drains, creeks, or streams.

Decontamination of soil sampling equipment shall include washing with a solution of TSP, Alconox®, or Liquinox® and water followed by a double rinse of deionized water between samples and before vacating the work area.

6.2 PPE Decontamination

The Project Manager or PSO will determine the necessity for and level of decontamination appropriate to project tasks and activities. Decontamination of PPE may be accomplished by personnel passing through separate stations or stages, established within the exclusion zone to reduce and remove contaminated clothing and equipment. Decontamination stations may include the following procedures listed sequentially below.

Stage No. 1: Segregated Equipment Drop - Equipment and consumables that require either disposal or special handling (e.g., special and/or equipment decontamination) shall remain in this area and be decontaminated, if appropriate, or disposed of with the excavated materials or other potentially impacted materials.

Stage No. 2: PPE Decontamination - PPE that has been potentially impacted will be placed in 55-gallon steel drums or plastic liners and disposed of with the other solid wastes generated.

Stage No. 3: General Field Wash - Personnel shall wash and rinse face and hands with soap and water before leaving the site and/or eating. If changing of clothing is necessary, it shall be done at this time. Respirator decontamination, if required, shall include a wash with soap and water followed by a clean water rinse.

6.3 PPE Decontamination

The Project Manager or PSO will determine the necessity for and arrangement of decontamination appropriate to this project. Consumable PPE may be discarded as general refuse. Brush loose dust and soil from pants and shoes before entering vehicles.

7.0 EMERGENCY RESPONSE PROCEDURES

7.1 Physical Injury

In the event of an accident resulting in physical injury, call emergency service personnel immediately and perform first aid commensurate with training and seriousness of the injury. Severely injured personnel are to be transported only by emergency service personnel and/or by ambulance personnel, unless a life-threatening condition is judged to exist that must be addressed immediately.

The Project Manager is to be notified by the PSO, as soon after the injury as practical, regarding the nature of the accident. The Project Manager or designee will prepare a written report within 24 hours of the accident.

7.2 Catastrophic Event

In the event of a catastrophic event (e.g., severe personal injury, fire, explosion, and/or property damage), notify the fire/safety and rescue department immediately by dialing 911.

Any accident involving serious injury will require suspension of site activities until the Project Manager (or designee) has completed a review of the events and site conditions and authorized work to resume.

The Project Manager (or designee) will notify the nearest Cal/OSHA District Office immediately (within 8 hours) by phone or fax upon learning of a death or serious injury:

San Bernardino District Office
464 W. 4th Street, Suite 332
San Bernardino, CA 92401

Tel: 310.516.3734
Fax: 310.516.4253

7.3 Emergency Telephone Numbers

Fire/Police/Medical Assistance: **911**
 Poison Control: **800-876-4766**

Other phone numbers may be available or required for emergency response at specific sites. Check with onsite representatives before mobilizing to the job site.

7.4 Project Site Address

Site Location/Address: Northwest corner of Barton Road and La Crosse Avenue, Grand Terrace, CA

7.5 Hospital Address and Route

Hospital Reference: Riverside Community Hospital **951.788.3000**
 4445 Magnolia Avenue
 Riverside, California 92501

Directions: Take I-215 south for 3.7 miles. Take Route 91 west. Exit Route 91 at 14th Street head west. Proceed 2 miles to Magnolia Avenue. Hospital is on the left. (see Vicinity Map, Figure 1).

8.0 PLAN APPROVAL

The undersigned has reviewed and approved this Health and Safety Plan prepared for well abandonment/ excavation of buried material on two parcels located on the south east corner of Firestone Boulevard and Valley View Avenue, La Mirada, California, as described herein.

Douglas S. Krause, CIH
Certified Industrial Hygienist
ABIH Certification No. 2123, Exp. June 1, 2020



May 31, 2016
Date

Mike Conkle, PG
Project Manager

June 2, 2016
Date

The following personnel, including subcontractors involved with the project activities have reviewed, or received a copy of this Plan along with Attachments A, B, C & D, and agree to follow the health and safety procedures described herein.

Print Name	Title	Signature	Date

Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

Tetrachloroethylene					
Synonyms & Trade Names: Perchloroethylene, Perchloroethylene, Perk, Tetrachlorethylene					
CAS No.: 127-18-4		RTECS No.: KX3850000		DOT ID & Guide: 1897	
Formula: Cl ₂ C=CCl ₂		Conversion: 1 ppm = 6.78 mg/m ³		IDLH: Ca [150 ppm]	
Exposure Limits: NIOSH REL: Ca- Minimize workplace exposure concentrations. OSHA PEL: TWA 100 ppm; C 200 ppm (for 5 minutes in any 3-hour period), with a maximum peak of 300 ppm)				Measurement Methods: NIOSH 1003; OSHA 1001 See: NMAM or OSHA Methods	
Physical Description: Colorless liquid with a mild, chloroform-like odor.					
MW: 165.8	BP: 250°F	FRZ: -2°F	Sol: 0.02%	VP: 14 mmHg	IP: 9.32 eV
Sp. Gr: 1.62	Fl. P: NA	UEL NA	LEL NA		
Noncombustible Liquid, but decomposes in a fire to hydrogen chloride and phosgene.					
Incompatibilities & Reactivities: Strong oxidizers; chemically-active metals such as lithium, beryllium & barium; caustic soda; sodium hydroxide; potash					
Exposure Routes: inhalation, skin absorption, ingestion, skin and/or eye contact					
Symptoms: irritation eyes, skin, nose, throat, respiratory system; nausea; flush face, neck; dizziness, incoordination; headache, drowsiness; skin erythema (skin redness); liver damage; [potential occupational carcinogen]					
Target Organs: Eyes, skin, respiratory system, liver, kidneys, central nervous system					
Cancer Site: [in animals: liver tumors]					
Personal Protection/Sanitation: Skin: Prevent skin contact Eyes: Prevent eye contact Wash skin: When contaminated Remove: When wet or contaminated Change: No recommendation Provide: Eyewash, Quick drench				First Aid Eye: Irrigate immediately Skin: Soap wash promptly Breathing: Respiratory support Swallow: Medical attention immediately	

Page last reviewed: April 11, 2016

Page last updated: April 11, 2016

Trichloroethylene					
Synonyms & Trade Names: Ethylene trichloride, TCE, , Trilene					
CAS No.: 79-01-6		RTECS No.: KX4550000		DOT ID & Guide: 1710	
Formula: ClCH=CCl ₂		Conversion: 1 ppm = 5.37 mg/m ³		IDLH: Ca [1000 ppm]	
Exposure Limits: NIOSH REL: Ca OSHA PEL: TWA 100 ppm; C 200 ppm 300 ppm (5-min. max. peak in any 2 hours)				Measurement Methods: NIOSH 1022 , 3800; OSHA 1001 See: NMAM or OSHA Methods	
Physical Description: Colorless liquid (unless dyed blue) with a chloroform-like odor.					
MW: 131.4	BP: 189°F	FRZ: -99°F	Sol: 0.1%	VP: 58 mmHg	IP: 9.45 eV
Sp. Gr: 1.46	Fl. P: ?	UEL: (77°F): 10.5%	LEL: (77°F): 8%		
Combustible Liquid, but burns with difficulty.					
Incompatibilities & Reactivities: Strong caustics & alkalis; chemically-active metals (such as barium, lithium, sodium, magnesium, titanium & beryllium)					
Exposure Routes: inhalation, skin absorption, ingestion, skin and/or eye contact					
Symptoms: irritation eyes, skin; headache, visual disturbance, lassitude (weakness, exhaustion), dizziness, tremor, drowsiness, nausea, vomiting; dermatitis; cardiac arrhythmias, paresthesia; liver injury; [potential occupational carcinogen]					
Target Organs: Eyes, skin, respiratory system, heart, liver, kidneys, central nervous system					
Cancer Site: [in animals: liver & kidney cancer]					
Personal Protection/Sanitation: Skin: Prevent skin contact Eyes: Prevent eye contact Wash skin: When contaminated Remove: When wet or contaminated Change: No recommendation Provide: Eyewash, Quick drench				First Aid Eye: Irrigate immediately Skin: Soap wash promptly Breathing: Respiratory support Swallow: Medical attention immediately	

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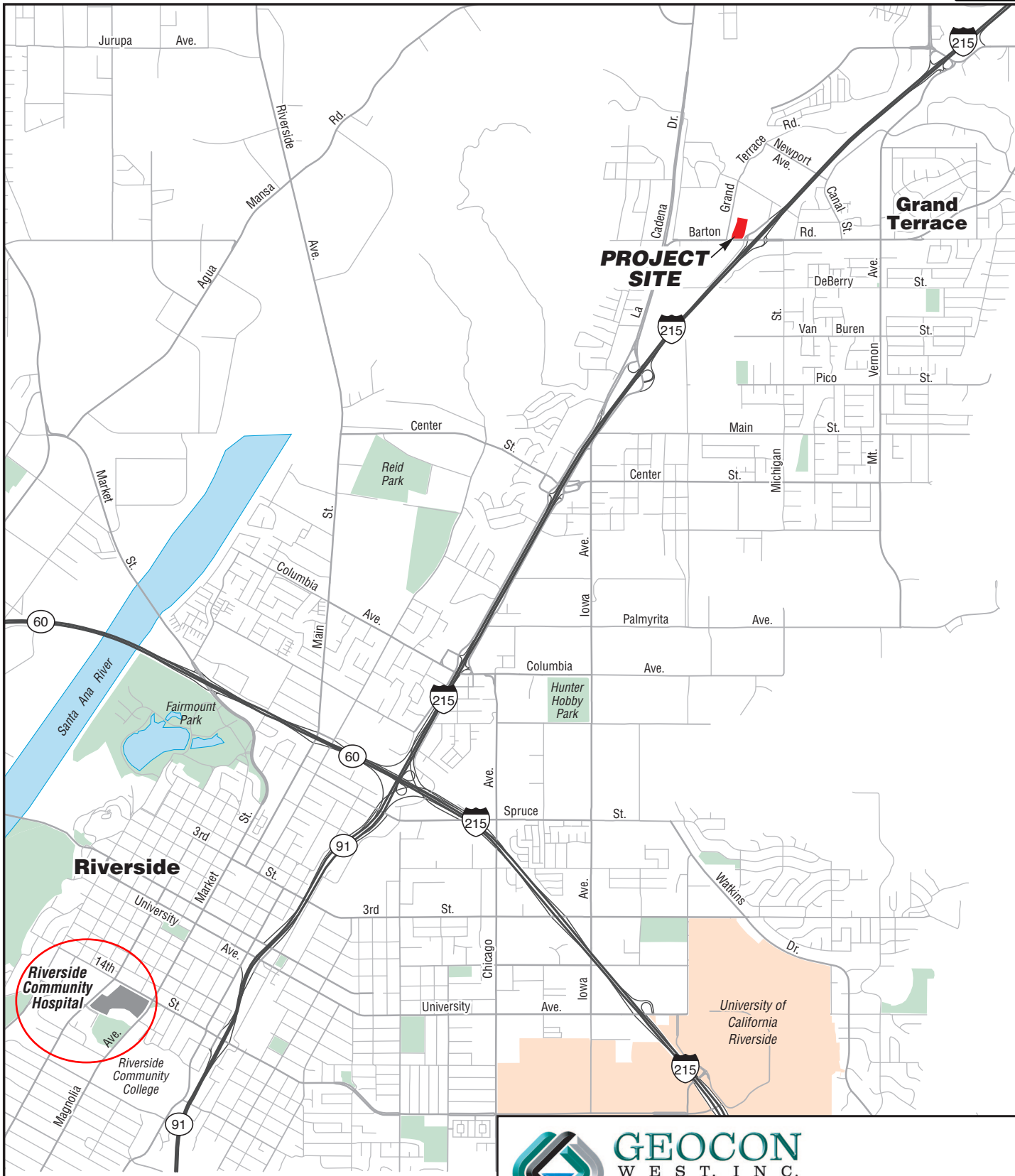
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Portland Cement					
Synonyms & Trade Names: Cement, Hydraulic cement, Portland cement silicate [Note: A class of hydraulic cements containing tri- and dicalcium silicate in addition to alumina, tricalcium aluminate, and iron oxide.]					
CAS No.: 65997-15-1		RTECS No.: VV8770000		DOT ID & Guide	
		Conversion		IDLH: 5000 mg/m ³	
Exposure Limits: NIOSH REL: TWA 10 mg/m ³ (total) TWA 5 mg/m ³ (resp) OSHA PEL: TWA 50 mppcf See Appendix C (Mineral Dusts)				Measurement Methods NIOSH 0500; OSHA ID207 See: NMAM or OSHA Methods	
Physical Description Gray, odorless powder.					
MW: ?	BP: NA	MLT: NA	Sol: Insoluble	VP: 0 mmHg (approx)	IP: NA
Sp. Gr.: ?	Fl. P.: NA	UEL: NA	LEL: NA		
Noncombustible Solid					
Incompatibilities & Reactivities: None reported					
Exposure Routes: inhalation, ingestion, skin and/or eye contact					
Symptoms: irritation eyes, skin, nose; cough, expectoration; exertional dyspnea (breathing difficulty), wheezing, chronic bronchitis; dermatitis					
Target Organs: Eyes, skin, respiratory system					
Personal Protection/Sanitation: Skin: Prevent skin contact Eyes: Prevent eye contact Wash skin: When contaminated Remove: When wet or contaminated Change: No recommendation				First Aid: Eye: Irrigate immediately Skin: Soap wash promptly Breathing: Fresh air Swallow: Medical attention immediately	

Page last updated: February 13, 2015

Silica, crystalline (as respirable dust)					
Synonyms & Trade Names: Cristobalite, Quartz, Tridymite, Tripoli					
CAS No.: 14808-60-7	RTECS No.: VV7330000		DOT ID & Guide:		
Formula: SiO ₂	Conversion:		IDLH: Ca [25 mg/m ³ (cristobalite, tridymite); 50 mg/m ³ (quartz, tripoli)]		
Exposure Limits: NIOSH REL: Ca TWA 0.05 mg/m ³ OSHA PEL [†] : See Appendix C (Mineral Dusts)			Measurement Methods: NIOSH 7500, 7601 , 7602; OSHA ID142 See: NMAM or OSHA Methods		
Physical Description Colorless, odorless solid. [Note: A component of many mineral dusts.]					
MW: 60.1	BP: 4046°F	MLT: 3110°F	Sol: Insoluble	VP: 0 mmHg (approx)	IP: NA
Sp. Gr: 2.66	Fl. P: NA	UEL: ?	LEL: ?		
Noncombustible solid					
Incompatibilities & Reactivities Powerful oxidizers: fluorine, chlorine trifluoride, manganese trioxide, oxygen difluoride, hydrogen peroxide, etc.; acetylene; ammonia					
Exposure Routes: inhalation, skin and/or eye contact					
Symptoms: Cough, dyspnea (breathing difficulty), wheezing; decreased pulmonary function, progressive resp symptoms (silicosis); irritation eyes; [potential occupational carcinogen]					
Target Organs: Eyes, respiratory system					
Cancer Site: [in animals: lung cancer]					
Personal Protection/Sanitation: Skin: No recommendation Eyes: No recommendation Wash skin: No recommendation Remove: No recommendation Change: No recommendation			First Aid: Eye: Irrigate immediately Breathing: Fresh air		

Page last updated: February 13, 2015



GEOCON
WEST, INC.

3303 N. SAN FERNANDO BLVD. - SUITE 100 - BURBANK, CA. 91504
PHONE 818 841-8388 - FAX 818 841-1704

21900 Barton Road

Grand Terrace,
California

VICINITY MAP

A9394-77-01

May 2016

Figure 1

Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC

APPENDIX



SAMPLING AND ANALYSIS PLAN

**21900 BARTON ROAD
GRAND TERRACE, CALIFORNIA**



GEOCON
WEST, INC.

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED FOR

EPIC LAND SOLUTIONS, INC.
on behalf of the
**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA)**

JUNE 2019

PROJECT NO. A9394-77-01

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SAMPLING AND ANALYSIS PLAN

1.0 INTRODUCTION

Geocon West, Inc. prepared this Sampling and Analysis Plan (SAP) on behalf of the San Bernardino County Transportation Authority (SBCTA) for the A-1 Cleaners site (the Site). The Site is located at 21900 Barton Road, Grand Terrace, San Bernardino County, California as shown on Figure 1. Investigations at the Site have identified volatile organic compounds (VOCs), predominately tetrachloroethylene (PCE), in soil vapor resulting from a release from a former dry cleaning facility. This SAP outlines the program for continuing monitoring of PCE in soil vapor at the site.

1.1 Site Description and Background

The Site is adjacent to the northwest of the intersection of Barton Road and La Crosse Avenue. The Site was most recently developed with a restaurant on its southeastern portion and an office building on the north-central portion. In August 2016 these structures were demolished; the slab foundations were removed in February 2018. The asphalt-paved parking lot and landscaped areas were removed in 2018 in preparation for site redevelopment as a reconfigured Interstate 215 (I-215) ramp. The location of the Site is shown on Figure 1.

Surrounding properties and land uses includes a recreational vehicle park to the north, I-215 to the east, a mobile home park to the west, and commercial/light industrial properties to the south, across Barton Road.

Environmental investigations conducted at the Site identified the presence of PCE in soil and soil vapor beneath the Site resulting from a release from the former dry cleaners. Remedial activities conducted to date at the Site consist of soil removal and four rounds of post-excavation soil vapor monitoring. The soil removal and monitoring activities were completed in general conformance with the DTSC-approved *Response Plan* dated May 22, 2017.

Post-removal action vapor sampling documents that the removal action was effective in reducing PCE in soil vapor concentrations at the site. Although concentrations of PCE in soil vapor are declining, concentrations slightly above residential use cleanup goals, are present along the western fence line with the adjacent mobile home park. Continued monitoring of soil vapor along the fence line will be conducted to document the continued decline of soil vapor concentrations

Long-term operation and maintenance (O&M) activities, including soil vapor monitoring, will continue to be conducted under the Department of Toxic Substances Control (DTSC) oversight, as required by Health and Safety Code (H&SC), Division 20, Chapter 6.8, commencing with §25300 et seq. The property owner (SBCTA) and DTSC have executed a California Land Reuse and Revitalization Act (CLRRA) Agreement (Docket No. HAS-CLRRA HAS-FYI 5/16-064) which requires the owner to implement an O&M Plan under DTSC oversight as part of a Land Use Covenant (LUC) that will be recorded for the site.

1.2 Responsible Agency

DTSC is the lead regulatory agency overseeing this soil vapor monitoring program. DTSC regulates hazardous waste, and cleans-up existing contamination in California, primarily under the authority of the federal RCRA of 1976 and the California Health and Safety Code.

Geocon prepared and will implement the SAP for the SBCTA. Geocon is a consulting firm that specializes in environmental and geotechnical engineering and materials testing services. Summary information about Geocon is available at <http://www.geoconinc.com>.

1.3 Project Contact Information

The title/responsibility, name, phone numbers, and email address of personnel associated with the soil vapor monitoring events are summarized in the following table:

Agency/Company	Name	Title/Responsibility	Phone Number	Email Address
DTSC	Chia Rin Yen	Project Manager	714-484-5392	chiarin.yen@dtsc.ca.gov
Amicus	Markus Niebanck	Project Coordinator (on behalf of SBCTA)	510.693.1241	markus@amicusenv.com
Geocon	Mike Conkle	Environmental Consultant	818-841-8388	conkle@geoconinc.com

2.0 PROJECT AND DATA QUALITY OBJECTIVES

This section qualitatively defines the problem and associated tasks to be addressed by assessment activities and summarizes information regarding the data quality objectives (DQO), data quality indicators (DQI), data review and validation procedures, data management tasks, and assessment oversight associated with project activities

2.1 Project Task and Problem Definition

Problem Definition: To assess the concentrations of the VOCs, predominately PCE, in soil vapor along the eastern fence line of the Site to provide credible information that can be used to evaluate potential impacts and manage risk associated with potential migration of soil vapor to the adjacent off-site property.

Project Tasks: Collect soil vapor samples at pre-selected locations (Figure 2), analyze the samples for VOCs, and report the results.

2.2 Data Quality Objectives and Screening Levels

DQOs are qualitative and quantitative statements for establishing criteria for data quality and for developing data collection designs (USEPA, 2012). DQOs are developed by a seven-stage strategic planning approach based on the scientific method that is used to prepare for a data collection activity (USEPA 1994, 2007). DQOs are developed to clarify the study objective, define the most appropriate data to collect and the conditions under which to collect the data, and specify tolerable limits on decision-making. DQOs are used to develop a scientific and resource-effective design for data collection. Using the DQO process ensures that the type, quantity, and quality of environmental data used in decision-making will be appropriate for the intended application.

The purpose of the DQOs proposed herein is to provide data of known and sufficient quality and quantity that can be used to evaluate potential impacts and manage risk associated with the Site (if any). Data quality requirements will be flexible but based on specific decisions made as a result of specific project activities. In general, data will be of sufficient quality to determine whether site soil vapor has been impacted by PCE at concentrations that equal or exceed screening levels developed for the Site. The soil vapor screening levels provided by the DTSC toxicologist for this project are presented in the tables below:

Commercial/Industrial Land Use PCE in Soil Vapor

Depth (feet)	Concentration ($\mu\text{g}/\text{m}^3$)	Risk
5	5,000	1.2 E-6
10	7,500	1.1 E-6
20	12,000	1.0 E-6

$\mu\text{g}/\text{m}^3$ = micrograms per cubic meter

Residential Land Use PCE in Soil Vapor

Depth (feet)	Concentration ($\mu\text{g}/\text{m}^3$)	Risk
5	500	1.0 E-6
10	1,000	1.3 E-6
20	2,000	1.5 E-6

2.3 Data Quality Indicators

Measurement quality objectives are criteria established to assess the usability of data. These are based on both field and laboratory protocols that examine whether the DQIs (i.e., precision, accuracy, representativeness, completeness, comparability, and sensitivity [PARCCS]) meet criteria established for various aspects of data gathering, sampling, or analysis activity. Quantitative DQIs include precision, accuracy, completeness, and sensitivity. Qualitative DQIs include representativeness and comparability. Sections 3.3.1 through 3.3.6 summarize information regarding the DQIs associated with the proposed investigation. Sample analytical results and laboratory QC data associated with the proposed investigation will be assessed for compliance with the DQIs.

2.3.1 Precision

Precision is the degree of mutual agreement between or among independent measures of a similar property (usually reported as a standard deviation [SD] or relative percent difference [RPD]) and relates to the analysis of duplicate laboratory or field samples (USEPA, 2012). Laboratory analysis precision is usually assessed using laboratory duplicates. Precision related to sample collection in the field is typically assessed by collection and analysis of field duplicate samples.

The precision of laboratory analysis will be assessed by comparing the analytical results with matrix spikes/matrix spike duplicate (MS/MSD) results and/or laboratory duplicate results. For laboratory precision, performance goals will be:

- RPD between duplicate blank spikes less than or equal to 20%.
- RPD between laboratory duplicate samples less than or equal to 30% for analyte concentrations greater than or equal to five times the method detection limit (MDL), and the absolute concentration difference less than or equal to the MDL for analyte concentrations less than five times the MDL.
- RPD between MSDs less than or equal to 40%.

If these criteria are exceeded, the laboratory will investigate why and will include a discussion of the impact on data usability in the case narrative. If the cause of the exceedance is determined to be laboratory error, the laboratory will reanalyze the sample, as appropriate.

Precision related to sample collection in the field will be monitored as the difference between field duplicates. The RPD between field duplicates for samples with analyte concentrations greater than the MDL will be less than or equal to 40 percent. The absolute concentration difference between duplicate samples with concentrations less than five times the MDL will be less than or equal to the corresponding MDL.

2.3.2 Accuracy

Accuracy is the degree of an agreement of a measurement with a known or true value and is generally determined by QC indicators such as MS, surrogate spikes, laboratory control samples (LCS) and performance samples (USEPA, 2012). The accuracy of laboratory results will be assessed using method blank, reagent and preparation blank, and/or MS/MSD results.

2.3.3 Representativeness

Representativeness expresses the degree to which sample data accurately and precisely represent the characteristics of a population, variations in parameters at a sampling point, or an environmental condition that they are intended to represent. Representativeness of data will be ensured through the consistent application of established field and laboratory procedures. To aid in the evaluation of the representativeness of the sample, field duplicate and laboratory blank samples will be evaluated for the presence of contaminants. Data determined by comparison with the existing data to be non-representative will be used only if accompanied by appropriate qualifiers and limits of uncertainty.

2.3.4 Completeness

Completeness is a measure of the amount of valid data obtained from a measurement system compared to the amount expected to be obtained under normal conditions. The completeness objective for field and laboratory data is 90%. Field measurements are expected to provide 90% or more data that meet the QC acceptance criteria and the laboratories will provide 95% or more data that meet the QC acceptance criteria. If 95% of the laboratory data meet these criteria, the data sets are considered complete.

If completeness is less than 90%, we will evaluate potential causes of data failure. These causes may include field issues (e.g., inadequate sample recovery due to soil or other conditions, etc.), sample handling issues (broken or compromised sample containers, inadequately preserved samples, etc.), or laboratory issues (equipment failure, matrix interference, etc.). We will determine whether the degree of data failure significantly compromises the DQOs for the project. Factors influencing this decision may include the number of samples, the size of the Site, the sampling objective, and the nature of potential contamination. If it is determined that corrective action is necessary, the laboratory may be requested to reanalyze samples and report both results. Re-collection of samples may also be appropriate in some cases.

2.3.5 Comparability

The comparability criteria objective determines whether analytical conditions are sufficiently uniform for each analytical run to ensure that all reported data will be consistent. Comparability is ensured by using similar analytical methods from one investigation to the next. Comparability will be maintained by adhering to consistent field sample collection and handling methods between sampling locations and using consistent laboratory procedures.

2.4 Data Review and Validation

Field and laboratory data will be reviewed to ensure that the type, quantity and quality of data used in decision-making are appropriate for intended applications. Our Project/Technical Manager will be responsible for review of field data and final laboratory reports. Analytical laboratory department managers will be responsible for review of analytical activities and data.

Field data verification by our Project/Technical Manager may be based on, but not limited to, communication with field personnel and review of personnel timesheets, field notes, sample chain-of-custody forms (COC), and other documentation associated with field activities. Our field personnel will be responsible for implementing the sampling and documentation procedures summarized herein and for appropriately communicating information obtained in the field to our Project/Technical Manager. If possible, any inconsistencies with this SAP will be resolved immediately by our Project/Technical Manager based on consultation with field personnel.

Our Project/Technical Manager will be responsible for review, evaluation, and use of field and laboratory data with respect to qualitative and quantitative DQIs. Suspect data or data failing to meet acceptance criteria will be “flagged” with a qualifier identifying the associated problem. Based on their data review and evaluation results, our Project/Technical Manager will make judgments whether rejection of data, re-analysis of some samples, re-sampling, or other actions are appropriate to support project DQOs.

Our Project/Technical Manager will be responsible for review and approval of draft and final versions of investigative reports prepared by project staff. He will be responsible for ensuring that data presented in draft/final reports (e.g., in tables, on figures, and summarized in text) are compatible with accumulated field and laboratory data based on review of field documentation and laboratory reports. Our Project/Technical Manager will be responsible for ensuring that the project findings reported are technically accurate and that our associated conclusions and recommendations are technically justifiable.

Laboratory analysts will be responsible for preparation of data packages in accordance with laboratory standard operating procedures that require the analyst to submit a data package to a department supervisor for review and verification of the analysis. A data package will be approved by a department supervisor prior to sending it to client services for reporting. If there are problems or questions, the supervisor will send the entire data package back to the analyst for review.

2.5 Data Management

Our Project/Technical Manager will be responsible for the collection, storage, review, and use of field and laboratory data. Field personnel will be responsible for field data accumulation and documentation (e.g., in field logbooks) as summarized in this SAP and for appropriately transmitting data obtained in the field to our Project/Technical Manager.

Analytical laboratory department managers will be responsible for management of analytical data as specified in their document control and data storage procedures. The analytical laboratory's project manager will be responsible for transmittal of laboratory reports to our Project/Technical Manager.

Field and laboratory data will be archived in Geocon's files in hard-copy form and/or electronically as portable document format (PDF) or other appropriate format. Files and individual documents will be designated and dated according to a consistent convention to facilitate retrieval and review. Analytical data may be transferred to a spreadsheet or word processing program for analysis and/or presentation.

2.6 Assessment Oversight

Our field personnel will be responsible for completion of field sampling activities under the assessment oversight of our Project/Technical Manager. To ensure rapid identification of potential problems or inconsistencies associated with this SAP or anomalous findings that could require revision of project objectives or activities, assessment oversight will be conducted as soon as possible after data become available and information will be transmitted from one level of oversight responsibility to another (e.g., from field technician to Project/Technical Manager and vice-versa) as soon as possible. Inconsistencies with this SAP or anomalous findings will be evaluated and addressed immediately by our Project/Technical Manager based on consultation with field personnel. With regard to their respective responsibilities, our field technicians and Project/Technical Manager will have authority to ensure that judgments regarding rejection of data, re-analysis of some samples, re-sampling, or other corrective actions appropriate to support project DQOs are implemented.

Analytical laboratory department managers will be responsible for oversight of analysts, analytical data management, and QA processes. The Laboratory Director and the Laboratory QA Director, with concurrence of the laboratory department managers, will direct corrective actions when problems that affect product or service quality are identified.

Our Project/Technical Manager will be responsible for assessment oversight of draft and final versions of the investigative report. He will be responsible for ensuring that the data presented in draft/final reports are compatible with accumulated field and laboratory data based on review of field documentation and laboratory reports. Our Project/Technical Manager will be responsible for ensuring that the investigation findings reported are technically accurate and that our associated conclusions and recommendations are technically justifiable.

3.0 SAMPLING DESIGN AND RATIONALE

The proposed SAP includes the collection of soil vapor samples from the Site and analysis for VOCs in order to provide credible data that can be used to evaluate potential impacts and manage risk associated with the Site (if any). This section describes the soil vapor sampling design, and summarizes the rationale for the sampling locations and approach.

To assess the possibility of VOCs migrating offsite toward the adjacent mobile home park soil vapor samples will be collected at onsite locations adjacent to the fence line at the approximate locations shown on Figure 2. Direct-push equipment will be used to advance soil borings to a depth of 20 feet. Temporary nested soil vapor monitoring points will be constructed in each boring with the screen tips set at target depths of 5, 10, and 20 feet. Soil vapor soil samples will be collected directly from the soil vapor monitoring points into laboratory provided containers which will be labeled and delivered to an onsite mobile laboratory for chemical analyses under standard COC protocol. Samples will be submitted for analysis of VOCs by soil vapor modified test method 8260.

4.0 FIELD METHODS AND PROCEDURES

This section summarizes the field methods and procedures planned to be used for this project. This section also summarizes the field equipment, field screening, and decontamination procedures associated with the field activities.

4.1 Utility Clearance and Permitting

We will mark the area of investigation with white paint and contact USA approximately one week prior to drilling. No permits associated with the investigation are required.

4.2 Field Equipment

4.2.1 List of Equipment Needed

The following equipment will be required:

- Direct-push rig (subcontracted);
 - Threaded steel probe rods (24 to 60 inches in length)
 - Drive/pull caps
 - Sample tubes (24 to 60 inches in length)
 - Vinyl end caps and Teflon film
 - Tube-cutting tools
- Decontamination equipment;
 - 5-gallon buckets (three)
 - Brushes (three)
 - Non-phosphate detergent (one quart)
 - Distilled water (approximately 10 gallons)
- Support truck;
- 5-gallon replicate sample buckets (three);
- Level D personal protective equipment (PPE);
- Cellular phone (per man);
- Digital camera;

- Sample container labels and custody seals (as needed);
- Sample COCs (as needed);
- Clear packing tape (as needed);
- Field logbook; and
- Permanent black ink pens and markers (as needed).

4.2.2 Calibration of Field Equipment

The direct-push rig will be provided, operated, and maintained by a subcontractor. Before each field-day begins, a cursory inspection of the rig and associated accessories will be made to ensure that there are no fuel, oil, or hydraulic fluid leaks from the equipment that would materially impact the Site. Additionally, support vehicles operated by Geocon will be observed prior to entering the Site for vehicle-fluid leaks. Vehicles operated by Geocon will be operated and maintained in general accordance with the equipment manufacturer's specifications.

No electronic screening devices (e.g., photo-ionization detector [PID]) will be used. Therefore, no equipment maintenance or calibration will be required.

4.3 Field Screening

Field screening will include observation of surface soil in the vicinity of soil vapor probe locations for preliminary indications of chemical impacts (i.e., presence of non-soil debris, soil discoloration, odor). Observation will be made by experienced field personnel and documented in field logs. Indications of possible chemical impact will be communicated to our Project and/or Technical Manager as soon as practical and appropriate.

4.4 Soil Vapor Sampling Procedures

Semi-Annual soil vapor samples will be collected following guidelines in *Advisory-Active Soil Gas Investigation* (California Environmental Protection Agency [CalEPA] et al., 2015a) and subsequent *Frequently Asked Questions – Active Soil Gas Investigations, Updated August 2015* (CalEPA et al., 2015b).

The nested soil vapor monitoring points will be constructed within a 2-inch-diameter boring created with a direct-push rig to the target depth of 20 feet. The nested vapor monitoring points will be constructed using a 1.75-inch-long stainless steel vapor probe tip with a 0.0057-inch, wire wrapped screen, connected to 1/8-inch diameter Teflon® tubing. The nested vapor monitoring point tips will be set at target depths of 5, 10, and 20 feet and placed within a one-foot-thick filter pack consisting of #30 silica sand. The filter pack was then capped with approximately one foot of granular bentonite, followed by a hydrated bentonite seal extending upward to the bottom of the next highest vapor monitoring point tip or the ground surface.

Prior to collecting the soil vapor samples, a purge volume test will be conducted at the beginning of each day to determine the purge volume to be used. Soil vapor samples will then be collected from each monitoring point using the following procedures:

- A vapor manifold will be attached to the vapor sampling point. The vapor manifolds will be equipped with an air filter, flow restrictor, three-way valve and a pressure gauge.
- With the ball valve in the closed position, a shut-in test will be performed by creating a vacuum inside the vapor manifold using a vacuum pump. If a vacuum is not maintained at a consistent level for a duration of at least one minute, the fittings on the vapor manifold will be readjusted and the shut-in test reattempted until a successful test occurs.
- Vapor monitoring points will be purged of three well volumes using a vacuum pump. The purge volume, will be based on the internal volume of the tubing, varied by the depth of the sample point. Vapor monitoring points will be purged and samples collected at a flow rate of 200 milliliters per minute.
- After purging, the samples will be collected using a clean or decontaminated laboratory-provided gas-tight syringes with Teflon seals and transported directly to the onsite mobile laboratory for analysis of VOCs by soil vapor modified test method 8260.

4.7 Site Impact and Restoration

The soil vapor sampling wells will be destroyed by removing the Teflon® tubing by hand and capping the boring with surrounding soil or cold patch asphalt, depending on existing surface conditions.

4.8 Decontamination Procedures

Direct-push drilling rods will be initially decontaminated and decontaminated before use. Decontamination will be performed using the following three-bucket wash-and-rinse procedure:

- Approximately 3 gallons of distilled water will be put into each of three 5-gallon buckets. An appropriate amount of non-phosphate detergent (e.g., “Liquinox” or “Alconox”) will be put into the first bucket to create a detergent solution.
- Brush the entire surface of the equipment in the detergent solution.
- Double-rinse the equipment in the remaining buckets.
- Allow the equipment to air dry, if time permits.

5.0 SAMPLE CONTAINERS, PRESERVATION AND STORAGE

Soil vapor samples will be collected directly into glass syringes and transferred to an onsite mobile laboratory for immediate analysis.

6.0 DISPOSAL OF RESIDUAL MATERIALS

Based on the proposed scope of services, we anticipate to general very minimal residual materials. We will place used sampling materials and disposable personal protective equipment, such as filters and gloves, in garbage bags which we will dispose of as municipal refuse. Waste decontamination water is not expected to exceed 10 gallons or be materially impacted by VOCs due to detergent and dilution (if at all). It will be poured into an unpaved/landscaped area of the Site away from areas that possibly drain to a storm drain or roadway.

7.0 SAMPLE DOCUMENTATION

This section summarizes the procedures regarding sample documentation. Geocon Field Supervisors will be responsible for implementing the documentation procedures summarized in this SAP and for appropriately communicating information obtained in the field to Geocon's Project Manager. If possible, any problems or inconsistencies regarding sample documentation procedures will be resolved immediately by our Project/Technical Manager based on consultation with Field Supervisors.

7.1 Field Notes

A notebook containing daily field logs will be used to record sample identification numbers, COC numbers, and any significant events or observations made during sampling. The daily field log is intended to record events during sampling activities in sufficient detail to allow field personnel to reconstruct events that transpired during the project. The project name, project number, site location, project leader, telephone number and address of contact office (should the book be misplaced or lost) are recorded on the log daily.

Custodianship of this logbook will be the responsibility of the Geocon Field Supervisor, who, in turn, will submit this to the Geocon Project Manager following completion of field activities. If it is necessary to transfer the notebook to alternative personnel during the course of fieldwork, the person relinquishing the logbook will sign and date the daily log at the time of transfer, and the person receiving the daily logs will do likewise. Erroneous data will be corrected by crossing out data with a single line, adding the correct information, and initialing and dating the correction. Unused portions of the daily log will be crossed out, signed, and dated at the end of each work day.

7.2 Labeling

Soil vapor samples will be collected by the onsite mobile laboratory technician into glass syringes. Soil vapor samples will be given a unique sample number consisting of the soil vapor probe number followed by a dash and the sample depth.

7.3 Sample COC Forms

Sample COC forms will be completed as sampling activities progress to record unique sample numbers, sample collection dates and times, and requested analyses and to provide sample tracking documentation in the field and laboratory.

Information recorded on COC forms will be written legibly with permanent ink in a clear and precise manner for proper identification in the field and subsequent tracking in the laboratory. Our Field Supervisors will be responsible for completing/maintaining chain-of-custodies.

8.0 QUALITY CONTROL

This section summarizes the QC procedures for each monitoring event to ensure that the type, quantity, and quality of data used in decision-making are useful for intended applications and will support project objectives. Our Project/Technical Manager will be responsible for overall QC for all monitoring events. Analytical laboratory department managers will be responsible for laboratory QC.

The following sections summarize QC procedures with respect to field QC samples, and laboratory QC samples.

8.1 Field QC Samples

Field sampling and laboratory precision will be assessed through the collection and analysis of field duplicates, which provide an assessment of the impact on sample integrity posed by collection, shipment, preparation, and analysis. Field duplicates will be collected at a rate of one for every ten normal samples (10%).

Variability will be assessed through the collection and analysis of field duplicate sample pairs. The two samples will be analyzed for identical contaminants, and will be submitted to the laboratory "blind." The sample locations proposed for the collection of field duplicates will be selected randomly during each sampling event. An assessment of the RPD between the results of each COC will be made to check if variability is within limits set by the DQIs.

8.2 Laboratory QC Samples

LCSs will be generated, analyzed, and reported in accordance with the requirements specified in the laboratory-specific QAMP. MS/MSDs are scheduled for collection for each monitoring event at a rate of 1 for every 20 normal samples (5 percent). MS/MSD samples may require double the normal sample volume. All soil vapor samples will be associated with the applicable MS pair for each analytical batch of 20 samples. Batch QC samples will also include method blanks, control samples, and calibration samples for each analytical method.

9.0 FIELD VARIANCES

Based on our knowledge of the Sites, it is unlikely that field conditions will be significantly different than anticipated. However, it may be necessary to implement some minor modifications to the sampling activities described in this SAP such as utilizing different sampling methods (hollow-stem auger drilling versus direct-push drilling).

Recommendations for significant SAP modifications (if any) will be based on the observations, judgment, and experience of our Field Supervisors, Project Manager, and Technical Manager following consultation with the DTSC, analytical laboratory, and others, as appropriate.

Our Project Manager will contact the DTSC as soon as practical to communicate significant unanticipated field conditions and significant problems or inconsistencies with this SAP that would potentially require modification of the proposed activities. Verbal approval of significant SAP modifications will be obtained from the DTSC prior to implementing changes. Our summary report following monitoring events will document SAP modifications and the factors/rationale that made them necessary.

10.0 HEALTH AND SAFETY PROCEDURES

Our field personnel have completed Occupational Safety and Health Administration (OSHA) –approved 40-hour health and safety (Hazardous Waste Operations and Emergency Response) training course and appropriate 8-hour annual refresher courses. Field supervisory and sampling personnel will read and understand the soil vapor monitoring program described in this SAP and the health/safety requirements and procedures for this project that are documented in the site-specific HSP.

Our field personnel will acknowledge familiarity with, and understanding of, the elements of the HSP by signing the final page of the HSP prior to site work. A copy of the HSP will be maintained at the Site by supervisory field personnel for the duration of the field operations and will be available to affected personnel.

The risk of significant exposure to contaminants is considered to be low to moderate while performing tasks required during soil vapor monitoring. Sampling methods and work practices to be employed will reduce the potential for significant exposure to potential contaminants. On that basis, it is anticipated that Level D protection will be appropriate for field activities. Level D PPE includes hard hats, safety boots, and safety glasses as appropriate. Samplers will wear appropriate disposable gloves. If field conditions warrant upgrading to a higher protection level, all work will cease and the health and safety officer will be notified.

11.0 REPORT PREPARATION

Following receipt and review of laboratory analytical reports, we will prepare a report documenting the results of soil vapor monitoring. At a minimum, the report will include:

- Site and adjacent property descriptions.
- Site location map and a site plan that depicts sample locations.
- Summary of the field investigation and sampling procedures implemented.
- Qualitative summary of conditions observed.
- Summary of and rationale for variances to this SAP, if any.
- Tabulated analytical results. Laboratory reports will be included in an appendix.
- QA/QC procedures that were implemented for field and laboratory work and an evaluation whether project DQOs were satisfied.

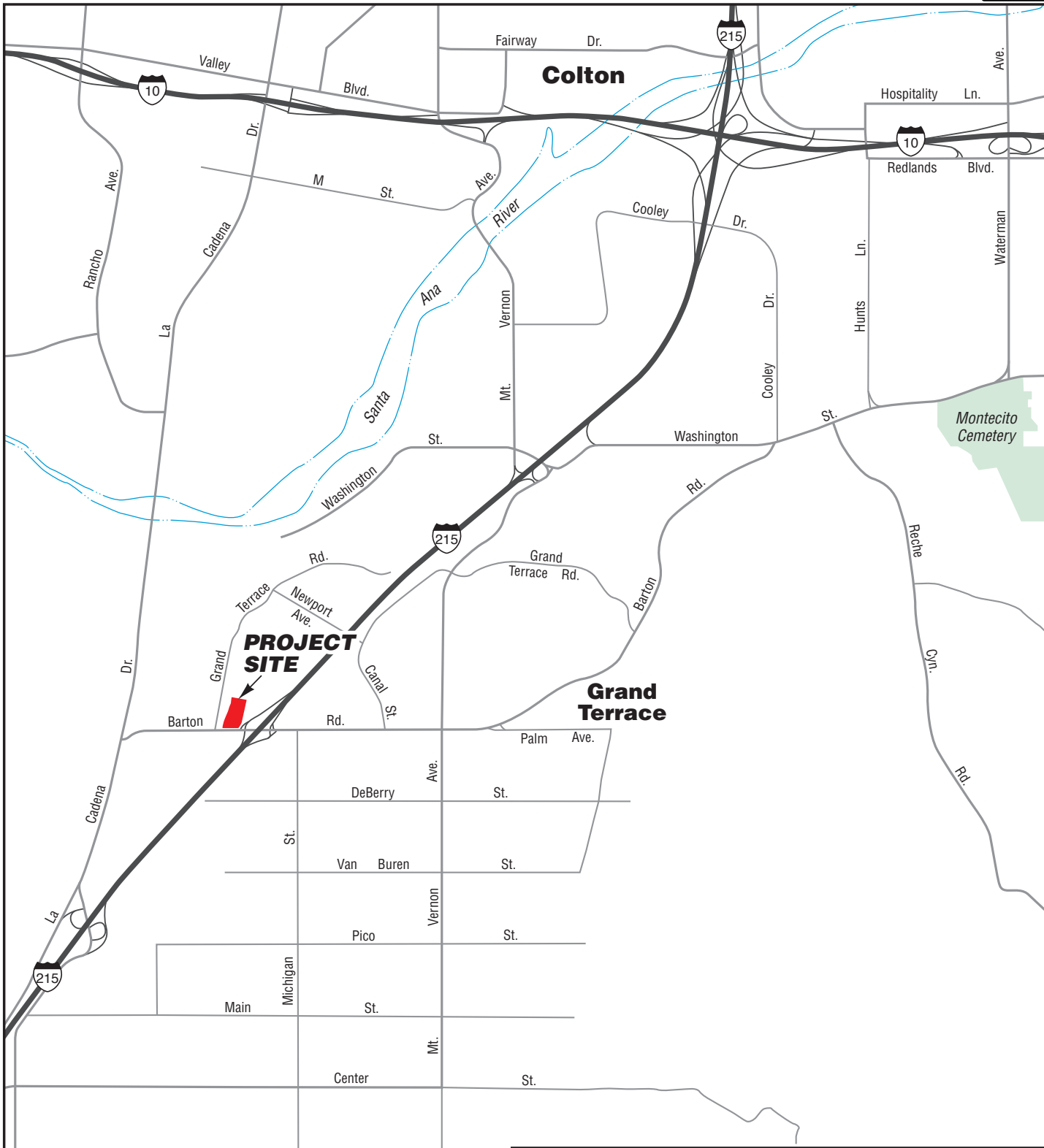
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United States Environmental Protection Agency, *Sampling and Analysis Plan Guidance and Template*, Version 3, Brownfields Assessment Projects, R9QA/008.1, August 8, 2012.



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VICINITY MAP

A9394-77-01	June 2019	Figure 1
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Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC



Attachment: 20-1002278 Final OM Agreement and Exhibits [Revision 1] (6093 : DTSC Operation and Maintenance Agreement for Barton IC Project)

Ref: ERM, 9/4/14

LEGEND:

- - - - - Approximate Limits of Excavation Area
- *PSV7R* Approximate O & M Plan Soil Vapor Sample Location
- - - - - 21900 Barton Road Parcel Boundary



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O & M Plan Soil Vapor Sample Locations

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Figure 3

Minute Action

AGENDA ITEM: 7

Date: *October 2, 2019*

Subject:

Interstate 10 University Street Improvements Project - Cooperative Agreement Amendment 1 and Request to Release Invitation For Bids

Recommendation:

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

A. Approve Amendment 1 to Agreement No. R14088 with the City of Redlands to redefine the project funding responsibilities based on the revised project cost estimates, increasing San Bernardino County Transportation Authority's share of project costs to \$4,346,013 and the City of Redlands share of project costs to \$1,292,547.

B. Authorize advertising Invitation for Bids No. 20-1002290 for the construction of the Interstate 10 University Street Improvements Project in the City of Redlands.

Background:

The Interstate 10 (I-10) University Street Improvements Project (Project) proposes to widen the interchange westbound on-ramp and eastbound off-ramp and restripe University Street to add turn lanes from Citrus Avenue to Central Avenue to improve traffic operations and reduce congestion. The Project includes adding ramp metering on the westbound on-ramp, signaling the I-10 ramp intersections, modifying the existing signal at the University Street and Citrus Avenue intersection, and constructing a retaining wall at the eastbound off-ramp. This project is funded utilizing Measure I and City of Redlands funds. Based on recent estimates, the current total project cost is \$5,638,560 to be funded by San Bernardino County Transportation Authority (SBCTA) in the amount of \$4,346,013 and the City of Redlands in the amount of \$1,292,547. This constitutes an increase of \$438,560 since the last total project estimate of \$5,200,000 in 2014.

On February 5, 2014, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. R14088 with the City of Redlands to define project roles, responsibilities, funding and specifying SBCTA as the lead agency for project administration. On December 3, 2014, the Board approved award of Contract No. C14163 to Advantec Consulting Engineers for Planning and Design services. On January 4, 2017, the Board approved the award of Contract No. 16-1001546 to Arcadis US, Inc. for Construction Management services. On February 16, 2017, the California Department of Transportation (Caltrans) approved a Categorical Exemption Determination under the California Environmental Quality Act (CEQA) for the Project. The project is concluding its design phase with construction scheduled to start before the end of 2019.

Recommendation A: When Cooperative Agreement No. R14088 was executed in 2014 it was estimated that project management costs would be approximately \$100,000. This estimate assumed a Streamlined Oversight Project role for Caltrans throughout the delivery process without a solid understanding of the scope for the Plans, Specifications, and Estimates (PS&E) phase. However, as the project progressed through each phase of delivery, Caltrans' role expanded significantly, requiring Project Management costs on par with other interchange

Entity: San Bernardino County Transportation Authority

projects managed by SBCTA. Project Management costs have increased for the following reasons:

- Cooperative Agreement No. R14088 assumed Environmental Approval would occur in April 2016, however, approval occurred in February 2017, resulting in increased Project Management costs to facilitate approval of the Environmental Document.
- Design approval was originally anticipated to occur in April 2018. The current schedule shows design approval in September 2019. There are a variety of issues that have resulted in a delay during design including consultant team staff consistency, the subsequent development of substandard deliverables by the project consultant, and additional time required to coordinate with Caltrans for traffic signal design. It should be noted that no payments were made to the consultant team for substandard deliverables.
- Lessons learned from other projects indicate that Project Management costs are required during construction. Due to challenging issues that construction will face on this project such as moving and burying Aerial Deposited Lead, pedestrian access, close coordination with residents, schools and the City of Redlands about construction activities, it is anticipated that construction Project Management costs will be consistent with what is experienced on other projects. In addition, a Caltrans fiber optic project may occur simultaneously, which would require additional coordination.

While project management costs increased, an amendment to the agreement has not yet been executed because the total project cost estimate was still estimated to be less than the estimate that was used to develop Cooperative Agreement No. R14088. However, based on the latest engineer's estimate the current project cost is anticipated to exceed the total cost in the agreement. To ensure the construction phase can be fully funded, it is necessary to amend the agreement to address the current project costs and define the local share and public share responsibilities of the City of Redlands and SBCTA, respectively.

The revised estimated Project Management cost is \$345,000, which based on policies outlined in the original agreement, is 100% the responsibility of the City of Redlands. In addition to the revised Project Management cost, Cooperative Agreement No. R14088 Amendment 1 includes an estimate of \$380,000 to replace the pavement on University Street as recommended by Caltrans. As full pavement replacement was not assumed in the original project design, this additional cost plus the additional project management cost would increase the total project cost beyond what was estimated in Cooperative Agreement No. R14088. Overall the current estimated cost of construction is \$3.5 million.

If the City of Redlands elects to replace the deteriorated pavement, the construction contract would likely be increased through the change order process by an estimated amount of \$380,000. Upon the forthcoming request for Board approval of Construction Contract No. 20-1002290, a contingency amount will be recommended to be included if the City elects to move forward with full pavement replacement. The Redlands City Council will be taking action on the increased project cost, including pavement reconstruction at their October 1, 2019 regularly scheduled meeting. Amendment 1 will be consistent with action taken by the council at that meeting.

Board of Directors Agenda Item

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Amendment 1 accounts for an increase in the City's contribution for the project of \$279,647. The SBCTA increase in contribution for the project is \$158,913, which exceeds the amount in the 10-Year Delivery Plan by a like amount but will not impact delivery of other projects.

Recommendation B: Staff is also recommending that the Board authorize the advertisement of Invitation for Bids (IFB) No. 20-1002290 for construction of the I-10 University Street Improvement Project. A future agenda item for award of this construction contract is anticipated to be brought to the Board this fall.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2019/2020 Budget under Task No. 830 Interchange Projects, Sub-Task No. 0899 I-10 University Interchange.

Reviewed By:

This item was reviewed and recommended for approval (17-0-1; Abstained: Momberger) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the amendment and IFB.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

San Bernardino County Transportation Authority

AMENDMENT NO. 1

TO COOPERATIVE AGREEMENT NO. R14088

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT UNIVERSITY
STREET AND INTERSTATE 10 IN THE CITY OF REDLANDS**

THIS AMENDMENT No. 1 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Redlands (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a “PARTY” and collectively “PARTIES”.

RECITALS

- A. AUTHORITY and CITY entered into Agreement No. R14088 (AGREEMENT) on February 5, 2014, to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interchange at University Street and Interstate 10 in the City of Redlands (PROJECT); and
- B. The PROJECT now is estimated to cost a total of \$5,638,560 which includes \$345,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction Phases of the PROJECT; and
- C. The remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases now is estimated at \$5,293,560, which shall be funded with 17.9% Development Shares funds and 82.1% Public Share funds, as defined by the Nexus Study and the Measure I 2010-2040 Strategic Plan; and
- D. PARTIES now seek to amend the AGREEMENT to redefine the funding responsibilities based on the revised project costs as shown in Attachment A.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. AUTHORITY agrees to contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$4,346,013, as shown in Attachment A. The actual cost of specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$4,346,013 without an amendment to this Agreement.
2. CITY agrees to reimburse AUTHORITY for the actual costs incurred estimated at \$947,547 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$345,000 for AUTHORITY project management for a total amount not to exceed \$1,292,547, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$1,292,547 without an amendment to this agreement.
3. Attachment A to the AGREEMENT is deleted and replaced in its entirety with Attachment A to this AMENDMENT, which is attached to and made a part of this AMENDMENT.
4. PARTIES understand that the PROJECT cost provided in this AMENDMENT is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend the AGREEMENT.
5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
6. This AMENDMENT is deemed to be included and made part of the AGREEMENT.
7. This AMENDMENT is effective upon execution by AUTHORITY.

-----SIGNATURES ON FOLLOWING PAGE-----

Attachment: R14088 Coop Amendment 1_Final (6092 : I-10 University IC - City Coop Amendment 1 & Construction IFB Request)

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. R14088
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF REDLANDS

By: _____
Darcy McNaboe
President, Board of Directors

By: _____
Mayor, City of Redlands

Date: _____

Date: _____

APPROVED AS TO FORM

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Julianna K. Tillquist
General Counsel

By: _____
CITY Attorney

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: R14088 Coop Amendment 1_Final (6092 : I-10 University IC - City Coop Amendment 1 & Construction IFB Request)

Attachment A

PROJECT SCOPE

The PROJECT will improve the Interstate 10/University Street interchange ramps, including intersection work, turning lanes and striping. It is anticipated that AUTHORITY will be the lead on all phases of work.

PROJECT COST ESTIMATE AND FUNDING TABLE

Public Share: 82.1%

Nexus Development Impact Fee Share (DIF or “Local Share”): 17.9%

Local Jurisdictional Split of the DIF Share: Redlands 100%

	Project Cost*	Public Share**	DIF
Planning, Environmental, Design, and Right-of-way	\$969,807	\$796,212	\$173,595
Construction Management	\$443,753	\$364,321	\$79,432
Construction Capital***	\$3,880,000	\$3,185,480	\$694,520
Project Management	\$345,000	\$0	\$345,000
	\$5,638,560	\$4,346,013	\$1,292,547

*Project Cost is based on 2019’s Estimate At Completion and 100% Engineer’s Estimate.

**Public Share will be funded with Measure I Valley Freeway Interchange funds.

***Construction Capital cost includes an estimate of \$380,000 for the full replacement of pavement structure at University Street added based on Caltrans 100% review comment.

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	February 2017
Design Approval	October 2019
Construction Contract Award	January 2020
Complete for Beneficial Use	March 2021

Minute Action

AGENDA ITEM: 8

Date: *October 2, 2019*

Subject:

Resolution No. 20-038 Interstate 10 Corridor Contract 1 Finding of Necessity

Recommendation:

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

Approve Resolution No. 20-038 authorizing a finding of necessity per Public Contract Code Section 4109 for the Interstate 10 Corridor Contract 1 Project, Contract No. 17-1001599, and the procurement of subcontractors.

Background:

The intent of this agenda item is to document a finding of necessity per Public Contract Code Section 4109 to allow the Interstate 10 (I-10) Contract 1 (Project) Design-Builder to deviate from the requirements of Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 et seq in the procurement for subcontractors.

In June 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. 17-1001599 for the I-10 Corridor Contract 1 Design-Build (DB) Contract to Lane-Security Paving Joint Venture (LSPJV or DB Contractor).

As part of the proposal process, the proposers, including LSPJV, were required to identify “Listed Subcontractors” used in assembling their proposals. Proposers, including LSPJV, were also required to deliver into escrow cost and pricing documents used by the proposer in preparing its proposal (Escrowed Materials). The Escrowed Materials were to include all supporting subcontractor bids and documentation.

Contract No. 17-1001599 contemplated two Notices to Proceed (NTP). NTP 1 was issued on September 7, 2018, and NTP 2 was issued on March 11, 2019. Upon issuance of NTP 2, the DB Contractor proceeded with design and started finalizing subcontractor agreements. As this is a DB procurement, the contract and the Public Contract Code allow the DB Contractor to identify its “Listed Subcontractors” at the time of award and to later procure new subcontractors as the detailed scope of work is finalized in accordance with the requirements of the contract (which generally requires a competitive process). In August 2019, the DB Contractor advised SBCTA that it made an inadvertent error in naming its “Listed Subcontractors” in its proposal and that it did not list and identify all of the subcontractors that it had used in preparing its pricing and technical proposal. The DB Contractor stated it planned to utilize the subcontractors identified in the Escrowed Materials, which contained an expanded listing of subcontractors.

Public Contracting Code Section 4109 permits a contractor to use an unlisted subcontractor without a competitive process under certain circumstances:

Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor’s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of

Entity: San Bernardino County Transportation Authority

the awarding authority setting forth the facts constituting the emergency or necessity. (Emphasis added).

There is also an exception for when there is a clerical mistake in not listing a subcontractor, but that must be remedied within two days of the bid opening, and there would need to be a public hearing (Public Contract Code Section 4107.5).

SBCTA will need to make a written finding of necessity to allow the DB Contractor to retain the subcontractors it used in pricing its proposal and not go through a competitive procurement for subcontractors.

The finding must be reduced to writing as a public record of SBCTA and must set forth the facts constituting the emergency or necessity. There are three primary arguments for a “necessity” finding in this instance.

First, the main purpose of Subcontractor Listing Law is to prevent bid shopping and give the subcontractors who submitted the bids used in the proposal the job (Public Contract Code Section 4101). In the present case, to affect the intent of the Subcontractor Listing Law, it is necessary to let LSPJV use these subcontractors on the Project, since they were the ones that submitted bids which, based on the Escrowed Materials, LSPJV appears to have relied on and used in its proposal. Requiring a competitive procurement, which could lead to these subcontractors losing the work, is analogous to “shopping their bids” as the subcontractors would now need to compete again against others for the work.

Second, the subcontractors, having participated in the proposal, are already familiar with the requirements of the Project and the DB Contractor’s plans and approach. Both of these reasons are supported by the Escrowed Materials.

Finally, making the DB Contractor conduct unanticipated procurements for the work could delay the Project in this congested area, thereby materially and adversely impacting the travelling public, which could negatively affect Project success.

Resolution No. 20-038 provides a finding of necessity to amend Contract No. 17-1001599 Exhibit 2 (Attachment A) and Exhibit 6 (Attachment B) to include the subcontractors identified in the Escrowed Materials. Approval of this agenda item by the Board allows the I-10 Corridor Contract 1 to efficiently continue on schedule.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1.

Reviewed By:

This item was reviewed and recommended for approval (14-0-3; Abstained: Rowe, Rutherford and Wapner) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel has reviewed this item and the draft Resolution.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

San Bernardino County Transportation Authority

Board of Directors Agenda Item
October 2, 2019
Page 3

Approved
Board of Directors
Date: October 2, 2019
Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT A

EXHIBIT 2 – UPDATED 9-4-19

CONTRACT PARTICULARS

No.	Clause References	Issue	
1.	Exhibit 1	Contract Price	\$672,900,000
2.	3.4.2	Firm(s) for Design Services	<p>Michael Baker, International, Inc.</p> <p>CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group, Inc.</p> <p>FPL and Associates, Inc.</p> <p>V&A Inc.</p>
3.	9.1.2	DBE Participation Goal	10%
4.	9.2	Major Subcontractors	Michael Baker, International, Inc.
5.	9.6	SBCTA Representative	Michael Barnum
6.	Listed Subcontractors	<p>Michael Baker, International, Inc.</p> <p>CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group, Inc.</p> <p>FPL and Associates, Inc., 2nd Tier: for Michael Baker</p> <p>V&A Inc., 2nd Tier: for Michael Baker</p> <p>PQM, Inc.</p> <p>G3 Quality, Inc.</p> <p>RT Engineering & Associates, Inc.</p> <p>Fryman Management, Inc.</p> <p>Arellano Associates, LLC</p> <p>Aegis Project Controls Corp.</p> <p>CW Allied, Inc.</p> <p>CGO Construction</p> <p>Mahaffey Drilling, 2nd tier</p> <p>Global Road Seal</p> <p>Diversified Landscape</p> <p>CTI Milling (<i>aka Cindy Trump</i>)</p> <p>Apex Universal, 2nd tier</p>	

Miranda Logistics
 Highlight Electric
 ** ECS
 ** C Below
 ** Irvine Pipeline Company
 ** Malcom Drilling Company
 ** CMC Commercial Metals (*aka CMC Rebar*)
 ** Con-Fab California
 ** Harbor Companies
 ** L. Johnson Construction
 ** Ferreira Construction
 ** Dywidag Systems
 ** Sierra Landscape Development
 ** G & F Concrete Cutting
 ** Conco Pumping
 ** Antigo Construction
 ** Forefront Deep Foundations
 ** A.M Concrete
 ** Cal-Stripe
 ** Murphy Industrial Coatings
 ** Golden State Boring & Pipe
 ** Apex Logistics
 ** BC Traffic Rentals
 ** Boral Resources LLC
 ** Bridge Deck Solutions
 ** CalPortland Company
 ** CEMEX
 ** ESB General Engineering
 ** Euclid Chemical Company
 ** Fitzgerald Formliners
 ** Fleming & Sons Concrete
 ** Foundation Pile (*aka Deep Foundations Solutions*)
 ** Hanes Geo Components
 ** ISCO Industries
 ** JC Supply & Manufacturing
 ** JT Construction Products LLC

- ** L.B. Foster Construction Products
- ** Pacific Corrugated Pipe Co.
- ** Peri Formworks
- ** Pipe Jacking Trenchless Inc. (aka Primoris)
- ** Pro-Cast Products
- ** The R.J. Noble Company
- ** Rupert Construction Supply
- ** Skyline Steel
- ** Spartan Mat, LLC
- ** Statewide Traffic Safety and Signs, Inc.
- ** Strength Transportation Management
- ** Titan Construction Engineering
- ** Vulcan Materials
- ** Updated 9/4/19. Subcontractors were included on selected vendors list that is included in the Escrow Documents.

7.	9.6	DB Contractor Representative	Dennis P. Bahls
8.	9.7	Key Personnel	
	8.1	Project Manager	Jan Sherman
	8.2	Construction Manager	Frank Riggins, PE
	8.3	Design Manager	Steve Huff, PE
	8.4	Quality Manager	Don Archer, PE
	8.5	Structures Design Manager	Mark Brady, PE
	8.6	Safety Manager	Lynwood Young, CHST
	8.7	Utility Manager	Regina Talamantez, PE
	8.8	Traffic Manager	Ross Fryman
	8.9	Project Controls Manager	Mitchell Arciaga, PMP
	8.11	Environmental Compliance Manager	Dhananjay Rawal, PE
	8.12	TSP Coordinator	Richard Foote
	8.13	Civil –Highway Design Manager	Ben Torres, PE, DBIA
	8.14	MOT Design Manager	Octavio Hernandez, PE
9.	9.9	Federal On-the-Job Training Participation Goal	45 trainees

10.	10.1.1(a)	NTP1 Performance Bond Amount	\$20,000,000
11.	10.1.1(b)	NTP1 Payment Bond Amount	\$20,000,000
12.	10.1.2(a)	NTP2 Performance Bond Amount	\$672,900,000
13.	10.1.2(b)	NTP2 Payment Bond Amount	\$672,900,000
14.	10.1.5	Warranty Bond Amount	\$67,290,000
15.	14.3.5(a)	Mobilization Amount	\$38,000,000
16.	14.3.5(b)	SHOPP Pavement Rehabilitation Work Mobilization Amount	\$7,000,000
17.	14.3.6	Bonds and Insurance Premium Amount	\$17,115,000
18.	24.1.2	Facilitator for partnering meetings	30 Days After NTP1
19.	Exhibit 1	Toll System Provider	TransCore, LP

EXHIBIT 6 - REVISION

LISTED SUBCONTRACTORS

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
Michael Baker International, Inc. Steve Huff 5 Hutton Centre Drive, Suite 500 Santa Ana, CA 92702 P: 949-855-3624 F: 949-472-8373 sihuff@mbakerintl.com	500 Grant Street, Suite 5400 Pittsburgh, PA 15219	N/A	N/A	Lead Engineering Consultant, Project Management, and Design Engineering	Y
CH2M HILL Engineers, Inc. a wholly owned subsidiary of Jacobs Engineering Group, Inc. Lou Cornell 2600 Michelson Dr., Suite 500 Irvine, CA 92612 P: 949-224-7961 F: 949-224-7501 Lou.cornell@jacobs.com	2600 Michelson Drive, Suite 500, Irvine CA 92612	N/A	N/A	Design Subconsultant	N
CW Allied, Inc. Kevin Ross, President 19401 S. Vermont Ave., Suite A-100 Torrance, CA 90502 P: 310-538-9569 F: 310-538-2500 Kevin@ceallied.com	19401 S. Vermont Ave., Suite A-100 Torrance, CA 90502	N/A	1000054773	Safety Manager	N

****PLEASE NOTE THAT THESE SUBCONTRACTORS WERE INCLUDED ON THE SELECTED VENDORS LIST THAT IS INCLUDED IN THE ESCROW DOCUMENTS, BUT ERRONEOUSLY OMITTED FROM THIS EXHIBIT 6 AT PROPOSAL DUE DATE.**

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
Fryman Management, Inc. Ross Fryman, President 1226 Puerta Del Sol San Clemente, CA 92673 P: 949-481-5211 F: N/A ross@frymanmgnt.com	1226 Puerta Del Sol San Clemente, CA 92673	1007017 (C-31)	1000034480	Traffic Engineering, Consulting, Traffic Control, Management	N
PQM, Inc. 7711 Center Avenue, Suite 670 Huntington Beach, CA 92647 Erin Hoy, President P: 714-848-4000 F: N/A reginat@rtengineering.net	7711 Center Avenue, Suite 670 Huntington Beach, CA 92647	N/A	N/A	Professional quality management and environmental management services	N
RT Engineering & Associates, Inc. Regina Talamantez 202 E. Airport Drive, Suite 140 San Bernardino, CA 92408 P: 909-763-3194 F: N/A Erin.hoy@pqminc.com	1901First Avenue, Suite 217 G San Diego, CA 92101	N/A	DIR# 1000020251	Utility Management	N
Aegis Project Controls Corp. David Hatwell 1010 Wayne Ave., Suite 770 Silver Springs, MD 20910 P: 240-880-4433 F: N/A dhatwell@consultaegis.com	1010 Wayne Ave., Suite 770 Silver Springs, MD 20910	N/A	N/A	CPM Scheduling-Project Controls	N
Arellano Associates, LLC Genoveva L. Arellano, Principal	5851 Pine Ave., Suite A Chino Hills, CA 91709	N/A	N/A	Public Outreach and Communications	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

****PLEASE NOTE THAT THESE SUBCONTRACTORS WERE INCLUDED ON THE SELECTED VENDORS LIST THAT IS INCLUDED IN THE ESCROW DOCUMENTS, BUT ERRONEOUSLY OMITTED FROM THIS EXHIBIT 6 AT PROPOSAL DUE DATE.**

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
5851 Pine Ave., Suite A Chino Hills, CA 91709 P:909-627-2974 F: 909-628-5804 garellano@arellanoassociates.com					
FPL and Associates, Inc. Fong-Ping Lee, President 30 Corporate Park, Suite 401 Irvine, CA 92606 P: 949-252-1688 F: 949-252-0088 fp Lee@fplandassocaites.com	30 Corporate Park, Suite 401 Irvine, CA 92606	N/A	N/A	Pavement delineation and signage design	N
G3 Quality, Inc. Chris Gerber, President 13850 Cerritos Corporate Drive, Unit E Cerritos, CA 90703 P: 562-321-9842 F: 562-321-9840 cgerber@g3quality.com	13850 Cerritos Corporate Drive, Unit E Cerritos, CA 90703	N/A	1000005181	QV inspection and materials testing	N
V&A Inc. 975 S. Fair Oaks Avenue Pasadena, CA 91105 P: 213-972-9700 F: 213-972-9709 Jose.valle@va-incorp.com	975 S. Fair Oaks Avenue Pasadena, CA 91105	N/A	1000036811	Engineering Service	N
CGO Construction 3100 Cedar St. Ontario, CA 91761 P: 909-930-5501	3100 Cedar St. Ontario, CA 91761	532200	1000013024	Clear & Grub	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

****PLEASE NOTE THAT THESE SUBCONTRACTORS WERE INCLUDED ON THE SELECTED VENDORS LIST THAT IS INCLUDED IN THE ESCROW DOCUMENTS, BUT ERRONEOUSLY OMITTED FROM THIS EXHIBIT 6 AT PROPOSAL DUE DATE.**

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
Mahaffey Drilling, 2 nd tier 638 West Southern Ave. Orange, CA 92865 P: 714-974-1190	638 West Southern Ave. Orange, CA 92865			Drill Shafts for OH Sign Structures, Drill 60" CIDH	N
Global Road Sealing 10832 Dorothy Ave. Garden Grove, CA 92843 P: 714-893-0845	10832 Dorothy Ave. Garden Grove, CA 92843	757584	100007714	Joint Seal/Isolation Joint	N
Diversified Landscape 21730 Burgundy Canyon Rd. Wildomar, CA 92525 P: 951-245-1686	21730 Burgundy Canyon Rd. Wildomar, CA 92525	576183	100009249	Irrigation and Rock Blanket	N
CTI Milling PO Box 385 La Habra, CA P: 562-697-2286	PO Box 385 La Habra, CA P: 562-697-2286	754500	100008423	Cold Plane	N
Apex, 2 nd tier 2040 East Steel Rd Colton, CA 92324 P: 909-884-7179	2040 East Steel Rd Colton, CA 92324			Pavement Delineation Materials	N
Miranda Logistics 2202 South Figueroa St #437 Los Angeles, CA 90007 P: 424-800-3831	2202 South Figueroa St #437 Los Angeles, CA 90007	1021984		Trucking	N
Highlight Electric 6942 Ed Prekic Rd. Riverside, CA 92504 P: 951-352-9446	6942 Ed Prekic Rd. Riverside, CA 92504	806335	1000002760	Electrical	N
**ECS 4795 Blue Mountain Drive Yorba Linda, CA 92887	4795 Blue Mountain Drive Yorba Linda, CA 92887			Environmental Management Services	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

****PLEASE NOTE THAT THESE SUBCONTRACTORS WERE INCLUDED ON THE SELECTED VENDORS LIST THAT IS INCLUDED IN THE ESCROW DOCUMENTS, BUT ERRONEOUSLY OMITTED FROM THIS EXHIBIT 6 AT PROPOSAL DUE DATE.**

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
949-413-6486					
**C Below 14280 Euclid Ave. Chino, CA 91710 P: 888-902-3569	14280 Euclid Ave. Chino, CA 91710	959964	1000003150	Potholing Sub	N
**Irvine Pipeline Company 5959 Jasmine Street Riverside, CA 92504 P: 951-351-1774	5959 Jasmine Street Riverside, CA 92504	323951	1000020126	Wet Utilities Sub	N
**Malcolm Drilling Company 4926 N. Azusa Canyon Rd. Irwindale, CA 91706 P: 626-338-0035	4926 N. Azusa Canyon Rd. Irwindale, CA 91706	259543	1000003389	Shoring & Drilling Sub	N
**CMC Commercial Metals 12451 Arrow Route Etiwanda, CA 91739 P: 909-803-1500	12451 Arrow Route Etiwanda, CA 91739	778010	1000000298	Reinforcing Steel Sub	Y
**Con-Fab California 1910 Lathrop Rd. Lathrop, CA 95330 P: 209-249-4700	1910 Lathrop Rd. Lathrop, CA 95330	1018821	1000043194	Precast Prestressed Concrete Girders Sub	Y
**Harber Companies 1880 E. Riverview Dr. San Bernardino, CA 92408 P: 909-478-1957	1880 E. Riverview Dr. San Bernardino, CA 92408	657614	1000005455	Bridge Demo, Grind, and Groove Sub	Y
**L Johnson Construction 1566 West 132 nd Street Gardena, CA 90249 P: 310-965-1997	1566 West 132 nd Street Gardena, CA 90249	466670	1000010110	Masonry Wall Sub	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

****PLEASE NOTE THAT THESE SUBCONTRACTORS WERE INCLUDED ON THE SELECTED VENDORS LIST THAT IS INCLUDED IN THE ESCROW DOCUMENTS, BUT ERRONEOUSLY OMITTED FROM THIS EXHIBIT 6 AT PROPOSAL DUE DATE.**

Name of Entity and Contract Information (address, representative, phone, fax, e-mail)	Address of Head Office	California Contractor License (if applicable)	Public Works Contractor Registration Number	Description of Work/Services To Be Performed By Entity (if applicable)	Major Subcontractor (Y/N)
**Ferreira Construction 15188 Vista Del Rio Ave. Chino, CA 91710 P: 909-606-5900	31 Tannery Road Branchburg, NJ 08876	533344	1000001634	Fence & Guardrail Sub	N
**Dywidag Systems 2154 E. South Street Long Beach, CA 90805 P: 562-531-6161	2154 E. South Street Long Beach, CA 90805	273710	1000006705	Post-tensioning Sub	N
**Sierra Landscape Development 2209 Chico Ave. South El Monte, CA 91733 P: 626-447-5260	2209 Chico Ave. South El Monte, CA 91733	514938	100004455	Erosion Control Sub	N
**G&F Concrete Cutting 13653 Alondra Blvd. Santa Fe Springs, CA 90670 P: 562-229-0227	13653 Alondra Blvd. Santa Fe Springs, CA 90670	590310	100001776	Sawcut Sub	N
**Conco Pumping 13052 Dahlia St. Fontana, CA 92337 P: 909-350-0503	13052 Dahlia St. Fontana, CA 92337	643402	1000000409	Concrete Pumping Sub	N
**Antigo Construction 1973 Commerce Ave. Boise, ID 83705 P: 208-345-1790	2520 N. Clermont St. Antigo, WI 54409	637303	1000006930	Impact PCCP for Removal Sub	N
**Forefront Deep Foundations 2618 San Miguel Dr. Suite 196 Newport Beach, CA 92660 P: 562-229-0227	2618 San Miguel Dr. Suite 196 Newport Beach, CA 92660	1010819	100048820	Drill Steel H Pile Sub	N
**A.M. Concrete P.O. Box 921388 Sylmar, CA 91392	P.O. Box 921388 Sylmar, CA 91392	446850	1000006525	Minor Concrete Sub	N

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P: 818-362-8300					
**Cal-Stripe 2040 East Steel Road Colton, CA 92324 P: 909-884-7170	2040 East Steel Road Colton, CA 92324	685387	1000001100	Striping Sub	N
**Murphy Industrial Coatings 2704 Gundry Ave. Signal Hill, CA 90755 P: 562-427-7720	2704 Gundry Ave. Signal Hill, CA 90755	310594	100005885	Stain, Paint & Anti-Graffiti Sub	N
**Golden State Boring & Pipe Jacking 7000 Merrill Ave. Chino, CA 91710 P: 909-930-5811	7000 Merrill Ave. Chino, CA 91710	678500	100005788	Jack & Bore Pipe Sub	N
**Apex Logistics 12531 Violet Rd. Adelanto, CA 92301 P: 760-246-6077	12531 Violet Rd. Adelanto, CA 92301			Haul Fly Ash Sub	N
**BC Traffic Rentals 638 W. Southern Ave. Orange, CA 92865 P: 714-974-1190	638 W. Southern Ave. Orange, CA 92865		1000407561	Signs & Sign Structures Supplier	N
**Boral Resources, LLC 1345 E. Philadelphia St. Pomona, CA 91766 P: 909-627-9066	10701 S. River Front Pkwy. South Jordan, UT 84095			Fly Ash Supplier	N

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**Bridge Deck Solutions 298 Cherry Hill Dr. Latrobe, PA 15650 P: 724-424-1001	298 Cherry Hill Dr. Latrobe, PA 15650			Permanent Metal Deck Supplier	N
**CalPortland Company 2025 E. Financial Way Glendora, CA 91741 P: 800-272-9119	2025 E. Financial Way Glendora, CA 91741			Cement Supplier	N
**Cemex 3990 Concoors St. Ontario, CA 91764 P: 909-350-1846	131 Vultee Shafter, CA 93263			Transit Ready Mix Concrete Supplier	N
**EBS General Engineering, Inc. 1320 East 6 th St. Suite 100 Corona, CA 92879 P: 951-279-6869	1320 East 6 th St. Suite 100 Corona, CA 92879	720016	1000005295	Minor Concrete Sub	N
**Euclid Chemical Company 15598 Boyle Ave. Fontana, CA 92337 P: 951-741-0018	19215 Redwood Road Cleveland, OH 44110			PCCP Admixtures Supplier	N
**Fitzgerald Formliners 1500 E. Chestnut Ave. Santa Ana, CA 92701 P: 714-547-6710	1500 E. Chestnut Ave. Santa Ana, CA 92701			Patterned Formliners Supplier	N
**Fleming & Sons Concrete Pumping, Inc. 911 E. Walnut St. Santa Ana, CA 92701 P: 714-550-7081	911 E. Walnut St. Santa Ana, CA 92701	940592	1000013409	Concrete Pumping Sub	N
**Foundation Pile 8375 Almeria Ave.	8375 Almeria Ave. Fontana, CA 92335	360640	1000007197	Drill Steel H Pile Sub	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

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Fontana, CA 92335 P: 909-350-1584					
**Hanes Geo Components 3401 Etiwanda Ave. Jurupa Valley, CA 91752 P: 800-254-2637	3401 Etiwanda Ave. Jurupa Valley, CA 91752			Geotextile Fabric & Geo Drain Supplier	N
**ISCO Industries 1375 E. Baseline Street San Bernardino, CA 92410 P: 502-614-3604	100 Witherspoon St. Louisville, KY 40202			HDPE Pipe & Fittings Supplier	N
**JC Supply & Manufacturing 1612 S. Cucamonga Ave. Ontario, CA 91761 P: 909-373-1773	1612 S. Cucamonga Ave. Ontario, CA 91761			Dowels Supplier	N
**JT Construction Products, LLC 1156 Sugarbush Drive Vista, CA 92084 P: 760-529-1874	1156 Sugarbush Drive Vista, CA 92084			Reinforced Concrete Pipe Supplier	N
**L.B. Foster Construction Products 1126 S. Positano Ave. Anaheim Hills, CA 92808 P: 949-788-1074	415 Holiday Dr. Pittsburgh, PA 15220			Steel Casing & Pipe Pile Supplier	N
**Michael Baker International, Inc. 3536 Concours St. Ontario, CA 91764 P: 909-974-4947	500 Grant Street, Suite 5400 Pittsburgh, PA 15219			Construction Survey Sub	N

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**Pacific Corrugated Pipe Co. 13680 Slover Ave. Fontana, CA 92337 P: 951-675-6161	13680 Slover Ave. Fontana, CA 92337			HDPE Supplier	N
**Peri Formworks 15369 Valencia Ave. Fontana, CA 92335 P: 909-561-3256	7135 Dorsey Run Rd. Elkridge, MD 21075			Metal Forms Supplier	N
**Pipe Jacking Trenchless, Inc. 26000 Commercentre Drive Lake Forest, CA 92630 P: 909-880-8446	26000 Commercentre Drive Lake Forest, CA 92630	1018405	1000042926	Pipe Jacking Sub	N
**Pro-Cast Products, Inc. 27417 East Third St. Highland, CA 92346 P: 909-793-7602	27417 East Third St. Highland, CA 92346			Precast Concrete Manholes & Panels Supplier	N
**The R.J. Noble Company 15505 East Lincoln Ave. Orange, CA 92856 P: 714-637-1550	15505 East Lincoln Ave. Orange, CA 92856			Hot Mix Asphalt Supplier	N
**Rupert Construction Supply 3941 Park Dr. #20-487 El Dorado Hills, CA 95762 P: 925-229-5577	3941 Park Dr. #20-487 El Dorado Hills, CA 95762			Bearing Pads & Bridge Deck Drainage Supplier	N
**Skyline Steel 2020 Hurley Way, Suite 150 Sacramento, CA 95825 P: 916-463-0105	2020 Hurley Way, Suite 150 Sacramento, CA 95825			H-Piles Supplier	N
**Spartan Mat, LLC 515 Northwest Saltzman Road Portland, OR 97229	515 Northwest Saltzman Road Portland, OR 97229			Crane Mats Supplier	N

Attachment: Contract No. 17-1001599 - DB Contract REVISED Exhibit 6 (6095 : Resolution No. 20-038 I-10

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P: 503-550-8761					
**Statewide Traffic Safety and Signs, Inc. 2225 Kansas Ave. Riverside, CA 92507 P: 951-213-3708	2225 Kansas Ave. Riverside, CA 92507			Traffic Control Devices Rental	N
**Strength Transportation Management 15505 East Lincoln Ave. Orange, CA 92856 P: 714-282-2282	15505 East Lincoln Ave. Orange, CA 92856			Concrete Aggregate Supplier	N
**Titan Constructor Engineering 12941 2 nd St. #92 Yucaipa, CA 92399 P: 909-229-6457	12941 2 nd St. #92 Yucaipa, CA 92399	1023968	1000047816	Concrete Flatwork Sub	N
**Vulcan Materials 16013 Foothill Blvd. Irwindale, CA 91702 P: 626-430-0772	500 N. Brand Blvd. Suite 500 Glendale, CA 91203			Hot Mix Asphalt and Aggregates Supplier	N

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RESOLUTION NO. 20-038

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT PUBLIC INTEREST AND NECESSITY REQUIRE AUTHORIZING THE AMENDMENT OF I-10 CORRIDOR CONTRACT I PROJECT, CONTRACT 17-1001599 FOR THE PROCUREMENT OF SUBCONTRACTORS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 4109

WHEREAS, in June 2018 the Board, acting as the San Bernardino County Transportation Authority (SBCTA), approved the award of Contract 17-1001599 for the I-10 Corridor Contract 1 Design Build (DB) Contract to Lane-Security Paving Joint Venture (“LSPJV” or “DB Contractor”); and

WHEREAS, as part of the proposal process, the proposers, including LSPJV, were required to identify “Listed Subcontractors” used in assembling their proposals and to deliver into escrow cost and pricing documents used by the proposer in preparing its proposal, including supporting subcontractor bids and documentation (“Escrowed Materials”); and

WHEREAS, LSPJV duly delivered into escrow cost and pricing documents, including supporting subcontractor bids and documentation;

WHEREAS, two Notices to Proceed were issued under the Contract on September 7, 2018 and March 11, 2019, respectively; and

WHEREAS, as a design-build procurement, the Contract and the Public Contract Code allow the DB Contractor to identify its Listed Subcontractors at the time of award and to later procure new subcontractors pursuant to a competitive procurement process as the detailed scope of work is finalized in accordance with the requirements of the Contract; and

WHEREAS, in August 2019, the DB Contractor advised SBCTA that it made an inadvertent error by failing to include in its Listed Subcontractors all of the subcontractors identified in the Escrowed Materials, and affirmed its intent to utilize those subcontractors; and

WHEREAS, California Public Contracting Code Section 4109 permits a design-build contractor to use a subcontractor not listed in its proposal without utilizing a competitive procurement process only under certain circumstances, including where the awarding authority makes a finding of necessity and reduces its finding to writing as a public record, along with the facts constituting the necessity; and

WHEREAS, the main purpose of Subcontractor Listing Law is to prevent bid shopping and give the subcontractors who submitted the bids used in the contractor’s proposal the job; and

WHEREAS, based on the Escrowed Materials, LSPJV appears to have relied on and used the bids from the subcontractors it now seeks to add to its Listed Subcontractor to correct its error of omission;

NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AS FOLLOWS:

Section 1. The SBCTA finds and determines that the foregoing recitals are true and correct.

Section 2. In addition, SBCTA finds and determines each of the following:

- (a) The facts and circumstances surrounding the DB Contractor's identification and delivery of the subcontractors bids and documentation to escrow along with its proposal indicates an intent to rely on and utilize those subcontractors identified in the Escrowed Materials in performance of the designated portions of the work.
- (b) Requiring a competitive procurement to award subcontracts to the subcontractors identified in the Escrowed Materials by bids and documentation, but not listed in the DB Contractor's Listed Subcontractors proposal, would undercut the protections afforded by the Subcontractor Listing Law by requiring the omitted subcontractors to compete again for the work.
- (c) Having participated in the DB Contractor's proposal, the subcontractors identified in the Escrowed Materials by bids and documentation are familiar with the requirements of the project and the DB Contractor's plans and approach, thereby minimizing any delay in the project that could result from conducting an unanticipated competitive procurement.

Section 3. The public interest and necessity require a finding of necessity to authorize amending Contract 17-1001599 to include as Listed Subcontracted the subcontractors identified in the Escrowed Materials.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on October 2, 2019.

By: _____
Darcy McNaboe, President of the Board of Directors
San Bernardino County Transportation Authority

ATTEST:

By: _____
Vicki Watson, Clerk of the Board of Directors
San Bernardino County Transportation Authority

Attachment: Resolution 20-038 (6095 : Resolution No. 20-038 I-10 Corridor Contract 1 Finding of Necessity)

CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, Vicki Watson, Clerk of the Board of Directors of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on September __, 2019, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date, October 2, 2019.

By: _____
Vicki Watson, Clerk of the Board of Directors
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 9

Date: *October 2, 2019*

Subject:

Riverside County Transportation Commission Coachella Valley-San Gorgonio Pass Rail Project

Recommendation:

Receive an update on the Riverside County Transportation Commission Coachella Valley-San Gorgonio Pass Rail Project.

Background:

In 2016, the Riverside County Transportation Commission (RCTC), in coordination with the Federal Railroad Administration (FRA) and the California Department of Transportation (Caltrans), completed the Coachella Valley – San Gorgonio Pass Rail Corridor Service Study Alternatives Analysis (AA) Final Report, evaluating several alternatives for a new intercity rail service between Los Angeles and Indio. The AA Final Report recommended Route Alternative 1, which is the same route used by Amtrak’s Southwest Chief long-distance passenger train between Los Angeles and Colton, via Fullerton. The section between Colton and Indio follows the Union Pacific Railroad Yuma Subdivision through Loma Linda, Redlands, and San Timoteo Canyon.

With the completion of the AA Final Report, a tiering approach for the environmental process was pursued. In April 2015, RCTC was awarded \$2.9 million from the FRA and used \$1.1 million in matching funds to begin a Tier 1 Program-level Environmental Impact Statement/Program Environmental Impact Report (EIS/EIR) document. The Tier 1 process kicked off in 2016 and a draft of the EIS/EIR is expected for public release this fall. A more complete presentation to the San Bernardino County Transportation Authority (SBCTA) Board is planned by RCTC once the Draft EIS/EIR is released, but SBCTA staff wanted to provide a status report on the project prior to the release of the public draft.

RCTC’s comprehensive public outreach plan has included initial public outreach meetings for the AA phase and formal Public Scoping meetings for the Tier 1 Environmental Phase. A broad social media campaign was initiated in 2014 that included paid public meeting notification to targeted areas, project update posts, and requests for surveys to solicit feedback and answer questions. In February 2019, RCTC ran a social media campaign asking people to register their name in support of the project and received over 600 responses in about a week.

Regular “Fact Sheets” have been developed and are made available along with updated information on RCTC’s website at www.rctc.org/cvrrail and on social media @CVRailProject. A copy of the latest Fact Sheet is attached to this agenda item, and includes a map of the study area. The fact sheet references the possibility of one or two daily trains between Los Angeles and Indio, although no specific decisions have been made on the number of trains at this time.

Once the Tier 1 Environmental Phase has been completed, a Tier 2 site-specific analyses will identify station locations and will include Engineering, Design, and Environmental Review with appropriate involvement of affected communities and the public. A Tier 2 Environmental Study is estimated at \$20 million, depending on the level of engineering, and is currently unfunded.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 2, 2019

Page 2

The effort features a Technical Advisory Committee (TAC) which has provided technical feedback throughout this process. TAC members include various stakeholders from local, state, and federal agencies. SBCTA is a member of the TAC, and RCTC has expressed gratitude for our continued participation.

Financial Impact:

This agenda item has no impact on the Fiscal Year 2019/2020 Budget.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on September 12, 2019.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

San Bernardino County Transportation Authority



Coachella Valley-San Gorgonio Pass Rail Corridor Service

Background

In 1991, Riverside County Transportation Commission (RCTC) completed the first in a series of studies to evaluate the feasibility of operating one or two daily intercity rail round trips between Los Angeles and Indio. From 1991 to 2013, RCTC completed additional feasibility studies of the Coachella Valley-San Gorgonio Pass Rail Corridor Service. In July 2016, RCTC, in coordination with Federal Railroad Administration (FRA) and Caltrans, completed the Coachella Valley-San Gorgonio Pass Rail Corridor Service Study Alternatives Analysis (AA) Final Report that evaluated several alternatives for a new intercity rail service between Los Angeles and Indio.



January 2019

Needs and Benefits

Travel on the I-10 corridor is becoming increasingly congested as the Coachella Valley will see an increase in population, employment and tourism. An effective intercity rail service between Los Angeles and the San Gorgonio Pass/Coachella Valley will provide a new travel option that will help meet future mobility needs for residents, business and visitors. In addition, it will also service disadvantaged communities and help the region conform to air quality regulations. The project study area is outlined on the map on the reverse side of this fact sheet.

Program Overview

With the completion of the AA Report, work is under way to prepare the Program Environmental Impact Statement/Program Environmental Impact Report (EIS/EIR) document, consistent with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements. The EIS/EIR will analyze impacts of implementing service.

At the initiation of the Program EIS/EIR process, all interested agencies and the public were invited to participate in public scoping meetings to provide their comments. The comments that were received help refine the Purpose and Need Statement and identify important issues for consideration in the Program EIS/EIR. Currently the program is studying an alternative (see map on reverse) as well as a no build alternative with an anticipated start service in 2024.

This phase of work is being funded through a \$2.9 million grant awarded by the FRA to Caltrans and RCTC in April 2015 and matched by RCTC with \$1.1 million of local funds.

Along with completing the Draft EIS/EIR, a Service Development Plan will be prepared to conceptualize how the service would operate through the Corridor and what infrastructure improvements would be needed to accommodate the new intercity passenger rail service.



Coachella Valley–San Gorgonio Pass Rail Corridor Service

Fast Facts

- **Los Angeles Basin:** 16.5 million population, 7.2 million jobs
- **Coachella Valley:** 443,000 population, 12.2 million annual visitors
- **Trips through Pass:** 130,000 daily
- **Proposed initial daily round-trips:** 2
- **Proposed Rail Travel Time Los Angeles - Indio:** 3 - 3.5 hours
- **Potential host railroads:** Union Pacific, BNSF Railway
- **Current phase:** Program Environmental Document and Service Development Plan

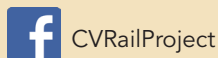
How to Stay Involved

RCTC has formed a Technical Advisory Committee comprised of regional stakeholders and an Ad Hoc Committee of its Commission members. These groups meet periodically to provide feedback about project development.

RCTC always invites comments and feedback from the public throughout the environmental process.

Stay Connected:

Sheldon Peterson, 951-787-7141

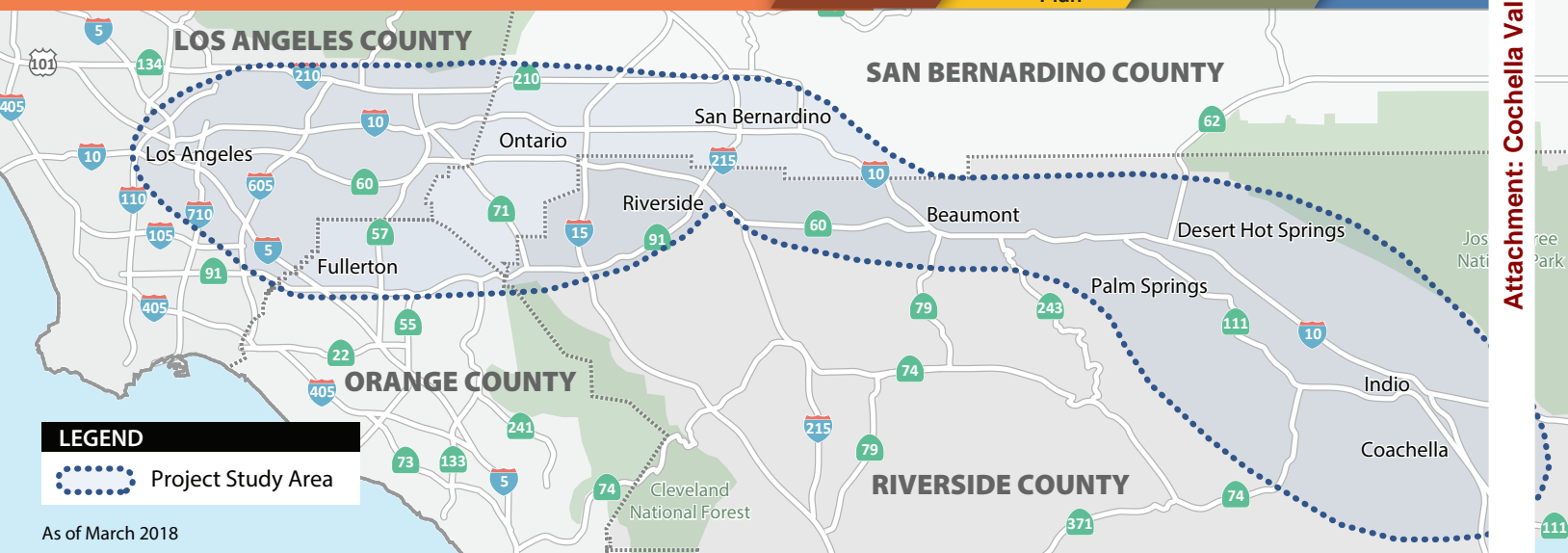


Project Process

The Coachella Valley–San Gorgonio Pass Rail Corridor Service is currently in the early stages of the environmental process and will utilize a tiered NEPA/CEQA approach. “Tiering” is a phased environmental review process often applied for complex transportation projects. In this way, tiering allows for programmatic decisions to be made and broad issues to be identified through an initial (Tier 1) programmatic level analysis, and project-level decisions to be informed by subsequent (Tier 2) site-specific analyses. The Build Alternative will contain a range of possible rail improvements, represented at a conceptual level, including information about the cities and towns to be served and the type of rail service to be provided.

The Build Alternative sets a framework for future investment, but does not identify specific locations for improvement projects or result in any construction. The Tier 1 decision will be followed by site specific, project-level studies (Tier 2). Each Tier 2 project study will involve engineering, design, and environmental review with appropriate involvement of affected communities and the public. Currently, work on the Service Development Plan and Program EIR is anticipated to take approximately three years to complete.

Study Area Map



Initial Project Supporters: Riverside County Transportation Commission • Coachella Valley Association of Governments • California High Speed Rail Authority • Cathedral City • City of Calimesa • City of Coachella • City of Corona • City of Eastvale • City of Jurupa Valley • City of Indian Wells • City of Indio • City of La Quinta • City of Palm Desert • City of Palm Springs • City of Rancho Mirage • City of Temecula • Coachella Valley Economic Partnership • County of Riverside • County of Riverside Supervisors • Greater Palm Springs Convention & Visitors Bureau • LOSSAN Rail Corridor Agency • Metrolink • National Association of Rail Passengers • RailPAC • South Coast Air Quality Management District • Southern California Association of Governments • Southwest Rail Passenger Association

Attachment: Coachella Valley-San Gorgonio Pass Fact Sheet (6090 : Coachella Valley Rail Report)

Minute Action

AGENDA ITEM: 10

Date: *October 2, 2019*

Subject:

Caltrans Electronic Program Supplement Agreement (PSA) and Signature

Recommendation:

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

A. Adopt Resolution No. 20-002 authorizing the Executive Director or designee to execute Program Supplement Agreements in electronic format for specific state-funded projects under Master Agreement No. 17-1001680, based upon SBCTA Board of Directors' prior approval of the specific project, and repealing Resolution No. 17-041.

B. Adopt Resolution No. 20-003 authorizing the Executive Director or designee to execute Program Supplement Agreements in electronic format for specific federal-aid funded projects under Master Agreement No. 17-1001679, based upon SBCTA Board of Directors' prior approval of the specific project and costs, and repealing Resolution 17-042.

Background:

Caltrans Master Agreements establish the general requirements and provisions prescribed by the California State Legislature under which certain federal and state funds are made available for use on local transportation related projects. The Board approved Master Agreements 17-1001679 and 17-1001680 (for federal and state funding, respectively), as well as Resolutions 17-041 and 17-042 on April 5, 2017, authorizing the Executive Director to execute Program Supplement Agreements (PSA) under their respective Master Agreements.

In the past year, Caltrans has undergone a Lean Six Sigma effort to identify ways to improve fund obligation and reimbursement processes. The execution of a PSA for each project was identified as one of the areas for improvements. In an effort to expedite the processing of PSAs and reimbursable funds, Caltrans has decided to no longer mail hardcopies of the PSA. All PSAs will be sent in electronic format. Agencies will also have the option to sign and submit the PSA electronically to Caltrans. This process will save mailing cost and processing time for both Caltrans and SBCTA. It will also avoid the risk of losing hardcopies of the PSA from the mailing process. Staff recommends approval of Resolution Nos. 20-002 and 20-003, which include the repeal of Resolution Nos. 17-041 and 17-042, to authorize the use of electronic PSAs for SBCTA state and federal funded projects.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 11, 2019. SBCTA General Counsel has reviewed this item and the draft Resolutions.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
October 2, 2019
Page 2

Approved
Board of Directors
Date: October 2, 2019
Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 20-002

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DELEGATING AUTHORITY TO SBCTA EXECUTIVE DIRECTOR OR DESIGNEE TO
EXECUTE PROGRAM SUPPLEMENTS TO CALTRANS STATE-FUNDED PROJECTS
MASTER AGREEMENT**

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds may be made available for use on local transportation related projects of public entities, including the San Bernardino County Transportation Authority (SBCTA), qualified to act as recipients of these state funds in accordance with the intent of State law; and

WHEREAS, before state funds will be made available for a specific program project, SBCTA and the State of California acting through the Department of Transportation (Caltrans) are required to enter into a Master Agreement to establish terms and conditions applicable to SBCTA when receiving state funds for a designated Project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, the SBCTA Board approved a Master Agreement No. 17-1001680 between SBCTA and Caltrans on April 5, 2017; and

WHEREAS, the Master Agreement requires SBCTA and Caltrans to enter into a Program Supplement that sets out special covenants as a condition for SBCTA to receive state funds from or through Caltrans for each designated state-funded PROJECT; and

WHEREAS, execution of a Program Supplement by SBCTA and Caltrans shall cause SBCTA to adopt all the terms of the Master Agreement as though fully set forth therein in the Program Supplement; and

WHEREAS, SBCTA adopted Resolution 17-041 on April 5, 2017, delegating authority to approve and execute state-funded project-specific Program Supplements to the SBCTA Executive Director or designee, provided that the SBCTA Board has taken prior action to approve the specific project and project costs; and

WHEREAS, SBCTA desires to delegate authority to approve and execute state-funded project-specific Program Supplements to the SBCTA Executive Director or his designee, and desires such authority to include electronic execution of Program Supplements, provided that the SBCTA Board has taken prior action to approve the specific project and project costs; and

WHEREAS, SBCTA desires to repeal Resolution 17-041.

NOW, THEREFORE, the Board of Directors of the San Bernardino County Transportation Authority resolves as follows:

Section 1. The Executive Director of SBCTA or designee is authorized to execute project-specific Program Supplements, which includes receipt and submittal in digital format with electronic signatures, provided that the SBCTA Board has taken prior action to approve the specific project and project costs.

Section 2. Resolution 17-041 is repealed.

Section 3. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on October 2, 2019.

Darcy McNaboe, President
San Bernardino County Transportation Authority

ATTEST:

Vicki Watson, Clerk of the Board
San Bernardino County Transportation Authority

RESOLUTION NO. 20-003

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DELEGATING AUTHORITY TO SBCTA EXECUTIVE DIRECTOR OR DESIGNEE TO
EXECUTE PROGRAM SUPPLEMENTS TO CALTRANS FEDERAL-AID PROJECTS
MASTER AGREEMENT**

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities, including the San Bernardino County Transportation Authority (SBCTA), qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds will be made available for a specific program project, SBCTA and the State of California acting through the Department of Transportation (Caltrans) are required to enter into a Master Agreement to establish terms and conditions applicable to SBCTA when receiving federal funds for a designated Project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, the SBCTA Board approved a Master Agreement No. 17-1001679 between SBCTA and Caltrans on April 5, 2017; and

WHEREAS, the Master Agreement requires SBCTA and Caltrans to enter into a Program Supplement that sets out special covenants as a condition for SBCTA to receive federal-aid funds from or through Caltrans for each designated federal-aid PROJECT; and

WHEREAS, execution of a Program Supplement by SBCTA and Caltrans shall cause SBCTA to adopt all the terms of the Master Agreement as though fully set forth therein in the Program Supplement; and

WHEREAS, SBCTA adopted Resolution 17-042 on April 5, 2017, delegating authority to approve and execute federal-aid project-specific Program Supplements to the SBCTA Executive Director or designee, provided that the SBCTA Board has taken prior action to approve the specific project and project costs; and

WHEREAS, SBCTA desires to delegate authority to approve and execute federal-aid project-specific Program Supplements to the SBCTA Executive Director or designee, and desires such authority to include electronic execution of Program Supplements, provided that the SBCTA Board has taken prior action to approve the specific project and project costs; and

WHEREAS, SBCTA desires to repeal Resolution 17-042.

NOW, THEREFORE, the Board of Directors of the San Bernardino County Transportation Authority resolves as follows:

Section 1. The Executive Director of SBCTA or designee is authorized to execute project-specific Program Supplements, which includes receipt and submittal in digital format with electronic signatures, provided that the SBCTA Board has taken prior action to approve the specific project and project costs.

Section 2. Resolution 17-042 is repealed.

Section 3. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on October 2, 2019.

Darcy McNaboe, President
San Bernardino County Transportation Authority

ATTEST:

Vicki Watson, Clerk of the Board
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 11

Date: *October 2, 2019*

Subject:

State and Federal Legislative Update

Recommendation:

Receive and file the September 2019 State and Federal Legislative Update.

Background:

STATE UPDATE

As reported at the September 11, 2019 General Policy Committee, the last day for any bill to be passed was September 13th. The legislative interim recess began upon adjournment that day. Governor Newsom has until October 13th to sign or veto bills passed by the Legislature.

Two bills that San Bernardino County Transportation Authority (SBCTA) supported remained active in the legislature. Senate Bill 210 by Senator Leyva, relating to smog check requirements for heavy-duty diesel trucks, and Senate Bill 277 by Senator Beall, relating to Local Partnership Program funding. Both of those bills passed off the Assembly floor, headed to the Senate and now reside with the Governor.

On September 10th, the Senate confirmed David Kim as the new Secretary of the California State Transportation Agency (CalSTA). SBCTA submitted a letter to the Governor in April 2019 supporting Mr. Kim's nomination.

On September 3rd, Governor Newsom appointed Toks Omishakin, from the Tennessee Department of Transportation, to be the next Director of Caltrans.

Legislative Tracking

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (SBCTA) / San Bernardino Council of Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

FEDERAL UPDATE

Congress returned to session on September 9th.

Federal Fiscal Year (FY) 2019 ends on September 30th. The Senate has not marked up any spending bills yet, while the House has passed 10 of 12 Appropriations bills on the floor. The House bills were passed before the budget deal for FY 2020 was reached by congressional leaders and the President in late July. The budget deal provided \$15 billion less for non-defense and \$5 billion less for defense programs than the House bills assumed.

Once the Senate pass their spending bills, leaders from both Houses will have to come together to reconcile the differences in bills into a final FY 2020 funding package. As there are limited working days before the September 30th deadline, Congress will likely pass a Continuing Resolution to fund the government through late November or early December.

Financial Impact:

This item has no financial impact on the adopted Fiscal Year 2019/2020 budget.

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

Board of Directors Agenda Item
October 2, 2019
Page 2

Reviewed By:

This item was received by the General Policy Committee on September 11, 2019.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 17, 2019

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 252 (Daly)	Indefinitely 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.	Signed by the Governor. (7/31/19)	Support	3/4/2019
AB 1402 (Petrie-Norris)	Would revise the percentages of funding distribution for the State Active Transportation Program to 75% to MPO's based on population, 15% to rural counties and for 10% statewide competitive grants.	Failed policy committee deadline - two-year bill. (4/26/19)	Support	4/1/2019
SB 152 (Beall)	Would revise the percentages of funding distribution for the State Active Transportation Program to 75% to MPO's based on population, 15% to rural counties and for 10% statewide competitive grants.	Failed policy committee deadline - two-year bill. (5/17/19)	Support	4/1/2019
AB 1457 (Reyes)	Would create the Omnitrans Transit District as a statutory entity.	Failed policy committee deadline - two-year bill. (7/10/19)	Support	4/5/2019
SB 732 (Allen)	Would give the Board of the South Coast Air Quality Management District (SCAQMD) the authority to place a measure on the ballot to levy up to a 1 cent sales tax to fund SCAQMD programs.	Failed policy committee deadline - two-year bill. (4/30/19)	Oppose	4/5/2019

Attachment: Bill position matrix 9-17 (6098 : State and Federal Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 17, 2019

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1568 (MCCarty)	Would link a city or county's eligibility for state grant funding to the jurisdiction's general plan housing element compliance.	Failed policy committee deadline - two-year bill. (5/17/19)	Oppose	4/10/2019
SB 531 (Glazer)	Prohibits a local agency from entering into any agreement that results, directly or indirectly, in the diversion of Bradley-Burns local tax revenues to a retailer in exchange for that retailer locating or continuing to maintain a place of business within the local jurisdiction.	Passed out of Assembly Revenue & Taxation Committee and referred to Assembly Floor. (7/10/19)	Oppose	5/15/2019
SB 210 (Leyva)	Would require California Air Resources Board to adopt and implement a regulation for a Heavy-Duty Vehicle Inspection and Maintenance Program (HDVIMP) for non-gasoline, heavy-duty, on-road motor vehicles with a gross vehicle weight rating of more than 14,000 pounds.	Assembly amendments concurred in Senate and sent to Governor's desk. (9/13/19)	Support	5/15/2019
SB 404 (Chang)	Would require California Department of Parks and Recreation to assist in aquairing four land parcels to add 1,878 acres to the Chino Hills State Park.	Failed policy committee deadline - two-year bill. (5/17/19)	Support	5/15/2019
SB 277 (Beall)	Would clarify the legislative intent of the Local Partnership Program within SB 1 and require that program funds be distributed by formula based on population or other factors.	Assembly amendments concurred in Senate and sent to Governor's desk. (9/11/19)	Support	6/7/2019

Attachment: Bill position matrix 9-17 (6098 : State and Federal Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 17, 2019

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 664 (Allen)	Would clarify the way that personally identifiable information (PII) can be used while operating toll facilities and systems. Also provides greater specificity on exactly what types of information can be shared as part of the intrastate/interstate interoperability process among toll agencies	Failed deadline to be passed out of second house - two-year bill. (9/13/19)	Support	6/7/2019

Attachment: Bill position matrix 9-17 (6098 : State and Federal Legislative Update)

Status Report

Tuesday, September 17, 2019

AB 11 Chiu D (Dist. 17) Community Redevelopment Law of 2019.

Location: ASSEMBLY 2 YEAR

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 Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined.

Position: Watch

AB 21 Obernalte R (Dist. 33) Driver's licenses: veteran designation.

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 allows an in-person applicant for a driver's license or identification card to request the word "VETERAN" be printed on the face of the driver's license or identification card, subject to certain requirements, including, among others, verification of veteran status, as specified, and payment of a \$5 fee, which the department is authorized to increase by regulation, in an amount not to exceed \$15, as specified. Commencing July 1, 2019, existing law prohibits a fee from being charged for that request if certain criteria are met. This bill would make the payment of a fee by any veteran inoperative no later than July 1, 2020, and repeal the law on January 1, 2021, thereby indefinitely requiring the department to make a veteran designation on a verified applicant's license, without charge. The bill also would make technical and conforming changes.

Position: Watch

AB 36 Bloom D (Dist. 50) Residential tenancies: rent control.

Location: ASSEMBLY RLS.

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

The Costa-Hawkins Rental Housing Act prescribes statewide limits on the application of local rent control with regard to certain properties. This bill would modify those provisions to authorize an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that has been issued its first certificate of occupancy within 20 years of the date upon which the owner seeks to establish the initial or subsequent rental rate, or for a dwelling or unit that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision and the owner is a natural person who owns 10 or fewer residential units within the same jurisdiction as the dwelling or unit for which the owner seeks to establish the initial or subsequent rental rate, subject to certain exceptions.

AB 40 Ting D (Dist. 19) Air Quality Improvement Program: Clean Vehicle Rebate Project.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: ASSEMBLY 2 YEAR

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

Current law establishes the Air Quality Improvement Program that is administered by the State Air Resources Board for the purposes of funding projects related to, among other things, the reduction of criteria air pollutants and improvement of air quality. Pursuant to its existing statutory authority, the state board has established the Clean Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to promote the use of zero-emission vehicles by providing rebates for the purchase of new zero-emission vehicles. This bill would declare it is the policy of the state to place at least 5,000,000 zero-emission vehicles on state roads by 2030 and 10,000,000 zero-emission vehicles on state roads by 2035.

Position: Watch

AB 64 Fong R (Dist. 34) State project audits.

Location: ASSEMBLY 2 YEAR

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

Would require the California State Auditor to examine and audit a state contract involving the expenditure of public funds in excess of \$500,000,000 entered into by a state agency, board, commission, or department within one year of the date of final payment under a contract. The bill would make other nonsubstantive changes.

AB 68 Ting D (Dist. 19) Land use: accessory dwelling units.

Location: ASSEMBLY ENROLLMENT

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

The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and requires such an ordinance to impose standards on accessory dwelling units, including, among others, lot coverage. Current law also requires such an ordinance to require that the accessory dwelling units to be either attached to, or located within, the living area of the proposed or existing primary dwelling, or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

AB 69 Ting D (Dist. 19) Land use: accessory dwelling units.

Location: SENATE 2 YEAR

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

Current law requires the Department of Housing and Community Development to propose building standards to the California Building Standards Commission, and to adopt, amend, or repeal rules and regulations governing, among other things, apartment houses and dwellings, as specified. This bill would require the department to propose small home building standards governing accessory dwelling units smaller than 800 square feet, junior accessory dwelling units, and detached dwelling units smaller than 800 square feet, as specified, and to submit the small home building standards to the California Building Standards Commission for adoption on or before January 1, 2021.

AB 139 Quirk-Silva D (Dist. 65) Emergency and Transitional Housing Act of 2019.

Location: ASSEMBLY ENROLLMENT

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

Current law authorizes a local government to impose only those development and management standards that apply to residential or commercial development within the same zone, however, a local government may impose specified

objective standards, including standards for off-street parking based on demonstrated need, as specified. This bill would instead authorize a local government to apply a written objective standard that provides sufficient parking to accommodate the staff working in the emergency shelter, except as provided.

AB 145 Frazier D (Dist. 11) High-Speed Rail Authority: Senate confirmation.

Location: ASSEMBLY 2 YEAR

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

Current law creates the High-Speed Rail Authority with specified powers and duties relative to development and implementation of a high-speed train system. The authority is composed of 11 members, including 5 voting member appointed by the Governor, 4 voting members appointed by the Legislature, and 2 nonvoting legislative members. This bill would provide that the members of the authority appointed by the Governor are subject to appointment with the advice and consent of the Senate.

Position: Watch

AB 146 Quirk-Silva D (Dist. 65) State highways: property leases: County of Orange.

Location: ASSEMBLY 2 YEAR

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

Would authorize the Department of Transportation to lease airspace under a freeway, or real property acquired for highway purposes, in the County of Orange, that is not excess property, to a city located in the County of Orange, the County of Orange, a political subdivision of the state whose jurisdiction is located in the County of Orange, or another state agency for purposes of an emergency shelter or feeding program, subject to certain conditions. The bill would specifically authorize the Orange County Housing Finance Trust to enter into these leases.

AB 147 Burke D (Dist. 62) Use taxes: collection: retailer engaged in business in this state: marketplace facilitators.

Location: ASSEMBLY CHAPTERED

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

Would specify that, on and after April 1, 2019, a retailer engaged in business in this state includes any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property for delivery in this state by the retailer and all persons related to the retailer that exceed \$500,000. The bill would allow the California Department of Tax and Fee Administration to grant relief to certain retailers engaged in business in this state for specified interest or penalties imposed on use tax liabilities due and payable for tax reporting periods beginning April 1, 2019 and ending December 31, 2022.

Position: Watch

AB 148 Quirk-Silva D (Dist. 65) Regional transportation plans: sustainable communities strategies.

Location: ASSEMBLY 2 YEAR

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

Current law requires certain transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system. Current law requires the regional transportation plan to include, if the transportation planning agency is also a metropolitan planning organization, a sustainable communities strategy. This bill would require each sustainable communities strategy to identify areas within the region sufficient to house an 8-year projection of the emergency shelter needs for the region, as specified

Position: Watch

AB 149 Cooper D (Dist. 9) Controlled substances: prescriptions.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: ASSEMBLY CHAPTERED

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

Current law classifies certain controlled substances into designated schedules. Current law requires prescription forms for controlled substance prescriptions to be obtained from security printers approved by the department, as specified. Current law requires those prescription forms to be printed with specified features, including a uniquely serialized number. This bill would delay the requirement for those prescription forms to include a uniquely serialized number until a date determined by the Department of Justice that is no later than January 1, 2020. The bill would require, among other things, the serialized number to be utilizable as a barcode that may be scanned by dispensers.

Position: Watch

AB 168 [Aguiar-Curry D \(Dist. 4\)](#) **Housing: streamlined approvals.**

Location: SENATE 2 YEAR

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

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. Prior to the release of a negative declaration, mitigated negative declaration, or an EIR for a project, CEQA requires the lead agency to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, as provided. Current law provides that a development subject to the streamlined ministerial approval process described above is not subject to CEQA. This bill would require a development proponent, before submitting an application for streamline approval described above, to submit notice of its intent to submit an application under these provisions, which must provide a description and the location of the proposed development. The bill would require, after that notice is received by the local government, a local government and California Native American tribe to engage in a scoping consultation, as defined, regarding the potential effects the proposed development could have on a potential tribal cultural resource.

AB 172 [Voepel R \(Dist. 71\)](#) **Speed limits: rural areas.**

Location: ASSEMBLY 2 YEAR

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

Would authorize a person to drive a motortruck or truck tractor having 3 or more axles, or a motortruck or truck tractor drawing any other vehicle, in rural areas at a speed of up to 65 miles per hour. The bill would also make conforming changes.

AB 180 [Gipson D \(Dist. 64\)](#) **Institutional and community corrections: Smart Justice Student Program.**

Location: ASSEMBLY 2 YEAR

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

Would establish, until January 1, 2025, the Smart Justice Student Program that would require the Board of State and Community Corrections to solicit proposals for postsecondary education programs among the University of California, the California State University, and the California Community Colleges to receive funding, with the intent of directly serving individuals who are or have been incarcerated, or are currently on parole, probation, or other form of supervised release.

AB 185 [Grayson D \(Dist. 14\)](#) **California Transportation Commission: transportation and transportation-related policies: joint meetings.**

Location: ASSEMBLY ENROLLED

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

Current law creates the California Transportation Commission, with various powers and duties relative to the programming of transportation capital projects and allocation of funds to those projects pursuant to the state transportation improvement program and various other transportation funding programs. Existing law requires the commission and the State Air Resources Board to hold at least 2 joint meetings per calendar year to coordinate their implementation of transportation policies. This bill would instead require the commission, the state board, and representative from the Department of Housing and Community Development to hold those joint meetings to coordinate their implementation of policies that jointly affect transportation, housing, and air quality.

AB 191 Patterson R (Dist. 23) Building standards: exemptions: rebuilding after disasters.

Location: ASSEMBLY 2 YEAR

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

Current law, the State Housing Law, establishes statewide construction and occupancy standards for buildings used for human habitation, including energy conservation and fire prevention requirements relating to energy efficiency and the installation of interior sprinklers. This bill would, until January 1, 2030, exempt homes that meet specified requirements and are being rebuilt after wildfires or specified emergency events that occurred on or after January 1, 2017, from meeting certain current building standards.

AB 195 Patterson R (Dist. 23) Department of Housing and Community Development: housing bond programs.

Location: SENATE 2 YEAR

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

Current law requires the Department of Housing and Community Development, on or before December 31 of each year, to submit an annual report containing specified information to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to include in those annual reports specified information relating to grant-based programs administered by the department, including the amount of the original awards to recipients, the portions not yet disbursed to recipients, and an estimate of how many individuals could benefit from the remaining balance.

AB 213 Reyes D (Dist. 47) Local government finance: property tax revenue allocations: vehicle license fee adjustments.

Location: SENATE 2 YEAR

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

Would, for the 2019–20 fiscal year, require the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount in the 2018–19 fiscal year, the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018–19 fiscal year to the 2018–19 fiscal year, and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17.

AB 226 Mathis R (Dist. 26) Registration renewal fees: exemptions.

Location: ASSEMBLY 2 YEAR

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

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Current law requires the Department of Motor Vehicles to notify the registered owner of each vehicle, except as specified, of the date that the registration renewal fees for the vehicle are due. Current law generally exempts vehicles that are owned by certain persons, including disabled veterans, former American prisoners of war, and recipients of the Congressional Medal of Honor, from fees imposed under the Vehicle Code, except as specified. This bill would also exempt those vehicles from any other fees that are assessed as part of the registration renewal fee, as stated in the registration renewal notice mailed by the department.

Position: Watch

AB 246 Mathis R (Dist. 26) State highways: property leases.

Location: ASSEMBLY 2 YEAR

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

Would y authorize the Department of Transportation to offer a lease on a right of first refusal basis of any airspace under a freeway, or real property acquired for highway purposes, located in a disadvantaged community, that is not excess property to the city or county in which the disadvantaged community is located for purposes of an emergency shelter or feeding program, or for park, recreational, or open-space purposes for a rental amount of \$1 per month, subject to certain conditions.

AB 252 Daly D (Dist. 69) Department of Transportation: environmental review process: federal program.

Location: ASSEMBLY CHAPTERED

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

Current federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states may assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Current law, until January 1, 2020, provides that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the program. This bill would extend the operation of these provisions indefinitely.

Position: Support

AB 254 Quirk-Silva D (Dist. 65) Warewashing machines: water reuse.

Location: SENATE 2 YEAR

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

Would authorize water from a warewashing machine to be reused on the same warewashing machine, for pre-rinse purposes only, if an attendant is onsite to control the reuse of the water for pre-rinse purposes and a written disclosure notice is posted, as specified. By imposing conditions on the reuse of water from a warewashing machine, the violation of which would be a crime, this bill would impose a state-mandated local program.

AB 285 Friedman D (Dist. 43) California Transportation Plan.

Location: ASSEMBLY ENROLLED

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 to address in the California Transportation Plan how the state will achieve maximum feasible emissions reductions in order to attain a statewide reduction of greenhouse gas emissions of 40% below 1990 levels by the end of 2030 and how the plan is consistent with, and supports attaining, all state ambient air quality standards and national ambient air quality standards in all areas of the state as described in California’s state implementation plans required by the federal Clean Air Act.

AB 287 Voepel R (Dist. 71) Public employees’ retirement: annual audits.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: ASSEMBLY 2 YEAR

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

Current law requires each state and local public pension or retirement system, on and after the 90th day following the completion of the annual audit of the system, to provide a concise annual report on the investments and earnings of the system, as specified, to any member who makes a request and pays a fee, if required, for the costs incurred in preparation and dissemination of that report. This bill would also require each state and local pension or retirement system to post a concise annual audit of the information described above on that system’s internet website no later than the 90th day following the audit’s completion.

Position: Watch

AB 296 Cooley D (Dist. 8) Climate change: Climate Innovation Grant Program: voluntary tax contributions.

Location: ASSEMBLY ENROLLED

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

Current law authorizes an individual to contribute amounts in excess of their personal income tax liability for the support of specified funds. Current law requires any new or extended voluntary contribution to include the words "voluntary tax contribution" in the name of the fund, to require the administering agency to include specified information about the fund on its internet website, to continuously appropriate from the fund the contributions made to the administering agency, to set a minimum contribution amount for the continuation of any voluntary tax contribution on the tax return form, and to include a generally applicable repeal date for a voluntary tax contribution. This bill would establish the Climate Innovation Grant Program, to be administered by the Strategic Growth Council or another entity identified by the council that it determines to have the appropriate skills necessary to successfully implement this program.

AB 335 Garcia, Eduardo D (Dist. 56) Imperial County Transportation Commission.

Location: ASSEMBLY CHAPTERED

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

Current law requires the Imperial County Transportation Commission to prepare a short-range transportation plan and a specified short-range transit plan, and to administer certain transportation moneys. Current law authorizes the commission to use up to 3% of those transportation moneys for purposes of carrying out its planning and programming responsibilities. This bill would expressly limit the use of those transportation moneys to only its transportation planning and programming responsibilities. The bill would authorize the commission, in cooperation with local agencies, as defined, that elect to participate, to assist those agencies in the coordination, administration, and implementation of programs and policies.

Position: Watch

AB 352 Garcia, Eduardo D (Dist. 56) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.

Location: SENATE E.Q.

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

Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,920,000,000 pursuant to the State General Obligation Bond Law to finance a wildlife prevention, safe drinking water, drought preparation, and flood protection program. The bill would provide for the submission of these provisions to the voters at the November 3, 2020, statewide general election. The bill would provide that its provisions are severable

AB 355 Daly D (Dist. 69) Public Employment Relations Board: Orange County Transportation Authority.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: ASSEMBLY ENROLLED

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

Would require employers and employees of the Orange County Transportation Authority to adjudicate complaints of specified labor violations before PERB as an unfair practice and would authorize specified parties aggrieved by PERB’s decision or order to petition for relief from that decision or order, as provided. By requiring the authority to adjudicate claims before PERB, this bill would impose a state-mandated local program.

AB 371 Frazier D (Dist. 11) Transportation: freight: statewide economic growth, prosperity, and resiliency assessment.

Location: ASSEMBLY 2 YEAR

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

Would require GO-Biz, in consultation with the State Air Resources Board, the California Transportation Commission, and the Transportation Agency, to prepare a statewide economic growth, prosperity, and resiliency assessment of the California freight sector on or before December 31, 2021, and to update the assessment at least once every 5 years. The bill would require the assessment to identify specified information, and would require the office, in developing the assessment, to consult with the Legislature and representatives from a cross section of public and private sector freight stakeholders.

AB 380 Frazier D (Dist. 11) Office of the Transportation Inspector General.

Location: ASSEMBLY 2 YEAR

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

Would eliminate the Independent Office of Audits and Investigations and would instead create the Independent Office of the Transportation Inspector General in state government, as an independent office that would not be a subdivision of any other government entity, to ensure that specified state agencies and all external entities that receive state and federal transportation funds are operating efficiently, effectively, and in compliance with federal and state laws.

Position: Watch

AB 422 Frazier D (Dist. 11) High-speed rail: performance measurement dashboards.

Location: SENATE 2 YEAR

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

Current law requires the High-Speed Rail Authority to establish an independent peer review group for purposes of reviewing the planning, engineering, financing, and other elements of the authority’s plans and issuing an analysis of the appropriateness and accuracy of the authority’s assumptions and an analysis of the viability of the authority’s funding plan, including the funding plan for each corridor. This bill would require the authority, in consultation with the peer review group, to develop and update quarterly a set of summary performance measurement dashboards that show ongoing performance of the project and post on its internet website full sets of the summary performance measurement dashboards.

AB 437 Wood D (Dist. 2) Move-In Loan Program.

Location: SENATE 2 YEAR

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

Would establish the Move-In Loan Program for the purpose of providing grants to eligible nonprofit organizations to be used to provide no-interest loans to eligible applicants to afford the security deposit and first month’s rent for a

rental dwelling. The bill, upon appropriation by the Legislature, would require the Department of Housing and Community Development to administer the program and to determine the standards for the program, as specified, and would require the department to control selection of, eligible nonprofit organization applicants to receive a grant to administer a loan program, as specified.

AB 456 Chiu D (Dist. 17) Public contracts: claim resolution.

Location: ASSEMBLY ENROLLED

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

Current law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Current law establishes, until January 1, 2020, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project against a public entity, as defined. Current law defines a claim for these purposes as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified. This bill would extend the operation of this claim resolution process until January 1, 2027.

AB 485 Medina D (Dist. 61) Local government: economic development subsidies.

Location: ASSEMBLY ENROLLED

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

Current law requires each local agency, as defined, to provide specified information to the public before approving an economic development subsidy within its jurisdiction, and to, among other things, hold hearings and report on those subsidies, as provided. Current law defines “economic development subsidy” for these purposes to mean any expenditure of public funds or loss of revenue to a local agency in the amount of \$100,000 or more, for the purpose of stimulating economic development within the jurisdiction of a local agency, as provided. This bill, on and after January 1, 2020, would similarly require each local agency to provide specified information to the public before approving an economic development subsidy for a warehouse distribution center, as defined, and to, among things, hold hearings and report on those subsidies, as provided.

AB 553 Melendez R (Dist. 67) High-speed rail bonds: housing.

Location: ASSEMBLY TRANS.

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

Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase I blended system.

AB 578 Mullin D (Dist. 22) Teachers: The California STEM Teaching Pathway Act of 2019.

Location: ASSEMBLY 2 YEAR

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

Would establish the California STEM Teaching Pathway for purposes of recruiting, preparing, supporting, and retaining qualified science, technology, engineering, and mathematics (STEM) professionals, including military veterans, as mathematics, science, engineering, and computer science teachers in California. The bill would authorize various activities as part of the California STEM Teaching Pathway.

Position: Watch

AB 600 Chu D (Dist. 25) Local government: organization: disadvantaged unincorporated communities.

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

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the authority and procedure for the initiation, conduct, and completion of changes of organization, reorganization, and sphere of influence changes for cities and districts, as specified. Existing law prohibits a local agency formation commission from approving an annexation to a city of any territory greater than 10 acres, or as determined by commission policy, where there exists a disadvantaged unincorporated community that is contiguous to the area of proposed annexation, unless an application to annex the disadvantaged unincorporated community into the subject city has been filed. Under existing law, an application to annex a contiguous disadvantaged community is not required if, among other things, the commission finds that a majority of the registered voters within the disadvantaged unincorporated community are opposed to the annexation, as specified. This bill would clarify that the prohibition on approving an annexation involving a disadvantaged unincorporated community, as described above, applies to the annexation of territory greater than 10 acres, or smaller as determined by commission policy.

AB 626 Quirk-Silva D (Dist. 65) Conflicts of interest.

Location: ASSEMBLY 2 YEAR

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

Current law prohibits members of the Legislature, and state, county, district, judicial district, and city officers or employees, from being financially interested in a contract, as specified, made by them in their official capacity or by any body or board of which they are members, subject to specified exceptions. Current prohibits an officer or employee from being deemed to have an interest in a contract if the person’s interest is one of certain types. This bill would prohibit an officer or employee from being deemed interested in a contract, as described above, if the interest is that of an engineer, geologist, architect, landscape architect, land surveyor, or planner, performing specified services on a project, including preliminary design and preconstruction services, when proposing to perform services on a subsequent portion or phase of the project, if the work product for prior phases is publicly available.

AB 659 Mullin D (Dist. 22) Transportation: emerging transportation technologies: California Smart City Challenge Grant Program.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	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, 2020, to guide the commission on program matters, as specified. The bill would require the commission, in consultation with the workgroup, to develop guidelines on or before March 1, 2021, for the program, which would not be subject to the Administrative Procedure Act, and would authorize the commission to revise them as necessary.

AB 725 Wicks D (Dist. 15) General plans: housing element: above moderate-income housing: suburban and metropolitan jurisdictions.

Location: ASSEMBLY 2 YEAR

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

The Planning and Zoning Law requires that the housing element include, among other things, an inventory of land suitable for residential development, to be used to identify sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction’s share of the regional housing need determined pursuant

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

to specified law. This bill would prohibit more than 20% of a suburban or metropolitan jurisdiction’s share regional housing need for above moderate-income housing from being allocated to sites with zoning restricted to single-family development.

AB 742 Cervantes D (Dist. 60) Place-Based Economic Strategies Act.

Location: ASSEMBLY 2 YEAR

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

Would enact the Place-Based Economic Strategies Act, which would create the Office of Place-Based Economic Strategies, headed by the deputy director of the Office of Place-Based Economic Strategies, for the purposes of supporting place-based and other geographically targeted economic development programs, including, but not limited to, federal California Promise and California Opportunity Zones. The bill would require the office to serve as a liaison between community and economic stakeholders and the state agencies that oversee programs and offer services that are intended to finance and support business and economic development needs, as specified.

AB 752 Gabriel D (Dist. 45) Public transit: transit stations: lactation rooms.

Location: ASSEMBLY ENROLLMENT

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

Would require specific multimodal transit stations, and multimodal transit stations that meet certain criteria, that begin construction or a renovation on or after January 1, 2021, to include a lactation room. To the extent the bill imposes additional duties on a local agency, the bill would impose a state-mandated local program.

Position: Watch

AB 753 Garcia, Eduardo D (Dist. 56) Tribal gaming: compact ratification.

Location: ASSEMBLY ENROLLED

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

Would ratify a specified amendment to the tribal-state gaming compact entered into between the State of California and the Cabazon Band of Mission Indians, executed on August 21, 2019. The bill would provide that, in deference to tribal sovereignty, certain actions are not projects for the purposes of CEQA.

AB 784 Mullin D (Dist. 22) Sales and use taxes: exemption: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

Location: ASSEMBLY ENROLLMENT

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

Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would, until January 1, 2024, provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies. The bill would provide that this exemption does not apply to specified state sales and use taxes from which the proceeds are deposited into the Local Revenue Fund, the Local Revenue Fund 2011, or the Local Public Safety Fund.

Position: Watch

AB 816 Quirk-Silva D (Dist. 65) California Flexible Housing Subsidy Pool Program.

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 establish the California Flexible Housing Subsidy Pool Program within the Department of Housing and Community Development for the purpose of making grants available to applicants, defined to include a city, county, city and county, or continuum of care, for eligible activities including, among other things, rental assistance, operating subsidies in new and existing affordable or supportive housing units, and specified outreach services. The bill would continuously appropriate \$450,000,000 from the General Fund every fiscal year to the department for purposes of the program, and set forth how these funds must be allocated.

AB 821 O'Donnell D (Dist. 70) Transportation: Trade Corridor Enhancement Account: project nomination: California Port Efficiency Program.

Location: ASSEMBLY 2 YEAR

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

Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would require the commission to allocate not less than 10% of the funds that are required to be allocated to project nominated by the department to projects nominated pursuant to the California Port Efficiency Program, which this bill would create

AB 839 Mullin D (Dist. 22) Climate adaptation strategy: strategic resiliency framework: Resiliency through Adaptation, Economic Vitality, and Equity Account.

Location: SENATE 2 YEAR

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

Current law requires the Natural Resources Agency to update every 3 years the state’s climate adaptation strategy, known as the Safeguarding California Plan, to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. This bill would require the Secretary of the Natural Resources Agency, on or before July 1, 2021, to review the plan and develop a strategic resiliency framework, as specified. The bill would require updates to the plan to include, among other things, a review of the progress made implementing past plans and an evaluation of each lead agency’s lead adaptation efforts, as well as a detailed description of the framework developed by the secretary.

AB 847 Grayson D (Dist. 14) Housing: transportation-related impact fees grant program.

Location: ASSEMBLY 2 YEAR

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

Would require the Department of Housing and Community Development , upon appropriation by the Legislature, to establish a competitive grant program to award grants to cities and counties to offset up to 100% of any transportation-related impact fees exacted upon a qualifying housing development project, as defined, by the local jurisdiction.

AB 931 Boerner Horvath D (Dist. 76) Local boards and commissions: representation: appointments.

Location: ASSEMBLY ENROLLED

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

Current law establishes the policy of the Legislature to ensure equal access to specific information about the many local regulating and advisory boards, commissions, and committees and to ensure equal opportunity to be informed

of vacancies on those boards. Current law requires each legislative body of a local agency to prepare an appointments list of all regular and ongoing boards, commissions, and committees that are appointed by the legislative body of the local agency. This bill, on and after January 1, 2030, would require, with respect to a city with a population of 50,000 or more, that the city not appoint members of nonsalaried, nonelected boards or commissions consisting of 5 or more members such that individuals of the same gender identity comprise more than 60% of the board or commission's membership.

AB 970 Salas D (Dist. 32) California Department of Aging: grants: transportation.

Location: ASSEMBLY ENROLLED

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

Current law establishes certain wellness, injury prevention, and other programs within the California Department Of Aging to serve both older individuals and persons with a disability, as defined. This bill would make grant awards available under the State Air Resources Board's Clean Mobility Options program for disadvantaged communities and low-income communities to eligible applicants, including, but not limited to, area agencies on aging and public transit operators. The grant awards would be used to fund transportation to and from nonemergency medical services for older individuals and persons with a disabilities, for the purpose of reducing greenhouse gas emissions.

AB 992 Mullin D (Dist. 22) Open meetings: local agencies: social media.

Location: ASSEMBLY 2 YEAR

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

The Ralph M. Brown Act generally requires that the meetings of legislative bodies of local agencies be conducted openly. That act defines "meeting" for purposes of the act and prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. This bill would provide that the prohibition described above does not apply to the participation, as defined, in an internet-based social media platform, as defined, by a majority of the members of a legislative body, provided that a majority of the members do not discuss among themselves, as defined, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

AB 1013 Obernolte R (Dist. 33) State agencies: grant applications.

Location: ASSEMBLY ENROLLED

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

Current law authorizes various state agencies to award grant money for various purposes. This bill would prohibit a state agency from permitting an evaluator to review a discretionary grant application submitted by an organization or a person for which the evaluator was a representative, voting member, or staff member within the 2-year period preceding receipt of that application.

Position: Watch

AB 1025 Grayson D (Dist. 14) Transportation: California Transportation Commission: San Ramon Branch Corridor: reimbursement.

Location: ASSEMBLY ENROLLED

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

Current law creates the California Transportation Commission, with various powers and duties relative to the programming of transportation capital projects and the allocation of funds to those projects, pursuant to the state transportation improvement program and various other transportation funding programs. Through certain commission resolutions, the commission allocated moneys appropriated to it in the 1980s from the Transportation

Planning and Development Account to the County of Contra Costa for the acquisition of a specified right-of-way and for associated projects, relating to the San Ramon Branch Corridor. Those resolutions require the county to reimburse the state if the county fails to meet specified conditions. This bill would relinquish the rights of the state to reimbursement pursuant to those resolutions.

AB 1056 Garcia, Eduardo D (Dist. 56) Speed laws: residence districts.

Location: ASSEMBLY 2 YEAR

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

Would authorize the County of Imperial to implement a demonstration project to expand the definition of a residence district for purposes of existing speed laws to include any portion of a highway and the property contiguous to that highway, with at least 13 separate dwelling houses or business structures located upon both sides of the property contiguous to the highway, collectively, within a distance of 1/4 mile.

AB 1089 Stone, Mark D (Dist. 29) Santa Cruz Metropolitan Transit District.

Location: ASSEMBLY CHAPTERED

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

Would require the Santa Cruz Metropolitan Transit District’s purchase of supplies, equipment, and materials exceeding \$50,000, instead of \$25,000, to be by contract let to either the lowest responsible bidder or to the responsible bidder that submits a proposal that provides the best value to the district. The bill would require the district to obtain a minimum of 3 quotations, as specified, for a procurement exceeding \$5,000 and, in the case of the purchase of supplies, equipment, or materials, not exceeding \$50,000 or, in the case of the construction of facilities and works, not exceeding \$10,000.

AB 1112 Friedman D (Dist. 43) Shared mobility devices: local regulation.

Location: SENATE 2 YEAR

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

Current law generally regulates the operation of bicycles, electric bicycles, motorized scooters, and electrically motorized boards. Current law allows local authorities to regulate the registration, parking, and operation of bicycle and motorized scooters in a manner that does not conflict with state law. This bill would define a “shared mobility device” as a bicycle, electric bicycle, motorized scooter, electrically motorized board, or other similar personal transportation device, that is made available to the public for shared use and transportation, as provided.

AB 1142 Friedman D (Dist. 43) Regional transportation plans: transportation network companies.

Location: SENATE 2 YEAR

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

Current law requires a regional transportation plan to include a policy element, an action element, a financial element, and, if the transportation planning agency is also a metropolitan planning organization, a sustainable communities strategy. Under current law, the policy element describes the transportation issues in the region, identifies and quantifies regional needs, and describes the desired short-range and long-range transportation goals, as well as pragmatic objective and policy statements. Current law authorizes the policy element of transportation planning agencies with populations that exceed 200,000 persons to quantify a set of specified indicators. This bill would authorize the inclusion of an additional indicator regarding measures of policies to increase use of existing transit.

AB 1177 Frazier D (Dist. 11) Planning and zoning: housing development: streamlined approval.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	11.b
	1st House				2nd House								

Current law, until January 1, 2026, authorizes a development proponent to submit an application for a multifamily housing development, which satisfies specified objective planning standards, that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit. Under current law, those objective planning standards include that the development proponent must certify both (1) that the development is either a public work, for purposes of specified law, or that all construction workers employed in the execution of the development will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area and (2) that if the development meets certain conditions, a skilled and trained workforce, as defined, will be used to complete the development if the application is approved, as provided. Existing law exempts from any requirement to pay prevailing wages or use a skilled and trained workforce a project that includes 10 or fewer units and is not a public work. This bill would delete the requirement that a skilled and trained workforce be employed on any project subject to these provisions.

AB 1198 Stone, Mark D (Dist. 29) Public employees' retirement: pension reform: excepted employees: transit workers.

Location: ASSEMBLY 2 YEAR

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

Would except transit workers hired before January 1, 2016, from PEPRA by removing the federal district court contingency language from the provision excepting certain transit workers from PEPRA, as specified.

Position: Watch

AB 1237 Aguiar-Curry D (Dist. 4) Greenhouse Gas Reduction Fund: guidelines.

Location: ASSEMBLY ENROLLED

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

Current law requires the Department of Finance to annually submit a report to the appropriate committees of the Legislature on the status of the projects funded with moneys from the Greenhouse Gas Reduction Fund. This bill, no later than January 1, 2021, would require an agency that receives an appropriation from the Greenhouse Gas Reduction Fund to post on the internet website of the agency's program from which moneys from the fund are being allocated the guidelines, as specified, for how moneys from the fund are allocated for competitive financing programs, as specified.

AB 1239 Cunningham R (Dist. 35) Planning and zoning: housing element.

Location: ASSEMBLY 2 YEAR

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

The Planning and Zoning Law law requires that the housing element, among other things, sets forth a schedule of actions during the planning period that the local government is undertaking or intends to undertake to implement the policies and achieve the goals of the housing element, as provided. Current law authorizes the Department of Housing and Community Development to allow a city or county to substitute the provision of units for up to 25% of the community's obligation to identify adequate sites for any income category in its housing element pursuant to a schedule of actions. This bill would additionally authorize the department to allow a city or county to substitute the provision of units for up to 25% of the community's obligation to identify adequate sites for any income category under the above-described schedule of actions if the governing body of the city or county has adopted both (1) an ordinance that implements requirements under state law, as well as any applicable requirements of the city or county relating to accessory dwelling units and meets certain requirements and (2) an ordinance establishing a permitting process and appropriate standards to regulate short-term rentals of single-family dwellings in order to accomplish

specified objectives. The bill would also make various nonsubstantive changes.

AB 1244 Fong R (Dist. 34) Environmental quality: judicial review: housing projects.

Location: ASSEMBLY 2 YEAR

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 housing project for which an environmental impact report has been certified, unless the court makes specified findings.

AB 1277 Obernolte R (Dist. 33) Transportation projects: oversight committees.

Location: ASSEMBLY 2 YEAR

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

Would require a public agency administering a megaproject, which the bill would define as a transportation project with total estimated development and construction costs exceeding \$1,000,000,000, to take specified actions to manage the risks associated with the megaproject, including establishing a comprehensive risk management plan and regularly reassessing its reserves for potential claims and unknown risks. The bill would require a public agency administering a megaproject to establish a project oversight committee composed of specified individuals to review the megaproject and perform other specified duties.

Position: Pending

AB 1279 Bloom D (Dist. 50) Planning and zoning: housing development: high-resource areas.

Location: SENATE 2 YEAR

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

Would require the department to designate areas in this state as high-resource areas, as provided, by January 1, 2021, and every 5 years thereafter. The bill would authorize a city or county to appeal the designation of an area within its jurisdiction as a high-resource area during that 5-year period. In any area designated as a high-resource area, the bill would require that a housing development project be a use by right, upon the request of a developer, in any high-resource area designated pursuant be a use by right in certain parts of the high-resource area if those projects meet specified requirements, including specified affordability requirements. For certain development projects where the initial sales price or initial rent exceeds the affordable housing cost or affordable rent to households with incomes equal to or less than 100% of the area median income, the bill would require the applicant agree to pay a fee equal to 10% of the difference between the actual initial sales price or initial rent and the sales price or rent that would be affordable, as provided. The bill would require the city or county to deposit the fee into separate fund reserved for the construction or preservation of housing with an affordable housing cost or affordable rent to households with a household income less than 50% of the area median income. This bill contains other related provisions and other existing laws.

AB 1351 Lackey R (Dist. 36) Transit operators: paratransit and dial-a-ride services: assessment.

Location: ASSEMBLY ENROLLMENT

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

Would require the Transportation Agency, in consultation with public transit operators, to conduct an assessment of the procedures public transit operators use to provide dial-a-ride and paratransit services to individuals with disabilities who are visiting their service territories and are certified to use another in-state public transit operator's similar dial-a-ride and paratransit services. The bill would require the agency to publish the assessment on its internet website on or before July 1, 2021. The bill would require the agency, after conducting and publishing the

assessment, to adopt guidelines for the development of a statewide program to enable individuals with disabilities who a public transit operator has certified to use its dial-a-ride and paratransit services to use another in-state public transit operator's similar dial-a-ride and paratransit services.

Position: Watch

AB 1402 Petrie-Norris D (Dist. 74) Active Transportation Program.

Location: ASSEMBLY 2 YEAR

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, instead of the California Transportation Commission, to award funds to projects in the statewide and small urban and rural region distribution categories and to adopt a program of projects for those distribution categories. The bill would require that 75% of available funds be awarded to MPO's in urban areas with populations greater than 200,000, in proportion to their relative share of the population, 15% to small urban and rural regions with populations of 200,000 or less, competitively awarded by the department to projects in those regions, and 10% to projects competitively awarded by the department, in consultation with the commission, on a statewide basis.

Position: Support

AB 1411 Reyes D (Dist. 47) Integrated action plan for sustainable freight.

Location: ASSEMBLY 2 YEAR

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

Would establish as a state goal the deployment of 100,000 zero-emission medium- and heavy-duty vehicles and of road vehicles and equipment, and the corresponding infrastructure to support them, by 2030.

AB 1413 Gloria D (Dist. 78) Transportation: transactions and use taxes.

Location: ASSEMBLY ENROLLMENT

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

Current law creates the Placer County Transportation Planning Agency as a local area planning agency to provide regional transportation planning for the area of the County of Placer, exclusive of the Tahoe Basin. This bill would authorize the agency to impose a transactions and use tax applicable to the entirety of, or a portion of, the County of Placer, excluding the Tahoe Basin, in conformity with the Transactions and Use Tax Law at a rate of no more than 1% if certain requirements are met, including a requirement that the ordinance proposing the transactions and use tax be submitted to, and approved by, the voters.

AB 1424 Berman D (Dist. 24) Electric Vehicle Charging Stations Open Access Act.

Location: SENATE 2 YEAR

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

Would require an electric vehicle charging station to provide to the general public a toll-free telephone number for processing a credit card payment and onsite capacity for credit card payment, as defined.

AB 1430 Garcia, Eduardo D (Dist. 56) State government: public investment opportunities: cost-effective definition.

Location: ASSEMBLY 2 YEAR

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

Current law authorizes the Public Utilities Commission, the State Air Resources Board, the California Transportation Commission, and the Labor and Workforce Development Agency to invest public moneys on various project and

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

programs. Current law requires some of those investments to be cost effective. This bill would require these agencies, by January 1, 2021, to provide a joint assessment of options for redefining the term “cost-effective” to the Legislature for the purposes of prioritizing public investment opportunities.

AB 1457 Reyes D (Dist. 47) Omnitrans Transit District.

Location: SENATE 2 YEAR

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

Would create the Omnitrans Transit District in the County of San Bernardino. The bill would provide that the jurisdiction of the district would initially include the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa, and specified portions of the unincorporated areas of the County of San Bernardino. The bill would authorize other cities in the County of San Bernardino to subsequently join the district.

Position: Support

AB 1475 Bauer-Kahan D (Dist. 16) Construction Manager/General Contractor method: transportation projects.

Location: ASSEMBLY CHAPTERED

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

Current law authorizes the Department of Transportation to engage in a Construction Manager/General Contractor project delivery method (CM/GC method), as specified, for projects for the construction of a highway, bridge, or tunnel that has construction costs greater than \$10,000,000. Current law defines “construction manager” for that purpose to mean a partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting and engineering services as needed pursuant to a CM/GC method contract. This bill would revise that definition to mean such an entity that is a licensed contractor pursuant to the Contractors’ State License Law and that is able to provide, or that contracts with entities that are able to provide, appropriately licensed contracting or engineering services, or both appropriately licensed contracting and engineering services, as needed pursuant to a CM/GC method contract.

AB 1484 Grayson D (Dist. 14) Mitigation Fee Act: housing developments.

Location: SENATE RLS.

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

The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed. This bill would prohibit a local agency from imposing a housing impact requirement adopted by the local agency on a housing development project, as defined, unless specified requirements are satisfied by the local agency, including that the housing impact requirement be roughly proportional in both nature and extent to the impact created by the housing development project.

AB 1487 Chiu D (Dist. 17) San Francisco Bay area: housing development: financing.

Location: ASSEMBLY ENROLLMENT

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

Current law provides for the establishment of various special districts that may support and finance housing development, including affordable housing special beneficiary districts that are authorized to promote affordable housing development with certain property tax revenues that a city or county would otherwise be entitled to receive. This bill, the San Francisco Bay Area Regional Housing Finance Act, would establish the Bay Area Housing Finance Authority (hereafter the authority) and would state that the authority’s purpose is to raise, administer, and

allocate funding for affordable housing in the San Francisco Bay area, as defined, and provide technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production.

AB 1515 Friedman D (Dist. 43) Planning and zoning: community plans: review under the California Environmental Quality Act.

Location: ASSEMBLY CHAPTERED

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

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill, notwithstanding a specified requirement for a court to enter an order under CEQA, would prohibit a court in an action or proceeding to attack, review, set aside, void, or annul the acts or decisions of the local agency, including a charter city, in adopting an update to a community plan on the grounds of noncompliance with CEQA from, on the basis of that noncompliance, invalidating, reviewing, voiding, or setting aside the approval of a development project that meets certain requirements.

AB 1543 Holden D (Dist. 41) Transportation funds: transit operators: fare revenues.

Location: ASSEMBLY 2 YEAR

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

Would require a fare paid pursuant to a reduced fare transit program to be counted as a full adult fare for purposes of calculating any required ratios of fare revenues to operating costs specified in the Transportation Development Act, except for purposes of providing information in a specified annual report to the Controller or providing information to the entity conducting a fiscal or performance audit pursuant to specified provisions.

Position: Watch

AB 1560 Friedman D (Dist. 43) California Environmental Quality Act: transportation: major transit stop.

Location: ASSEMBLY ENROLLMENT

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 propose guidelines for the implementation of CEQA by public agencies and the Secretary of the Natural Resources Agency to certify and adopt the guidelines. CEQA requires the office to propose revisions to the guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to meet certain objectives. CEQA defines “transit priority area” as an area within 1/2 mile of a major transit stop. This bill would revise the definition of “major transit stop” to include a bus rapid transit station, as defined.

AB 1568 McCarty D (Dist. 7) Housing law compliance: prohibition on applying for state grants.

Location: ASSEMBLY 2 YEAR

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

The Housing Element Law, prescribes requirements for the preparation of the housing element, including a requirement that a planning agency submit a draft of the element or draft amendment to the element to the Department of Housing and Community Development prior to the adoption of the element or amendment to the element. Current law requires the department to review the draft and report its written findings, as specified. Current law also requires the department, in its written findings, to determine whether the draft substantially complies with the Housing Element Law. This bill would authorize the city or county to submit evidence that the city or county is no longer in violation of state law to the department and to request the department to issue a finding that the city or county is no longer in violation of state law.

Position: Oppose

AB 1628 Rivas, Robert D (Dist. 30) Environmental justice.

Location: ASSEMBLY ENROLLMENT

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

Current law requires the Office of Planning and Research to be the coordinating agency in state government for environmental justice programs. Current law requires the Director of State Planning and Research to, among other things, coordinate its efforts and share information regarding environmental justice programs with various federal agencies. Existing law defines “environmental justice” for these purposes to mean the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. This bill would revise the definition of “environmental justice” to also include the meaningful involvement of people of all races, cultures, incomes, and national origins with respect to those same actions, and would provide that “environmental justice” includes, among other things, the availability of a healthy environment for all people.

AB 1633 Grayson D (Dist. 14) Regional transportation plans: traffic signal optimization plans.

Location: ASSEMBLY ENROLLED

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

Current law designates the Metropolitan Transportation Commission (MTC) as the regional transportation planning agency for the 9-county San Francisco Bay area, with various powers and duties relative to transportation planning programming, and funding. This bill would authorize a city located within the jurisdiction of MTC to develop and implement a traffic signal optimization plan intended to reduce travel times, the number of stops, and fuel use. The bill would also require the Department of Transportation and a city that develops a traffic signal optimization plan pursuant to these provisions to coordinate on any adjustments to traffic signals owned or operated by the department.

AB 1717 Friedman D (Dist. 43) Transit-Oriented Affordable Housing Funding Program Act.

Location: ASSEMBLY 2 YEAR

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

Would establish the Transit-Oriented Affordable Housing Funding Program, to be administered by the California Housing Finance Agency (CalHFA). The bill would authorize the city council of a city, or the board of supervisors of a city and county, to participate in the program by enactment of an ordinance establishing a transit-oriented affordable housing district, as provided.

AB 1730 Gonzalez D (Dist. 80) Regional transportation plans: San Diego Association of Governments: housing.

Location: ASSEMBLY ENROLLMENT

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

Current law requires each transportation planning agency to adopt and submit to the California Transportation Commission and the Department of Transportation an updated regional transportation plan every four or five years, as specified. This bill would require the updated regional transportation plan, sustainable communities strategy, and environmental impact report adopted by SANDAG on October 9, 2015, to remain in effect for all purposes until SANDAG adopts its next update to its regional transportation plan, which the bill would require it to adopt and submit on or before December 31, 2021.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

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Location: ASSEMBLY THIRD READING

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

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Position: Watch

ACA 2 Nazarian D (Dist. 46) State tax agency.

Location: ASSEMBLY REV. & TAX

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

Would authorize the Legislature to vest all powers, duties, and responsibilities in a single state tax agency or separately in multiple state tax agencies. The measure would deem the California Department of Tax and Fee Administration and the office of Tax Appeals to be state tax agencies for purposes of these provisions and vest in those entities specified powers, duties and responsibilities currently vested in the State Board of Equalization.

Position: Watch

ACA 13 Obernalte R (Dist. 33) Local sales taxes: online sales.

Location: ASSEMBLY PRINT

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

Would provide that, on and after January 1, 2021, for the purpose of distributing the revenues derived under a sales tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangible personal property by a qualified retailer, as defined, that is transacted online is instead consummated at the point of the delivery of that tangible personal property to the purchaser's address or to any other delivery address designated by the purchaser.

Position: Watch

SB 1 Atkins D (Dist. 39) California Environmental, Public Health, and Workers Defense Act of 2019.

Location: SENATE ENROLLMENT

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

Current state law regulates the discharge of air pollutants into the atmosphere. The Porter-Cologne Water Quality Control Act regulates the discharge of pollutants into the waters of the state. The California Safe Drinking Water Act establishes standards for drinking water and regulates drinking water systems. The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species, and generally prohibits the taking of those species. This bill would, until January 20, 2025, require specified agencies to take prescribed actions regarding certain federal requirements and standards pertaining to air, water, an protected species, as specified. By imposing new duties on local agencies, this bill would impose a state-mandated local program.

SB 4 McGuire D (Dist. 2) Housing.

Location: SENATE 2 YEAR

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

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Would authorize a development proponent of a neighborhood multifamily project or eligible transit-oriented development (TOD) project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily unit of up to 2 residential dwelling units in a nonurban community, as defined, or up to 4 residential dwelling units in an urban community, as defined, that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

SB 5 Beall D (Dist. 15) Affordable Housing and Community Development Investment Program.

Location: SENATE ENROLLMENT

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

Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria. The bill would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a project under the program.

SB 6 Beall D (Dist. 15) Residential development: available land.

Location: SENATE ENROLLMENT

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

Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. The bill would require the Department of General Services to create a database of that information and information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet website.

SB 7 Portantino D (Dist. 25) Surplus nonresidential property and State Highway Route 710.

Location: SENATE ENROLLMENT

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

Current law establishes priorities and procedures that any state agency disposing of surplus residential property is required to follow. Under existing law, specified single-family residences must first be offered to their former owner or present occupants, as specified. Current law also gives tenants in good standing of nonresidential properties priority to purchase, at fair market value, the property they rent, lease, or otherwise legally occupy. This bill would require a state agency to give priority to a tenant in good standing of a nonresidential property to purchase, at the lesser of fair market value or value in use, as defined, if the tenant is a city or a nonprofit organization, as specified. The bill would prohibit the Department of Transportation from selling a nonresidential property to a tenant described above at a value below the minimum sales price, as defined in the department’s Affordable Sales Program as of July 1, 2019.

SB 15 Portantino D (Dist. 25) Property tax revenue allocations: Local-State Sustainable Investment Program.

Location: SENATE 2 YEAR

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

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Would establish the Local-State Sustainable Investment Program, which would be administered by the Department of Finance. The bill would authorize a city, a county, or a specified joint powers agency that meets specified eligibility criteria to apply to the Department of Finance for funding for projects that further certain purposes, including increasing the availability of affordable housing. The bill would require that funding under the program be provided by an allocation of ad valorem property tax revenues, as provided, and would limit the amount of funding approved under the program to \$200,000,000 per fiscal year and \$1,000,000,000 total.

SB 25 Caballero D (Dist. 12) California Environmental Quality Act: projects funded by qualified opportunity zone funds or other public funds.

Location: ASSEMBLY 2 YEAR

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

CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA. This bill would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for projects that are funded, in whole or in part, by specified public funds or public agencies and that meet certain requirements.

Position: Watch

SB 43 Allen D (Dist. 26) Carbon intensity and pricing: retail products.

Location: ASSEMBLY 2 YEAR

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

Would require the State Air Resources Board, no later than January 1, 2022, to submit a report to the Legislature on the findings from a study, as specified, to determine the feasibility and practicality of assessing the carbon intensity of all retail products subject to the tax imposed pursuant to the Sales and Use Tax Law, so that the total carbon equivalent emissions associated with such retail products can be quantified.

SB 50 Wiener D (Dist. 11) Planning and zoning: housing development: streamlined approval: incentives

Location: SENATE 2 YEAR

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

Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Position: Watch

SB 59 Allen D (Dist. 26) California Transportation Commission: advisory committee: autonomous vehicle technology.

Location: ASSEMBLY 2 YEAR

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

Current law creates the California Transportation Commission with various powers and duties, including the duty to advise and assist the Secretary of Transportation and the Legislature in formulating and evaluating state policies and plans for transportation programs in the state. This bill would require the chair of the commission to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that California continues to be the world

leader in autonomous, driverless, and connected vehicle technology.

Position: Watch

SB 127 Wiener D (Dist. 11) Transportation funding: active transportation: complete streets.

Location: SENATE ENROLLMENT

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

Current law requires the Department of Transportation, in consultation with the California Transportation Commission, to prepare an asset management plan to guide selection of projects for the State Highway Operation and Protection Program consistent with any applicable state and federal requirements. Current law requires the commission, in connection with the asset management plan, to adopt targets and performance measures reflecting state transportation goals and objectives. This bill would require the asset management plan to prescribe a process for community input and complete streets implementation to prioritize the implementation of safe and connected facilities for pedestrians, bicyclists, and transit users on all State Highway Operation and Protection Program projects, as specified.

Position: Watch

SB 128 Beall D (Dist. 15) Public contracts: Best Value Construction Contracting for Counties Pilot Program.

Location: SENATE ENROLLED

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

Would authorize the County of Santa Clara and the County of Monterey to utilize this pilot program and would extend the operation of those provisions until January 1, 2025. The bill, instead, would require the board of supervisors of a participating county to submit the report described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2024. By expanding the crime of perjury, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

Position: Watch

SB 137 Dodd D (Dist. 3) Federal transportation funds: state exchange programs.

Location: SENATE ENROLLMENT

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

Current law requires that all moneys in the State Highway Account in the State Transportation Fund derived from federal sources or from appropriations to other state agencies, or deposited in the account by local agencies or by others, to be continuously appropriated to, and available for expenditure by, the Department of Transportation for the purposes for which the money was made available, including, among other purposes, transportation improvements. This bill would authorize the Department of Transportation to allow the above-described federal transportation funds that are allocated as local assistance to be exchanged for nonfederal State Highway Account funds appropriated to the department on a dollar-for-dollar basis for federal local assistance funds received by a city, county, or city and county, as specified. The bill would require, among other things, the total amount of federal funds exchanged to not exceed \$100,000,000 during each federal fiscal year.

Position: Watch

SB 147 Beall D (Dist. 15) High-Speed Rail Authority.

Location: ASSEMBLY 2 YEAR

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

The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed

train system in the state, with specified powers and duties. Current law authorizes the authority, among other things, to keep the public informed of its activities. This bill would revise that provision to instead authorize the authority to keep the public informed through activities, including, but not limited to, community outreach events, public information workshops, and newsletters posted on the authority’s internet website.

SB 152 Beall D (Dist. 15) Active Transportation Program.

Location: SENATE 2 YEAR

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

Current law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Existing law requires specified funds for the program to be appropriated to the department in the annual Budget Act and allocated to eligible projects by the California Transportation Commission. This bill would require that 60% of available funds be awarded to projects selected by metropolitan planning organizations (MPO) in urban areas with populations greater than 200,000, with the available funds distributed to each MPO based on its relative share of the population, 15% to fund projects in small urban and rural regions, and 25% to projects competitively awarded by the commission on a statewide basis.

Position: Support

SB 168 Wieckowski D (Dist. 10) Climate change: Chief Climate Resilience Officer.

Location: ASSEMBLY 2 YEAR

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

Would establish the Chief Climate Resilience Officer, appointed by the Governor and subject to confirmation by the Senate, in the Office of Planning and Research to serve as the statewide lead for planning and coordination of climate adaptation policy and implementation in California, and would specify the duties of the chief officer. The bill would make the chief officer, or the chief officer’s designee, a member of the advisory council and would designate the chief officer, or the chief officer’s designee, as the chair of the advisory council.

SB 197 Beall D (Dist. 15) Department of Transportation: retention proceeds.

Location: SENATE ENROLLED

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

Current law prohibits the Department of Transportation, until January 1, 2020, from withholding retention proceeds when making progress payments for work performed by a contractor. This bill would delete the repeal of this provision, thereby making the prohibition operative indefinitely.

SB 210 Leyva D (Dist. 20) Heavy-Duty Vehicle Inspection and Maintenance Program.

Location: SENATE ENROLLMENT

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

Current law requires the State Air Resources Board, in consultation with the Bureau of Automotive Repair and a specified review committee, to adopt regulations requiring owners or operators of heavy-duty diesel motor vehicles to perform regular inspections of their vehicles for excessive emissions of smoke. Current law requires the state board, in consultation with the State Energy Resources Conservation and Development Commission, to adopt regulations requiring heavy-duty diesel motor vehicles to use emission control equipment and alternative fuels. This bill would require the state board, in consultation with the bureau and other specified entities, to implement a pilot program that develops and demonstrates technologies that show potential for readily bringing heavy-duty vehicles into an inspection and maintenance program.

SB 211 Beall D (Dist. 15) State highways: leases.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: SENATE ENROLLMENT

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

Would authorize the Department of Transportation to offer for lease to a city, county, political subdivision of a city or county, or state agency airspace and real property acquired for highway purposes that meets certain requirements for purposes of a temporary emergency shelter or feeding program. The bill would require the entity that enters into the lease to pay certain costs to the department including \$1 per month for the lease and an annual administrative fee of up to \$5,000, or no more than the department’s cost of administering the lease, not to exceed \$15,000. The bill would authorize the lease to be terminated without penalty if the department determines the airspace or real property is needed for departmental purposes, as specified.

SB 277 Beall D (Dist. 15) Road Maintenance and Rehabilitation Program: Local Partnership Program.

Location: SENATE ENROLLMENT

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

Current law continuously appropriates \$200,000,000 annually from the Road Maintenance and Rehabilitation Account for allocation by the commission for a program commonly known as the Local Partnership Program to local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed certain fees, which taxes or fees are dedicated solely for road maintenance and rehabilitation and other transportation improvement projects. Current law requires the commission, in cooperation with the Department of Transportation, transportation planning agencies, county transportation commissions, and other local agencies, to develop guidelines for the allocation of those moneys. This bill would require the commission to annually deposit 85% of these funds into the Local Partnership Formula Subaccount, which the bill would create, and 15% of these funds into the Small Counties and Uniform Developer Fees Competitive Subaccount, which the bill would create.

SB 330 Skinner D (Dist. 9) Housing Crisis Act of 2019.

Location: SENATE ENROLLMENT

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

The The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2025, specify that an application is deemed complete for these purposes if a preliminary application was submitted, as specified.

SB 336 Dodd D (Dist. 3) Transportation: fully-automated transit vehicles.

Location: ASSEMBLY 2 YEAR

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

Would require a transit operator, as defined, until January 1, 2025, to ensure each of its fully-automated transit vehicles, as defined, is staffed by at least one of its employees, who has had specified training, while the vehicle is in service. The bill would require a transit operator that deploys a fully-automated transit vehicle to report the results of that deployment to the Legislature on or before March 31, 2025.

SB 351 Hurtado D (Dist. 14) Climate change: Transformative Climate Communities Program.

Attachment: Bill Report 9-17 (6098 : State and Federal Legislative Update)

Location: SENATE ENROLLED

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

Current law creates the Transformative Climate Communities Program, which is administered by the Strategic Growth Council. Current law requires the council to award competitive grants to specified eligible entities for the development and implementation of neighborhood-level transformative climate community plans that include greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities, as defined. This bill would require the council to consider applications for projects undertaken in unincorporated areas of a county.

SB 358 Committee on Transportation Transportation.

Location: SENATE ENROLLMENT

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

Before 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. In order to receive an allocation or apportionment of these funds, existing law requires the city or county to annually expend a certain minimum amount from its general fund for street, road, and highway purposes. Current law authorizes the Controller to perform audit to ensure compliance with this expenditure requirement and requires a city or county that has not complied with this expenditure requirement to reimburse the state the funds it received during the fiscal year it was not in compliance. This bill would require, for an eligible city or county that has not met its minimum expenditure requirement, as described above, the Controller to withhold from its apportionment for a fiscal year following an audit an amount up to the amount of funds that the city or county received during the fiscal year that was audited.

SB 498 Hurtado D (Dist. 14) Trade Corridors Improvement Fund: grant program: short-line railroads.

Location: ASSEMBLY 2 YEAR

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

Would require the California Transportation Commission, upon appropriation by the Legislature of funds resulting from TCIF program savings, to establish a competitive grant program to provide grants from those funds in the 2020–21 and 2021–22 fiscal years to the Department of Transportation or regional transportation planning agencies, or both, for short-line railroad projects such as railroad reconstruction, maintenance, upgrade, or replacement. The bill would require the commission to adopt guidelines, in consultation with representatives from specified government and industry entities, by July 1, 2020, to be used by the commission to select grant recipients

SB 526 Allen D (Dist. 26) Regional transportation plans: greenhouse gas emissions: State Mobility Action Plan for Healthy Communities.

Location: SENATE 2 YEAR

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

Would require the State Air Resources Board to adopt a regulation that requires a metropolitan planning organization to provide any data that the state board determines is necessary to fulfill the requirements of the above described report and to determine if the metropolitan planning organization is on track to meet its 2035 greenhouse gas emission reduction target. After completing each report, the bill would require the state board to determine if each metropolitan planning organization is on track to meet its 2035 target.

SB 531 Glazer D (Dist. 7) Local agencies: retailers.

Location: SENATE ENROLLED

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

Would prohibit, on or after January 1, 2020, a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue, from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law.

SB 621 Glazer D (Dist. 7) California Environmental Quality Act: expedited judicial review: affordable housing projects: reports.

Location: ASSEMBLY 2 YEAR

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

Would require the Judicial Council, by July 1, 2020, to adopt a rule of court applicable to an action or proceeding brought to attack, review, set aside, void, or annul the certification of an environmental impact report for an affordable housing project, as defined, or the granting of an approval of an affordable housing project that requires the action or proceeding, including any potential appeals therefrom, to be resolved, to the extent feasible, within 27 days of the filing of the certified record of proceeding with the court. The bill would provide that these provisions do not apply to an affordable housing project if it is in certain locations.

SB 676 Bradford D (Dist. 35) Transportation electrification: electric vehicles: grid integration.

Location: SENATE ENROLLMENT

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

Would require the PUC, by December 31, 2020, in an existing proceeding, to establish strategies and quantifiable metrics to maximize the use of feasible and cost-effective electric vehicle grid integration, as defined, by January 1, 2030, as specified. The bill would require the PUC to reference the electric vehicle grid integration strategies in relevant ongoing and subsequent proceedings that address issues of transportation electrification in any part and to identify how programs and investments that the PUC may approve will advance the achievement of the strategies. The bill would require the PUC, when executing its transportation electrification responsibilities, to consider how, or if, electric vehicle grid integration can mitigate any generation, transmission, or distribution costs, or increase the economic, social, or environmental benefits associated with transportation electrification, and to not foreclose future utilization of electric vehicle grid integration.

SB 695 Portantino D (Dist. 25) Special education: individualized education programs: translation services.

Location: SENATE ENROLLMENT

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

Current law requires local educational agencies to identify, locate, and assess individuals with exceptional needs and to provide those pupils with a free appropriate public education in the least restrictive environment, with special education and related services as reflected in an individualized education program. Current law requires a local educational agency to initiate and conduct meetings for purposes of developing, reviewing, and revising the individualized education program of each individual with exceptional needs in accordance with federal law. Current law requires the local educational agency to take any action necessary to ensure that the parent of the individual with exceptional needs understands the proceedings at a meeting, including arranging for an interpreter for parents with deafness or whose native language is a language other than English. Current law defines “parent” for purposes of

these provisions. This bill would revise the definition of “parent” to specify that it also includes the education holder and the conservator of a child.

SB 732 Allen D (Dist. 26) Transactions and use tax: South Coast Air Quality Management District.

Location: SENATE 2 YEAR

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

Current law establishes the South Coast Air Quality Management District vested with the authority to regulate air emissions from stationary sources located in the South Coast Air Basin and establishes a district board to govern the district. This bill would authorize the south coast district board to impose a transactions and use tax within the boundaries of the south coast district, as specified, with the moneys generated from the transactions and use tax to be used to supplement existing revenues being used for south coast district purposes, as specified.

Position: Oppose

SB 736 Umberg D (Dist. 34) Creative Economy Incentive Act.

Location: ASSEMBLY 2 YEAR

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

Would, until January 1, 2031, establish the Creative Economy Incentive Act, which would be administered by GO-Biz, for the purpose of providing financial support to any nonprofit organization, city, county, special district, or any political subdivision of state or local government, including a department, agency, commission, district, joint powers authority, or a combination thereof for the purpose of assisting in financing a creative economy event, as defined.

SCA 1 Allen D (Dist. 26) Public housing projects.

Location: ASSEMBLY DESK

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

The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Total Measures: 120

Total Tracking Forms: 120

Minute Action

AGENDA ITEM: 12

Date: *October 2, 2019*

Subject:

Interstate 215 Segments 1, 2 and 3 - Award EEP Contract No. 19-1002026

Recommendation:

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

A. Award Contract No. 19-1002026 to the lowest responsive, responsible bidder, Diversified Landscape, Inc. for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting (EEP) Project, in an amount not-to-exceed \$1,451,300.00.

B. Approve a contingency amount of \$145,130.00 for Contract No. 19-1002026 on the I-215 Segments 1, 2 and 3 EEP Project, totaling 10% of the contract amount, and authorize the Executive Director of his designee to release the contingency as necessary for the project.

Background:

This agenda item provides for award of a new contract based on the competitive low bid process.

In October 2016 and January 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreements No. C14120, 15-1001216 and 17-1001613 respectively with the California Department of Transportation (Caltrans), whereby SBCTA is the lead agency for construction of landscape replacement work on the Interstate 215 (I-215) North Corridor within the City of San Bernardino, generally spanning between Orange Show Road and State Route 210 (SR 210). The subject matter of this item is on I-215 from Orange Show Road to Muscupiabe Drive and on State Route 259 (SR 259) from Base Line Street to Highland Avenue, Segments 1, 2 and 3. In addition to landscape construction and the one year of Plant Establishment (PE) period, SBCTA shall provide four (4) years of Establish Existing Planting (EEP) maintenance.

Per the Cooperative Agreements mentioned above, SBCTA shall advertise and award a contract for the four-year landscape EEP maintenance and shall be responsible for the water costs during the first two-years of this maintenance period for each segment. After the first two-year period, Caltrans will be responsible for payment of water supplied to the project.

Landscape construction for Segments 1 and 3 began in January 2018, work was completed in October 2018, with the one-year PE period to be completed in October 2019. Landscape construction for Segment 2 began in April 2019, and work is planned to be completed in December 2019, with the one-year PE period to be completed in December 2020. Both of these construction projects will be followed up with this EEP contract.

In May 2019, the Board approved the release of the Invitation for Bids (IFB) No. 19-1002026 for the landscape maintenance of the I-215 Segments 1, 2 and 3 EEP Project (Project).

The IFB was released on May 29, 2019, sent to two-hundred twenty-nine (229) vendors, and downloaded by thirty (30) vendors. The IFB was also posted on SBCTA's website.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 2, 2019

Page 2

The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects. The engineer's construction cost estimate including bid items, supplemental items, agency furnished items, and contingency was \$1,019,550.00.

On June 13, 2019, a Pre-Bid meeting was scheduled, however no one attended the meeting. Addendum No. 1 was issued on July 2, 2019, to provide questions and answers received during the question and answer period, the pre-bid sign in sheet, and revisions to the contract included in the IFB and the project Special Provisions.

On July 11, 2019, three (3) bids were received by the date and time specified in the IFB and addenda issued. A responsiveness review was conducted by the Procurement Manager; all three (3) bids were found to be responsive. Bids ranged from a low of \$1,451,300.00 to a high of \$1,818,665.00. At the bid opening, Diversified Landscape, Inc. was identified as the lowest bidder. A complete listing of final bid results is provided in Exhibit A.

Recommendation A: All bids were reviewed by staff for discrepancies and compliance with the IFB. The Diversified Landscape, Inc. bid was found to be the lowest responsive and responsible bid and was found to be compliant with all IFB requirements. Therefore, staff is recommending that the Board award Contract No. 19-1002026 for the Project to Diversified Landscape, Inc. in the not-to-exceed amount of \$1,451,300.00

Recommendation B: Staff is also recommending approval of a contingency totaling a not-to-exceed amount of \$145,130.00 for Contract No. 19-1002026, and authorize the Executive Director or his designee to release the contingency as necessary for the project..

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 820 Freeway Projects, Sub-Task No. 0838 I-215 Construction.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the contract.

Responsible Staff:

Henry Stultz, Construction Manager

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

General Contract Information

Contract No: 19-1002026 Amendment No.: _____ Sole Source? No
 Vendor No.: 00701 Vendor/Customer Name: Diversified Landscape, Inc.
 Description: I-215 Segments 1, 2, and 3 Establish Existing Planting
 Estimated Start Date: 10/02/2019 Expiration Date: 12/31/2025 Revised Expiration Date: _____
 List Any SBCTA Related Contracts Nos.: _____

Dollar Amount					
Original Contract	\$	1,451,300.00	Original Contingency	\$	145,130.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,451,300.00	Total Contingency Value	\$	145,130.00
Total Dollar Authority (Contract Value and Contingency)				\$	1,596,430.00

Contract Authorization

Board of Directors _____ Date: 10/02/2019 Board _____ Item # 5921

Contract Management (Internal Purposes Only)

Payable _____ Capital Project Contracts _____ No Budget Adjustment _____

Accounts Payable													
Total Contract Funding: \$						1,451,300.00	Total Contingency: \$						145,130.00
GL: 4901	40	0820	0838	53701	41100000	1,451,300.00	GL: 4901	40	0820	0838	53701	41100000	145,130.00
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
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GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-

Accounts Receivable													
Total Contract Funding: \$						-	Reversion Date: _____						
Funding Agreement No: _____							Reversion Date: _____						
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-
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GL: -	-	-	-	-	-	-	GL: -	-	-	-	-	-	-

Tim Kirkley Paula Beauchamp
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: The total contract amount is above the \$500k for EEP each seg under Caltrans Co-op for seg 1, 2, 3. No Co-op amendment is needed since the work is funded with Old Measure I.

Attachment: Contract Summary Sheet (5921 : I-215 Segment 1, 2, & 3 EEP Contract Award)

Exhibit A

#	Bidder	Final Bid Amount
1	Diversified Landscape, Inc.	\$ 1,451,300.00
2	Natures Image, Inc.	\$ 1,802,239.76
3	Griffith Company	\$ 1,818,665.00

Attachment: 19-1002026 Exhibit A (5921 : I-215 Segment 1, 2, & 3 EEP Contract Award)

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK ITEMS		
1	Replenish Gravel Mulch	\$ 50,000.00
2	Damage Repair	\$ 10,000.00
3	Tree Trimming	\$ 15,000.00
4	SUBTOTAL (1)	\$ 75,000.00
CONTINGENCY		
5	CONTINGENCIES (10% of Maintenance Contract)	\$ 145,130.00
6	SUBTOTAL (2)	\$ 145,130.00
7	TOTAL ALLOWANCES AND CONTINGENCY	\$ 220,130.00
SUMMARY		
1	MAINTENANCE CONTRACT 19-1002026	\$ 1,451,300.00
2	SUPPLEMENTAL WORK ITEMS	\$ 75,000.00
3	CONTINGENCY (10%)	\$ 145,130.00
	TOTAL	\$ 1,671,430.00

Attachment: 19-1002026 Exhibit B (5921 : I-215 Segment 1, 2, & 3 EEP Contract Award)

Minute Action

AGENDA ITEM: 13

Date: *October 2, 2019*

Subject:

Mt. Vernon Viaduct Railroad Agreements

Recommendation:

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

A. Authorize the SBCTA Board President to execute Construction and Maintenance Agreement No. 19-1002208 with BNSF Railway and the City of San Bernardino for the demolition, construction, and maintenance of the Mt. Vernon Viaduct, and for SBCTA to pay BNSF Railway actual construction support costs, estimated at \$4,300,000, provide a mitigation payment to BNSF in an amount not-to-exceed \$48,325,000, and receive a project contribution from BNSF for \$29,500,000, upon finalization by staff and approval as to form by SBCTA General Counsel.

B. Authorize the SBCTA Board President to execute Property Conveyance Agreement No. 19-1002209 between SBCTA and BNSF Railway for the Mt. Vernon Viaduct project detailing disposition of properties between the two entities upon finalization by staff and approval as to form by SBCTA General Counsel.

C. Authorize the SBCTA Board President to execute Construction Agreement No. 19-1002210 between SBCTA and Southern California Regional Rail Authority for design and construction parameters and payment of up to \$250,000 for engineering, flagging and inspection costs for the Mt. Vernon Viaduct project, upon finalization by staff and approval as to form by SBCTA General Counsel.

Background:

This project will replace the existing Mount Vernon Viaduct over the Southern California Regional Rail Authority (SCRRA) and BNSF Railway mainline, storage and yard tracks. Since this project will impact SCRRA and BNSF facilities, San Bernardino County Transportation Authority (SBCTA) developed agreements with each railroad company intended to define the roles and responsibilities of each party, describe the scope of work, and delineate accessibility to the work areas.

The first agreement, which is referenced in Recommendation A, is a three party agreement between BNSF Railway, the City of San Bernardino, and SBCTA. It specifies the roles and responsibilities and funding commitments amongst the parties during design, construction and maintenance periods. SBCTA is responsible for demolishing the existing bridge and designing and constructing its replacement, a new, wider, longer bridge that meets current design standards. In order to demolish and construct the bridge, BNSF will provide the necessary rights during construction for SBCTA's Design-Build (DB) contractor to access the site while BNSF performs railroad flagging to assure the safety of the construction crew. BNSF will provide inspection services and yard coordination for work performed by the DB contractor.

To allow the DB contractor greater work windows between two adjacent tracks, BNSF will design and construct two shoofly tracks to serve as mitigation for track closures during construction. Without this mitigation work, the bridge closure would span approximately six years instead of three according to project engineers. As part of the required railroad mitigation

Entity: San Bernardino County Transportation Authority

work by BNSF, some of BNSF's existing facilities, trailer parking, and privately owned homes along 4th Street, Cabrera, and Kingman need to be relocated to avoid conflicts with the shoofly tracks as identified in the project's environmental document. Houses will be acquired and vacated and the properties will be used along with vacant land owned by BNSF for displaced trailer parking and buildings. As part of negotiations, BNSF desires in the future to own properties that were acquired by SBCTA within the boundaries of 4th Street, Cabrera, and Kingman. The properties can be purchased from SBCTA at Fair Market Value and are the subject matter of Recommendation B. In addition, BNSF will not require SBCTA to remove the shooflies and restore the acquired area to preconstruction conditions. This is a savings of approximately \$10 million to SBCTA and because the shooflies may not be in a location that BNSF desires for their facility, any revisions to the alignment would be solely at BNSF's expense.

Payments for the above costs are addressed within the agreement. SBCTA will pay the actual costs, approximately \$4,300,000 for BNSF flagging, inspection, and coordination, as well as up to \$48,375,000 for the mitigation work. While BNSF is not a required funding partner, BNSF has agreed to provide a project contribution of \$29,500,000, which includes the Fair Market Value of the SBCTA properties described in the previous paragraph. After construction, the maintenance terms in the agreement will be in place between the City and BNSF Railway.

Because the existing bridge is considered structurally obsolete with a sufficiency rating of 2 out of 100, it is important to execute this agreement soon after the DB contract is awarded; therefore, staff is requesting authority for the SBCTA Board President to execute the agreement upon finalization by staff and approval as to form by General Counsel.

The third agreement, in Recommendation C, is a Construction Agreement with SCRRA for the general design and construction parameters for the Mt. Vernon Viaduct project where it crosses SCRRA lines. The southern end of the bridge crosses several SCRRA-operated tracks serving Metrolink trains. This agreement provides work windows, review times, and clearance requirements for SBCTA's DB contractor to plan and design their work, and commits SCRRA and SBCTA to work together through the development of final plans, demolition, and new bridge construction. The maintenance of the portion of the bridge over SCRRA tracks after construction will be the subject of a separate agreement between the City of San Bernardino and SCRRA. The Construction Agreement also commits SBCTA to pay up to \$250,000 for engineering, flagging and inspection. It is anticipated this agreement will be amended when final design is complete and costs for the balance of the project are defined. The total costs payable under this contract could exceed \$1.2 million, once the final design and schedule is determined. Staff is also requesting SBCTA's Board President be authorized to execute this Agreement, subject to finalization by staff and approval as to form by General Counsel.

Final proposals were received in August, and award of a DB contract is anticipated to be brought to the Board in November. It is important to execute these agreements as expeditiously as possible, to memorialize the commitments between SBCTA and the railroads prior to awarding any DB contract.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct.

San Bernardino County Transportation Authority

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Reviewed By:

This item was reviewed and recommended for approval (11-0-2; Abstained: Hagman and Rowe) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the agreements.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 14

Date: *October 2, 2019*

Subject:

Private Transportation Provider Pilot Program: Award Contract to Lyft, Inc.

Recommendation:

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

Approve Contract No. 19-1002051 with Lyft, Inc. for a twelve (12) month term in an amount not-to-exceed \$408,750 for the Private Transportation Provider Pilot Program to and from the Ontario International Airport.

Background:

On January 4, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized staff to develop and implement a Private Transportation Provider Pilot Program (Program) to provide service between the Ontario International Airport (ONT) and the Metrolink stations in the Cities of Montclair, Upland, Ontario and Rancho Cucamonga. Staff has since developed a program which provides a full subsidy of fares for passengers of the Metrolink and Omnitrans services using a Private Transportation Provider, defined as a private entity that provides on-demand passenger service between a designated origin and destination. The subsidy is based on a per ride basis, defined as a one-way, direct, completed trip, based on the provider's standard rate, including rides using vehicles that are fully compliant with the Americans with Disabilities Act (ADA). The subsidy does not include tip or gratuity. For the purpose of the Program, the following Metrolink stations have been designated as eligible for the Program: Ontario-East, Rancho Cucamonga, Upland and Montclair. The total Program not-to-exceed amount is \$408,750. This amount includes \$377,750 to fund standard ride subsidies, \$26,000 to fund ADA accessible ride subsidies and \$5,000 for marketing materials. The Program will be in effect from the date of service initiation for a period of 12 months or until funds are expended. If funds are not fully expended after a period of 12 months, SBCTA shall extend the program for an additional 6 months or until the allocated funding is expended.

The purposes of the Program are to: provide Metrolink and Omnitrans passengers with additional transportation options between ONT and four Metrolink Commuter Rail Stations; increase ridership on Metrolink and Omnitrans services; support the success of ONT by improving access to and from the Airport; provide on-demand connectivity between transportation hubs; collect data to assist in identifying unmet service needs between the various Metrolink Stations and ONT; and cultivate public/private partnerships within San Bernardino County. Using Lyft's geofencing technology, Lyft will create a unique SBCTA promotional code (Partner Code) that will only provide a subsidy to passengers that start or end their Lyft ride at one of the four Metrolink Stations and ONT in an amount up to \$35 for a total of 120 rides per month. Although the Program is designed to provide a full subsidy to users of the Program, the subsidy limit of \$35 and monthly quantity of 120, have been implemented to serve as cautionary measures to prevent excessive use or abuse of the program. In the event that the amount of the ride fare exceeds the subsidy amount, the user will be responsible for payment of the remaining balance. Advertisement of the Partner Code will be restricted to ONT and targeted public transit rail, bus lines and stations. The Partner Code can be generated and provided to the passenger directly

Entity: San Bernardino County Transportation Authority

through Lyft's mobile application, a link sent to an email that is not tied to a Lyft account, or by calling Lyft's third-party booking portal product, called Concierge, which can be used by call centers to request Lyft rides on behalf of passengers that do not have access to smartphones or mobile applications. The Concierge call center representative will verbally recite a summary of the Lyft terms and conditions, as well as verbally confirm the passenger is eighteen (18) years of age or older by requesting that they state their date of birth, which will be captured in the recorded call. Lyft will provide unbanked users through the Lyft app and non-smartphone users can request rides through the Concierge Dashboard. For users that require wheelchair accessible vehicles (WAV), Lyft will sub-contract to a third party who will be responsible for providing on-demand ADA-compliant wheelchair-accessible vehicles in order to fulfill requests for such rides. If wheelchair-accessible vehicle ride volume does not meet or exceed 30 rides per month, SBCTA will pay for a minimum of 30 wheelchair-accessible rides per month at \$35 per ride, for a total minimum of \$1,050 per month. ADA rides taken during any given month count towards the monthly minimum, therefore SBCTA will not pay this fee in addition to ADA rides provided per month. This ensures that users have access to an ADA option. When an eligible passenger is ready to take a subsidized ride, they will have the option to manually enter the Partner Code into their Lyft account under the "Promos" section of the Lyft mobile application, or by calling and booking a trip through Concierge. Once the subsidized code is accepted, the subsidy will automatically be applied to the total cost of the Lyft ride. As the subsidy does not cover tips or gratuities, passengers will be responsible for providing such to their Lyft driver using a form of payment of their choosing. There are two methods that will be used to validate passenger eligibility for the program: (1) using Lyft's geofencing technology, Lyft pick-up and drop-off locations will be limited to the Metrolink passenger rail platforms, and (2) the origin and destination of the passenger's ride request must be between one of the four eligible Metrolink stations and ONT. This structure mirrors similar programs that run in partnership between Lyft and other public agencies such as the GoMonrovia Suburban Mobility Program, Transportation Authority of Marin First-Last Mile Program, Rail Transit Authority of Greater Dayton, OH Suburban Services and San Clemente, CA Suburban Services.

It should be noted that since the Transit Committee reviewed this item in June 2019, a monthly minimum requirement of \$35 per day to ensure availability of an ADA option has been added to the Scope of Work. As part of negotiations, Lyft has agreed to contract with a sub-consultant, ButterFLi Technologies, Inc., to provide WAVs to comply with the ADA requirement of the Program. The monthly minimum requirement of \$35 per day, or \$1,050 per month, to retain ButterFLi Technologies, Inc. equates to \$12,600 over the 12-month term of the contract. Funding for the contract includes \$26,000 to fund ADA ride subsidies exclusively. As such, the monthly minimum requirement is less than half of the available funds. Therefore, SBCTA does not anticipate the monthly minimum to impact the availability of funds for ADA rides. In the event funding of ADA ride subsidies exceeds the \$26,000 of available MSI Valley Funds – Senior Disabled, ADA subsidies may be paid using Valley Local Transportation Funds used to pay for standard ride subsidies. Securing the availability of ADA rides as part of this Program is a strong demonstration of SBCTA's commitment to the ADA component.

On August 20, 2018, SBCTA released a Request for Information (RFI) packet to generate feedback, comments and questions for consideration when drafting the final vendor contract to be included in a Request for Proposal (RFP) to be released at a later date. The intent of the RFI was to gain knowledge of software and technology capabilities with respect to reporting, ability

to provide access to service via telephone, internet, smartphone mobile applications and insurance requirements for similar programs. One completed RFI submission was received by SBCTA by the deadline of September 20, 2018. Upon completion of staff review and evaluation, selected information was used to inform staff during the development of the program Scope of Work in order to provide the greatest level of clarity to prospective vendors.

Staff released RFP No. 19-1002051 on October 23, 2018, which was sent electronically to approximately two hundred seventy (270) consultants registered on PlanetBids. Additionally, staff worked with SBCTA's Procurement Department to reach out and notify prospective vendors who may not be registered on PlanetBids, including representatives from American Cab, Yellow Cab Co., Uber Technologies, Inc. and Via. The solicitation was issued in accordance with current SBCTA policies and procedures for Professional Services. Addendum No. 1 was issued on November 5, 2018, responding to questions received prior to the submittal deadline. Addendum No. 2 was issued on November 13, 2018, changing the proposal due date. Addendum No. 3 was issued on November 19, 2018, to address an additional question. Ten (10) firms downloaded the RFP Packet from PlanetBids. The RFP was also posted on SBCTA's website.

Two (2) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst, finding that both proposals met the requirements outlined in the RFP. The Evaluation Committee for this procurement consisted of staff from SBCTA. After reviewing the 2 proposals, the Evaluation Committee scored each proposal based on the following evaluation criteria:

- Qualifications, Related Experience and References = 15 Points
- Proposed Staffing and Project Organization = 35 Points
- Project Approach/Work Plan = 40 Points
- Pricing = 10 Points

As a result of the scoring, the Evaluation Committee recommended that the contract to perform the Scope of Work as outlined in RFP No. 19-1002051 be awarded to Lyft, Inc. due to their clear understanding of the complexities of the project, previous experience, provision of a well-defined work plan and strong staff, who demonstrate robust leadership qualities and a depth of experience in providing first and last mile solutions in partnership with public agencies. The firm evaluation forms and reference checks are located in the Contract Audit File.

As this is a Professional Services procurement, the selection process is based on qualifications, work plan, staffing and pricing. SBCTA entered into negotiations with Lyft after they were identified as the preferred consultant. Through negotiations, SBCTA staff determined that it was necessary to design the program so that Users are provided with a full subsidy in order to meet Title VI requirements. Currently, Lyft is unable to process cash payments. The only option for cash-paying passengers is for them to use a pre-paid debit card or Lyft gift card. Additionally, the Concierge service used to reserve rides over the phone does not have the capability to process payments over the phone. This would also be an impediment for passengers that do not have smartphones, which provide the ability to pay through the Lyft mobile application using a credit or debit card. Staff also reviewed the average cost range for trips from each of the four Metrolink Stations and ONT and identified inequitable out-of-pocket costs to passengers using ADA-compliant rides as compared to those using standard rides. This is due to the higher cost of fully-

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ADA compliant vehicles, which ranges between 38.7 percent and 60 percent higher than standard rides, depending on the origin and destination pair. In order to provide an equitable program to passengers with ADA vehicle needs, those without smartphones, as well as those that do not have the ability to pay with cash; staff determined that provision of a subsidy based on the most expensive ride option, which is the ADA option for a flat fee of \$35, regardless of origin and destination pairs is necessary. This approach, which is similar to Metrolink's Lyft program, would obviate these concerns.

By undertaking this pilot project, SBCTA is exploring new possibilities in meeting the transportation needs of the public. Although other agencies have undertaken similar projects, they are relatively recent and do not have a long history; which means potential risks are not readily quantified. As such, staff sought the input of the General Policy Committee (GPC) about pursuing both this pilot project and future similar projects. General Counsel discussed the associated risks and a request was made by the GPC to investigate SBCTA's current insurance program through discussions with its broker. It has been determined that the current structure will extend coverage to these types of operations. The policy for SBCTA maintains a \$50,000 per occurrence self-insured retention, similar to a deductible, which must be met prior to the primary policy coverage being activated. Staff specifically inquired whether additional insurance was available to cover the \$50,000 per occurrence, and was informed such additional coverage is not available.

Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 adopted budget.

Reviewed By:

This item was reviewed and recommended for approval (5-3-0; Opposed: Denison, Bishop and Rowe) by the General Policy Committee on September 11, 2019. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: October 2, 2019

Witnessed By:

General Contract Information

Contract No: 19-1002051 Amendment No.: N/A Sole Source? No
 Vendor No.: In Progress Vendor/Customer Name: Lyft, Inc.
 Description: Private Transportation Provider Pilot Program to the Ontario International Airport (ONT)
 Estimated Start Date: 10/02/2019 Expiration Date: 10/01/2020 Revised Expiration Date: N/A
 List Any SBCTA Related Contracts Nos.: N/A

Dollar Amount					
Original Contract	\$	408,750.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	408,750.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 408,750.00

Contract Authorization

Board of Directors Date: 10/02/2019 Board Item # 6100

Contract Management (Internal Purposes Only)

Payable Other Contracts No Budget Adjustment

Accounts Payable									
Total Contract Funding: \$				408,750.00	Total Contingency: \$				-
GL: 1040	30	0314	0374	52001	41200000	377,750.00	GL: 1		-
GL: 4170	30	0314	0374	52001	41100000	26,000.00	GL: 1		-
GL: 1040	30	0314	0374	54500	41200000	5,000.00	GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-

Accounts Receivable									
Total Contract Funding: \$				-					
Funding Agreement No: <u> </u>				Reversion Date: <u> </u>					
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-
GL: 1							GL: 1		-

Rebekah Soto Carrie Schindler
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Should the \$26,000 in MSI Valley Fund - Senior/Disabled be exhausted before pilot program ends, We can use funds from the \$377,750 of LTF.

Attachment: Contract Summary Sheet (6100 : Private Transportation Provider Pilot Program: Award Contract to Lyft, Inc.)

CONTRACT NO. 19-1002051

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LYFT, INC.

FOR

**PRIVATE TRANSPORTATION PROVIDER PILOT PROGRAM TO AND FROM
ONTARIO AIRPORT**

This General Services Agreement ("**Agreement**") dated as of the date countersigned below ("**Effective Date**") by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 ("**Lyft**") and **San Bernardino County Transportation Authority (SBCTA)** located at **1170 West 3rd St, Second Floor, San Bernardino, CA 92410** ("**Partner**" or "**SBCTA**"). Lyft and SBCTA are each a ("**Party**") and collectively the ("**Parties**").

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BACKGROUND

Lyft, Inc. ("**Lyft**") operates a ridesharing platform ("**Lyft Platform**") and mobile application (the "**Lyft App**") which allows users the opportunity to request a ride from one location to another (each, a "**Ride**"). The transportation services ("**Driving Services**") are provided by authorized drivers using their own vehicles ("**Drivers**"). Lyft provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, "**Programs**") to help transit agencies administer, track and manage its transportation spends for its authorized users (each, a "**User**"). The undersigned ("**Partner**") desires to participate in the Programs, and Lyft and Partner agree to launch the Programs in accordance with the terms of this General Services Agreement (this "**Agreement**") and as specified in Exhibit A.

2. ACTIVITIES

The parties agree to perform the business activities as set forth in Exhibit A (the "**Activities**"), attached hereto and incorporated herein, during the term set forth in Section 3

(the "**Contract Term**"). Except as expressly agreed to in Section 4 ("**Compensation**") and Section 5 ("**Invoicing**") of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

3. **CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect until complete expenditure of the total Contract Not-To-Exceed Amount or until otherwise terminated, or unless extended as hereinafter provided by written amendment. However, all indemnity, limitation of liability, confidentiality, representations and warranties, and defense obligations hereunder shall survive termination of this Contract. Lyft shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

4. **COMPENSATION**

4.1 The total program Not-To-Exceed Amount is Four Hundred Eight Thousand and Seven Hundred Fifty dollars (\$408,750) to fund ride subsidies and Five Thousand dollars (\$5,000) for marketing materials. Compensation to Lyft shall be on a per-ride basis, defined as a one-way, direct, completed trip from any of the designated Metrolink Commuter Rail Stations to or from ONT for passengers of the Metrolink or Omnitrans service using Lyft's on-demand passenger service ("Ride") and whether or not they are standard rides or fully accessible rides that are compliant with the Americans with Disabilities Act (ADA). The trip must be between one of the Metrolink stations (Ontario - East, Rancho Cucamonga, Upland, or Montclair) and the Ontario International Airport (ONT), and may originate at either end. SBCTA will provide Lyft with a full fare subsidy per Ride, excluding tips and gratuities.

4.2 Progress payments may be made monthly in arrears based on the number of Rides completed by Lyft.

4.3 Lyft shall not start any Work until this Contract has been approved by SBCTA and a NTP has been issued by SBCTA. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Contract.

5. **INVOICING**

5.1 Payment to Lyft as provided herein shall be payable in four (4) week billing period payments, within forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work. Except as otherwise provided in the Agreement, payment obligations are non-cancelable and undisputed fees, once paid, are non-refundable. If SBCTA fails to pay an invoice when due and fails to cure such non-payment within 10 days of written notice thereof, then Lyft may suspend the Lyft Materials until such non-payment is

corrected.

5.2 Lyft shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by supporting documentation, as outlined in Exhibit A (“**Schedule and Progress Reports**”). Each invoice will be for a four week billing period and will be marked with SBCTA’s contract number, description and task order number, if applicable. Invoices shall be submitted within twenty (20) calendar days for the period covered by the invoice. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by Lyft during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to Lyft. Any costs incurred by Lyft in connection with the resubmission of a proper invoice shall be at Lyft’s sole expense. The final invoice shall be marked “FINAL” and will be submitted within sixty (60) calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

5.3 Lyft shall include a statement and release with each invoice, satisfactory to SBCTA, that Lyft has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of Lyft and its sub-consultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to Lyft until Lyft furnishes such statement and release.

5.4 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA’s Awarding Authority takes action.

5.5 Lyft agrees to promptly pay each sub-consultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. Lyft also agrees to return any retainage payments to each sub-consultant within ten (10) calendar days after the sub-consultant’s work is satisfactorily completed and maintain payment records in accordance with this Contract. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from Lyft showing payment has been made to its sub-consultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to Lyft and any sub-consultant(s), which shall constitute payment to Lyft in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE sub-consultants.

6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, Lyft shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by Lyft; and d) other governmental fees and taxes or charges of whatever nature applicable to Lyft to enable it to conduct business.

7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by Lyft, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work, which will or may be affected by a shortage of funds, it will promptly notify Lyft. Nothing herein shall relieve SBCTA from its obligation to compensate Lyft for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

8. PROPRIETARY RIGHTS

8.1 License to Use Lyft Marks. Lyft hereby grants to Partner a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, "Lyft Marks") during the Term, solely in furtherance of Partner's obligations in this Agreement. Partner's use of any of the Lyft Marks shall be subject to Lyft's prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Partner hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Partner shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Partner's use of Lyft Marks must conform to Lyft's usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

8.2 License to Use Partner Marks. Partner hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Partner (collectively, "Partner Marks") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft's use of any of the Partner Marks shall be subject to Partner's prior written approval in each instance. Partner warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft,

hereby covenants and agrees that the Partner Marks shall remain the sole and exclusive property of Partner and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Partner Marks shall inure directly to the benefit of Partner. Lyft's use of Partner Marks must conform to Partner's usage guidelines and instructions as Partner may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Partner Marks be altered or changed in any way).

9. CONFIDENTIAL INFORMATION

9.1 Either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the ("**Confidential Information**"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

9.2 Requirements. Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a request for records under the California Public Records Act (Government Code §§ 6250 et seq.), subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request at least five (5) business days prior to any proposed disclosure so that the Disclosing Party may assert any defenses to disclosure that may be available or seek a court order preventing disclosure. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent

consistent with applicable law. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

10. NO PUBLICITY

Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information online (including web sites, social media channels or blogs) without the prior written consent of such other party. However, this provision is not intended to prohibit SBCTA from providing information about this Agreement or the Programs to the SBCTA Board of Directors and Board Committees, including publicly posted agendas and oral reports made to the Board and/or Committees.

11. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, Lyft shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. Lyft agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

12. CONFLICT OF INTEREST

Lyft agrees that it presently has no interest, financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. Lyft further agrees that in the performance of this Contract no person having any such interest shall be employed. Lyft is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to Lyft.

13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

13.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that

would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

13.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE ("**LYFT MATERIALS**"). LYFT PROVIDES THE LYFT MATERIALS "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET PARTNER'S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, PARTNER'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

14. OWNERSHIP AND FEEDBACK

Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Partner or any User in connection with this Agreement. Partner acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Concierge Service, and Lyft Codes ("**Feedback**") provided by Partner to Lyft are non-confidential. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Partner or any User.

15. INDEMNIFICATION

15.1 Indemnification by Partner. Partner agrees to defend, indemnify and hold

harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Partner's breach of this Agreement; (ii) Partner's violation of the representations and warranties in Section 13; (iii) any allegation that Lyft's use of Partner's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Partner's violation of applicable law.

15.2 Indemnification by Lyft. Lyft agrees to defend, indemnify and hold harmless Partner and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 13; (iii) any allegation that Partner's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) Lyft's violation of applicable law, and (v) any malfunctioning or defect of the Lyft App that prevents a prospective Rider from requesting a Ride or arriving at the destination.

15.3 Indemnification Procedure. A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case, the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

16. LIMITS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR

RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, FOUR HUNDRED THOUSAND DOLLARS (\$400,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY SBCTA FOR FEES INCURRED BY RIDERS, INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER SECTION 15, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.

17. INSURANCE

During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:

- a) Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b) Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.
- c) Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

18. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

19. FEDERAL, STATE AND LOCAL LAWS

Intentionally Omitted.

20. GRATUITIES

Lyft, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

21. SAFETY

Lyft shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to Lyft's operations in the performance of Work under this Contract. Lyft shall comply with all safety instructions issued by SBCTA or their representatives.

22. DRUG FREE WORKPLACE

Lyft agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

23. CONTINGENCY FEE

Lyft warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lyft for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. TERMINATION

24.1 Termination for Convenience. Both parties shall have the right at any time, with or without cause, to terminate further performance of Work and the Agreement by giving thirty (30) calendar days written notice to the other party specifying the date of termination. On the date of such termination stated in said notice, Lyft shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

24.1.1 Lyft shall deliver to SBCTA, all deliverables prepared by Lyft or its sub-consultants or furnished to Lyft by SBCTA. Upon such delivery, Lyft may then invoice SBCTA for payment in accordance with the terms herein.

24.1.2 If Lyft has fully and completely performed all obligations under this Contract up to the date of termination, Lyft shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of

all contracted Work satisfactorily executed to the date of termination.

24.1.3 Lyft shall be entitled to receive the actual costs incurred by Lyft to return Lyft's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

24.2 Termination Events. This Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other party upon: (i) the other Party becoming insolvent; (ii) the other Party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

24.3 Suspension. Lyft may also suspend the SBCTA Account upon five (5) business days prior written notice (email will suffice) if feasible under the circumstances: (i) SBCTA violates (or gives Lyft reason to believe SBCTA has violated) the Agreement; (ii) there is reason to believe the SBCTA's use of the Lyft Platform or Services is fraudulent or negatively impacting the operating capability of the Lyft Platform; (iii) Lyft determines, in its sole discretion, that providing the Lyft Platform and Services is prohibited by applicable Law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Lyft Platform and Services; (iv) SBCTA disputes any Fees; or (v) subject to applicable Law, SBCTA undergoes liquidation, commencement of dissolution proceedings, disposal of its assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if SBCTA becomes the subject of bankruptcy or similar proceeding. Lyft will have no liability for any damages, liabilities, losses (including any loss of data or profits) or any other consequences that SBCTA may incur in connection with any suspension pursuant to this Section.

25. GENERAL

25.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California. Venue for any action between Lyft and partner shall be in the State and Federal Courts located in any county in the program map area as defined in Exhibit A – Attachment 1.

25.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email

to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

25.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

25.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

25.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

25.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

25.7 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures' or partners for any purpose.

Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when

taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

LYFT, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

Name: _____
Title: _____

By:

Darcy McNaboe
President, Board of Directors

Date:

Date:

APPROVED AS TO FORM

Julianna K. Tillquist
SBCTA General Counsel

Date:

CONCURRENCE

Jeffery Hill
SBCTA Procurement Manager

Date:

Attachment: Contract No. 19-1002051 (Contract Only) (6100 : Private Transportation Provider Pilot Program: Award Contract to Lyft, Inc.)

EXHIBIT A

SCOPE OF WORK

GENERAL DESCRIPTION OF SERVICES

San Bernardino County Transportation Authority (SBCTA) is proposing a Private Transportation Network Provider Pilot Program (“**Program**”) which will provide a subsidy of fares for passengers of the Metrolink or Omnitrans services. Lyft operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows Riders the opportunity to request a ride from one location to another (each, a “**Ride**”). The transportation services (“**Driving Services**”) are provided by authorized drivers using their own vehicles (“**Drivers**”). Lyft provides enterprise transportation related solutions, products, and services to business partners to administer, track and manage its transportation spend for its authorized riders (each, a “**Rider**” or “**User**”). SBCTA desires to utilize the Services, and Lyft and SBCTA agree to launch the Services in accordance with the terms of this Agreement and as specified in Exhibit A. “**Services**” means the services, products, and programs offered and provided by Lyft to SBCTA under this Agreement, which may include but are not limited to, Lyft Codes, Lyft Concierge, Lyft Credits, the Lyft Dashboard, Lyft Ride Programs, or any separately requested software or online access provided to SBCTA, training, support, programs, products, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Lyft.

The subsidy shall be provided to Riders that elect to use the Services on a per-ride basis, defined as a one-way, direct, completed trip from any of the designated Metrolink Commuter Rail Stations to or from the Ontario International Airport (ONT) using Lyft’s on-demand passenger service, and may originate at either end (“**Ride**”). For the purpose of this Program, the following Metrolink stations are designated as eligible for the Ride: Ontario East, Rancho Cucamonga, Upland, and Montclair. The Program is proposed to be in effect upon execution of the Contract for a period of Twelve (12) months or until funds are expended. If funds are not fully expended after a period of 12 months, SBCTA shall extend the program for an additional Six (6) months or until the allocated funding is expended.

SERVICE AREA

The work, services, and products described herein shall take place in the Program Area, as set forth in the map attached hereto as **Attachment 1 – Program Area Map**.

PROGRAM GOALS

1. Provide Metrolink and Omnitrans passengers with additional transportation options between ONT and four Metrolink Commuter Rail Stations: Ontario East, Rancho Cucamonga, Upland and Montclair.
2. Increase ridership on Metrolink and Omnitrans services.
3. Support the success of ONT by improving access to and from the Airport.

4. Provide on-demand connectivity between transportation hubs.
5. Collect data to assist in determining the demand for alternative transportation service, as well as unmet service needs between the various Metrolink Commuter Rail Stations and ONT.
6. Increase and cultivate public/private partnerships within San Bernardino County.

PROGRAM COMPONENTS

It is intended for this Program to be modeled after several similar programs launched by transit and transportation companies throughout the United States. Similar to those programs, the SBCTA Program will be developed with the following components:

1. A platform for services for Metrolink and Omnitrans passengers to obtain a subsidized Ride between ONT and the four Metrolink Stations: Ontario East, Rancho Cucamonga, Upland and Montclair.
2. Provision of an on-demand Ride from any of the designated Metrolink Commuter Rail Stations to or from ONT for Metrolink and Omnitrans passengers. The subsidy does not include trips from one Metrolink Commuter Rail Station to another. The geographic boundaries of the area serviced shall be restricted to the Metrolink Station passenger loading area and the ONT terminal passenger loading areas using Lyft's geofencing technology.
 - a) Lyft will subcontract to a third party who will be responsible for providing on-demand ADA-compliant wheelchair-accessible vehicles in order to fulfill requests for such Rides. SBCTA will pay a flat fare of \$35 per ride for On-Demand wheelchair accessible vehicle trips under the program. If wheelchair-accessible vehicle ride volume does not meet or exceed 30 rides per month, SBCTA will pay for a minimum of 30 wheelchair-accessible rides per month at \$35 per ride, for a total minimum of \$1,050 per month, as a monthly retainer for services.
3. Provision of a Ride booking or reservation mechanism for both mobile and non-mobile users.
4. Customer service with a dedicated account manager and customer support team to assist with customer service needs via a 24/7 customer support telephone number and online portal system.
5. A unique promotional code generated by Lyft to distribute to passengers that meet the origin and destination criteria that is verified by Lyft's geofencing technology.
6. Prohibition of application of the fare subsidy to tip or gratuity; passengers of Omnitrans and Metrolink service that utilize Lyft's service may elect to provide a tip or gratuity to

Lyft's private transportation drivers, however, this amount will not be covered by the fare subsidy.

7. Lyft will accommodate unbanked customers through the Lyft app. Non-smartphone users can request rides via SBCTA through the Concierge Dashboard (see Exhibit A Section 2.0). Should Lyft develop other payment and reservation mechanisms, such mechanisms may also be implemented.
8. Proper authorization to conduct business within the boundaries of the city for which the service is being provided, including but not limited to permits, licenses, training, and any other local jurisdiction requirements.
9. Provision of consistent monthly reports (see Attachment 2).
10. Development of marketing materials or content to promote the Program to the general public.
11. Provision of periodic surveys to program participants to help understand program effectiveness and reach.

1.0 PROJECT MANAGEMENT

The Program covers typical project management services, including administration of the Lyft work, contractual compliance, oversight of billing and invoicing procedures, and progress reports. SBCTA may require additional Project Management services to be performed by Lyft; typical services anticipated at this time include, but are not limited to, the following:

1.1 COORDINATION AND MEETINGS

Lyft shall meet with the relevant parties as needed to discuss issues pertinent to the project.

1.2 ADMINISTRATION

Administration shall include the following elements:

- a) Supervise, coordinate, and monitor work for conformance with appropriate standards and policies.
- b) Apply for and/or assist with obtaining City approvals and permits as required.
- c) Prepare, circulate, and file correspondence and memoranda as appropriate.
- d) Maintain Program files in an organized manner that is accessible to SBCTA.

1.3 REPORTING

Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.

1.4 BUDGET MANAGEMENT

The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than [\$408,750] associated with Partner Codes (“**Budget**”), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget. Any increase in cost of scope of services must be authorized by SBCTA in writing no later than fourteen (14) days in advance.

2.0 DASHBOARD MANAGEMENT AND ADMINISTRATION

2.1 ACCESS TO THE DASHBOARD

In order for SBCTA to manage the Programs, Lyft will provide SBCTA with access to an online portal owned and hosted by Lyft (the “**Dashboard**”). SBCTA may use the Dashboard to request Rides for Users. Additionally, Lyft grants SBCTA a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. SBCTA shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to SBCTA under this Agreement.

2.2 SBCTA ADMINISTRATION

SBCTA will designate at least one (1) authorized personnel of SBCTA to serve as SBCTA’s administrator (each, an “**Administrator**”) and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. SBCTA is responsible and will indemnify Lyft for all activity occurring under SBCTA’s Dashboard login credentials, except to the extent caused by Lyft’s breach of this Agreement. SBCTA will contact Lyft upon known or suspected unauthorized use under SBCTA’s Dashboard or if Dashboard login credentials information is lost or stolen.

3.0 CONCIERGE SERVICE

Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a “**Request**”). Each Request will include all relevant Ride information, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “**User Information**”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, SBCTA will be notified of such cancellation via the Dashboard. Any Request cancellations by SBCTA or no-shows by Users will be subject to Lyft’s cancellation policy. SBCTA will pay Lyft for all Rides under the Concierge Service (“**Concierge Rides**”). All Concierge Rides are subject to prime time surcharges and Driver availability.

3.1 RIDE REQUESTS

When submitting a Request, SBCTA consents on behalf of itself and each User to allow Lyft to use the User Information to:

- a) Send transactional SMS texts to the User relating to the Request and User’s Ride;
- b) Share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and
- c) Use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy.

SBCTA represents that SBCTA will use commercially reasonable efforts to only submit Requests for Users whom are eighteen (18) years of age or older and will obtain consent from each User to allow Lyft to share such User Information for the purposes set forth herein. SBCTA agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of SBCTA’s representations and warranties.

4.0 SBCTA PROMOTIONAL CODES

Lyft will provide Users with a GOSBCTA promotional code (“**Partner Code**”) for use with this Agreement, with the following restrictions:

1. Program Area: The Partner Codes will be for travel limited by a geofence as outlined and detailed in Attachment 1.
2. Fare Subsidy Value – Each Partner Code shall provide up to 120 rides per month. SBCTA will pay for up to \$35 of the ride cost. If the total cost of the ride exceeds \$35, the remainder of the ride cost will be covered by the rider.
3. Code Use – In order to use a Code, a User must: (a) take a completed ride that meets the eligible origin and destination requirements of the program (as outlined in the Program Map below), which qualify for Partner Code redemption under this Agreement; and (b) successfully apply the credit associated with the Partner Code at the end of the ride.
4. Modifications - To modify Partner Codes during the Term, SBCTA may send an email to transit@lyft.com and codeshelp@lyft.com, which contains the modifications to:
 - a) The subsidy amount attributable to each Partner Code; and/or
 - b) Any additional Partner Code parameters (collectively, “**Code Modifications**”).

SBCTA represents and warrants that the person submitting Code Modifications has the requisite express, actual authority to modify Partner Codes on behalf of SBCTA. Upon Lyft’s receipt of a Code Modification (i) Lyft agrees to sell, transfer and deliver the modified Partner Codes to SBCTA within five (5) business days, and (ii) SBCTA agrees to pay Lyft for any usage of the Partner Codes, subject to the terms and conditions herein.

5. Cancellations - SBCTA can request a refund for the Partner Codes by emailing transit@lyft.com and codeshelp@lyft.com at least seven (7) days prior to the intended cancellation date. Cancellations take approximately three (3) business days to process. Notwithstanding the foregoing, if the Partner Code has already been redeemed at any point prior to the successful processing of the cancellation request, Lyft will not be able to fulfill your cancellation request or modify the Partner Code in any way.
6. Code Expiration - Each Partner Code and its corresponding fare subsidy will expire under the following conditions:
 - a) Upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or
 - b) Upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

7. Payment - SBCTA agrees to pay for any usage of the Partner Codes through the invoicing process, subject to the terms and conditions herein. The SBCTA promo code does not include tips or gratuities; Users will be responsible for payment of tips and gratuities should they elect to provide these. Any amount of the ride fare that is greater than the credit value of the Partner Code, the User will be responsible for payment of the remaining balance.

5.0 ADDITIONAL OBLIGATIONS

5.1 LYFT OBLIGATIONS

Lyft will be responsible for working collaboratively with Metrolink, Omnitrans and SBCTA staff on promoting the program through existing marketing channels utilized by each agency.

ATTACHMENT 1
PROGRAM AREA MAP



Attachment: Exhibit - A Scope of Work (6100 : Private Transportation Provider Pilot Program: Award

ATTACHMENT 2
MONTHLY DATA REPORT

INVOICE

Passenger ID (Anonymized)	Transaction ID	Month/Year	Day of Travel	Dispatch Method	Origin (Census Tract)	Destination (Census Tract)	Trip Time Period*	Trip Length (2 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	4i4i4i4i	March 2019	Tuesday	Concierge	032013	031631	AM Peak	0-2	0-5	\$10.15	\$6.15
347477	13i33ii33	March 2019	Tuesday	Code	031634	032013	Midday	8-10	15-20	\$25.35	\$15.00
5586	45ii54444	March 2019	Thursday	Code	032013	031633	PM Peak	2-4	5-10	\$11.20	\$7.20
44433	3i44ii3333	March 2019	Sunday	Concierge	031643	032013	Midday	14-16	20-25	\$32.40	\$15.00
Total Trips										\$79.10	\$43.35

	Saturday	Sunday	Total
Overall Mileage of Service	2	2.1	42.1
Overall Hours of Service	0.5	0.6	2.3

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2019

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X		X	X	X						
Janice Rutherford Board of Supervisors	X			X	X		X		X			
Dawn Rowe Board of Supervisors		X		X	X	X	X		X			
Curt Hagman Board of Supervisors	X	X		X	X	X			X			
Josie Gonzales Board of Supervisors	X	X		X	X	X	X		X			
Gabriel Reyes City of Adelanto			X									
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X			
Julie McIntyre City of Barstow	X	X	X	X	X	X	X					
Bill Jahn City of Big Bear Lake		X	X	X		X	X		X			
Eunice Ulloa City of Chino	X	X	X	X	X	X	X		X			
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X			
Frank Navarro City of Colton	X	X	X	X	X	X	X		X			
Acquanetta Warren City of Fontana	X	X	X	*	*	X	X		X			
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	X		X			
Bill Holland City of Hesperia	X	*	*	*	*	*	*		X			
Rebekah Swanson City of Hesperia	X	X	X	X	X	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 – 2019

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	*		X			
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X	X		X			
John Dutrey City of Montclair	X	X	X	X	X	X	*		X			
Edward Paget City of Needles	X	X	X	X	X				X			
Alan Wapner City of Ontario		X	X	X	X	X	X		X			
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X		X	*		*			
Toni Momberger City of Redlands	* Attended as the Alternate	X		X	X	X	X		X			
Deborah Robertson City of Rialto	X	X	X		X	X	*		X			
John Valdivia City of San Bernardino	X	X	X	X	*	X	X					
Joel Klink City of Twentynine Palms	X	*	X	X	X	X	X		X			
Debbie Stone City of Upland	X	X	X		X	X	X		X			
Jim Cox City of Victorville	X	X	X	*	*	*	X		X			
David Avila City of Yucaipa	X	X	X	X	X		X		X			
Rick Denison Town of Yucca Valley		X	X	X	X	X	X		X			
Janice Benton Ex-Official Member	Syed Raza	X										
Michael Beauchamp Ex-Official Member			X	X	X	David Bricker	Jamal Elsaleh		Syed Raza			

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
IIEP	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 August 15, 2019. The next meeting is scheduled for Thursday, September 19, 2019 at 2:00 p.m., in Conference Room CC8.

FYs 2018-2021 Work Program

Exercise Option for Website Services

Following an open RFP process, the MSRC entered into its current contract with Geographics for design, hosting and maintenance of the MSRC website. The contract allowed for a two-year extension, contingent upon allocation of funds by the MSRC and approval by the South Coast AQMD Governing Board. Due to an error when the contract was originally written, the contract does not expire until February 20, 2021. However, the contract only provides hosting and maintenance funding through July 2019. MSRC staff reviewed Geographics' performance and found that they worked well with staff and other key stakeholders to identify needs during the development process. Geographics has also performed well subsequent to site launch. The MSRC approved exercising the option and increasing the contract value by \$7,500, for a new total contract value of \$70,040, as part of the FYs 2018-21 Work Program. This contract modification will be considered by the South Coast AQMD Board at its September 6, 2019 meeting.

Major Event Center Transportation Program

As part of its FYs 2018-21 Work Program, the MSRC allocated \$6.5 million for event center transportation programs and released Program Announcement #PA2019-03. The Program Announcement solicits applications from qualifying major event centers and/or transportation providers to provide transportation service for venues not currently served by sufficient transportation service. To date, the MSRC has awarded a total of \$1,163,485. The MSRC considered recommendations concerning an additional application submitted by Orange County Transportation Authority (OCTA). OCTA requested the MSRC to consider an award of \$468,298 to provide express bus service to the Orange County Fair in Costa Mesa. Service would be provided on nine routes between existing transit facilities and the Fair, on Saturdays and Sundays for all five weekends of the 2019 and 2020 Fair seasons. The service will utilize "near-zero" CNG buses as well as one zero emission, hydrogen fuel cell bus. OCTA and its partners are committed to provide at least \$517,813 in co-funding contributions to the operation and marketing of the program. The MSRC approved a contract award to OCTA in an amount not to exceed \$468,298 as part of the FYs 2018-21 Work Program for the Orange County

Fair Express bus service. This contract award will be considered by the South Coast AQMD Board at its September 6, 2019 meeting.

Programmatic Outreach Services

As part of the FYs 2018-21 Work Program, the MSRC released a Request for Proposals for the solicitation of Programmatic Outreach Services. The RFP established a funding target level not to exceed \$250,000 for an initial three-year period, with an option clause for another two-year period. The selected contractor would assist in promoting the MSRC's Clean Transportation FundingTM programs as well as providing outreach assistance to current and prospective MSRC project implementers. The RFP was released on May 3, 2019. A total of two proposals were received by the closing date on June 19, 2019. The proposals were reviewed by a panel comprised of members of the MSRC's Technical Advisory Committee. The MSRC approved a contract award to Better World Group Advisors in an amount not to exceed \$250,000 for the base three-year period as part of the FYs 2018-21 Work Program, with an option clause for an additional two-year period subject to approval by the MSRC and South Coast AQMD Board at a later date. This contract modification will be considered by the South Coast AQMD Board at its September 6, 2019 meeting.

Update on Timelines for MSRC's Regional Goods Movement Program

In June 2019, the MSRC established four subject matter areas for the Regional Goods Movement Program of its FYs 2018-21 Work Program. The MSRC received an update on developments in these areas. For Inland Ports, focused on distribution centers in the Inland Empire, a "TAC-Member Only" subcommittee has been suggested. For Last Mile, focused on transportation following departure from distribution centers, a working group meeting to discuss potential partnership with SCAG to implement a comprehensive Last Mile Goods Movement Project is suggested for Fall 2019. For Maritime Ports, focused on the Ports of Long Beach and Los Angeles, together with the Zero-and Near-Zero Truck Cooperative, focused on creating a streamlined process to assist small businesses and encourage fleet turnover, a "Brown Act" working group has been suggested with stakeholders including, but not limited to, members of the MSRC-TAC & MSRC, South Coast AQMD, CARB, Los Angeles County MTA, Clean Energy and LA Cleantech Incubator (LACI). The initial meeting is tentatively scheduled for September 2019.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following actions:

1. For the City of Hemet, Contract #ML12043, which provided \$60,000 to purchase two heavy-duty CNG vehicles, reduced scope and value and 26-month term extension. The City requested to remove tasks and funding associated with purchase of the CNG vector truck; and

2. For the City of Eastvale, Contract #ML16040, which provided \$110,000 to install EV charging infrastructure, revised locations, increasing stations from six to twenty, and two-year term extension.

Received and Approved Final Reports

The MSRC received and unanimously approved four final reports this month as follows:

1. Orange County Transportation Authority, Contract #MS16112, which provided \$1,470,000 to repower up to 98 transit buses;
2. Southern California Regional Rail Authority (Metrolink), Contract #MS18010, which provided \$351,186 to implement special Metrolink Service to Union Station;
3. Los Angeles County MTA, Contract #MS18025, which provided \$1,324,560 for special bus and train service to Dodger Stadium); and
4. Southern California Regional Rail Authority (Metrolink), Contract #MS18105, which provided \$252,696 for special train service to the Festival of Lights.

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 L. McCallon D. Robertson L. Michael R. Marquez B. Jahn R. Ramirez C. Hagman	B. Jahn R. Ramirez	D. Robertson	F. Navarro L. McCallon L. Michael R. Marquez 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. *Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Vacant	Cynthia Moran John Valdivia Toni Momberger	John Dutrey

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 San Bernardino 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.	12/31/20
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
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, 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 12/31/20
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.	12/31/20 12/31/20
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, 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.	12/31/20 12/31/20

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	Deborah Robertson, Rialto	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). Members of the Steering Committee do not receive a stipend.	12/31/22
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 Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA 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 SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, 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.	12/31/20
California Vanpool Authority (CalVans)	Rick Denison, Yucca Valley, Primary John Valdivia, 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.	12/31/20 12/31/20

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 (Past President) L. Dennis Michael, Rancho Cucamonga Acquanetta Warren, Fontana Curt Hagman, Supervisor (Chair MVSS)</p> <p><u>East Valley</u> Frank Navarro, Colton (Chair/Vice President) Darcy McNaboe, Grand Terrace (Vice Chair/President) Larry McCallon, Highland Josie Gonzales, Supervisor</p> <p><u>Mountain/Desert</u> Bill Jahn, Big Bear Lake (Chair TC) Art Bishop, Apple Valley Rick Denison, Yucca Valley (Chair MDC) Dawn Rowe, Supervisor</p> <p>Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.</p>	<p>6/30/2020 6/30/2020 6/30/2020 6/30/2020</p> <p>6/30/2020 6/30/2020 6/30/2020 6/30/2020</p> <p>6/30/2020 6/30/2020 6/30/2020 6/30/2020</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, and 2 Mountain/Desert Board Members. 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) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Frank Navarro, Colton John Dutrey, Montclair** Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Acquanetta Warren, Fontana Ray Marquez, Chino Hills** Dawn Rowe, Supervisor John Valdivia, San Bernardino</p>	<p>12/31/2020 (6/30/2020) 12/31/2019 (6/30/2020) 12/31/2019 Indeterminate Indeterminate 12/31/2020 12/31/2020 Indeterminate 12/31/2019 Indeterminate 12/31/2020 12/31/2020</p>

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)</p>	<p>Rick Denison, Yucca Valley (Chair) Robert A. Lovingood, Supervisor (Vice Chair) Rebekah Swanson, Hesperia Art Bishop, Apple Valley Julie McIntyre, Barstow Bill Jahn, Big Bear Lake Gabriel Reyes, Adelanto Joel Klink, Twentynine Palms Jim Cox, Victorville Edward Paget, Needles Dawn Rowe, Supervisor Janice Rutherford, Supervisor</p>	<p>Indeterminate (6/30/2020) Indeterminate (6/30/2020) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Transit Committee	Second Thursday (following the Board of Directors meeting), 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</p>	<p>Board of Directors Curt Hagman, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair)</p>	<p>6/30/2020 6/30/2020</p>

Meeting Time: Second Thursday (following the Board of Directors meeting), 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor – Vice Chair Robert A. Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Acquanetta Warren, Fontana Art Bishop, Town of Apple Valley</p>

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 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members 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 (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership – Morongo Basin Transit Authority Mountain Area Regional Transit Authority Needles Area Transit Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works</p> <p>At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center</p>	<p>On-going On-going On-going On-going On-going On-going</p> <p>5/31/2020 9/30/2020 9/30/2020 6/30/2022 5/31/2020</p>

Communication: Committee Membership (Committee Membership)

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

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> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <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) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Darcy McNaboe, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>12/31/20 12/31/20 12/31/22 12/31/22 12/31/22</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 – Darcy McNaboe, Grand Terrace Vice President – Frank Navarro, Colton Immediate Past President – Alan Wapner, Ontario</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 Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton 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>
<p>Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.</p>	<p>To provide policy guidance related to funding allocations and project delivery.</p>	<p>Ron Dailey, Loma Linda (Omnitrans) Penny Lilburn, Highland (Omnitrans) Sam Spagnolo, Rancho Cucamonga (Omnitrans) Darcy McNaboe, Grand Terrace (SBCTA) Dusty Rigsby, Loma Linda (SBCTA) Ray Marquez, Chino Hills (SBCTA)</p>
<p>Visioning Ad Hoc Committee In June 2019, the SBCTA Board President appointed SBCTA members to this ad hoc committee.</p>	<p>To review the Mission Statement.</p>	<p>Julie McIntyre, Barstow Eunice Ulloa, Chino Darcy McNaboe, Grand Terrace Rebekah Swanson, Hesperia John Dutrey, Montclair John Valdivia, San Bernardino Janice Rutherford, County of San Bernardino</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.</p> <p>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.</p> <p>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.</p> <p>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>

Communication: Committee Membership (Committee Membership)

Project Development Teams	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>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.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT.
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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