





### **AGENDA**

# Board of Directors Meeting September 2, 2020

10:00 a.m.

MEETING ACCESSIBLE VIA ZOOM AT: https://zoom.us/j/98712422052

### **Teleconference**

Dial: 1-669-900-6833 Meeting ID: 987 1242 2052

This meeting is being conducted in accordance with Governor Newsom's Executive Orders N-25-20, N-29-20 and N-35-20

### **Board of Directors**

President

Frank Navarro, Mayor City of Colton

Vice-President

Julie McIntyre, Mayor City of Barstow

Gabriel Reyes, Mayor City of Adelanto

Art Bishop, Council Member Town of Apple Valley

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

Darcy McNaboe, Mayor City of Grand Terrace

Rebekah Swanson, Council Member City of Hesperia

Larry McCallon, Mayor City of Highland

Rhodes "Dusty" Rigsby, Council Member 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 City of Twentynine Palms

Debbie Stone, Mayor City of Upland

Jim Cox, Council Member City of Victorville

David Avila, Mayor 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

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Interested persons may submit Public Comment in writing to the Clerk of the Board at <a href="mailto:clerkoftheboard@gosbcta.com">clerkoftheboard@gosbcta.com</a>. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on September 1, 2020.

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 Frank Navarro)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements

Calendar of Events

iv. Agenda Notices/Modifications

Pg. 17

## **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. 18

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. June and July 2020 Procurement Report

Pg. 20

Receive the June and July 2020 Procurement Report.

Presenter: Hilda Flores

This item was received by the General Policy Committee on August 12, 2020.

### 3. Measure I Revenue

Pg. 33

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

**Presenter: Hilda Flores** 

This item was received by the General Policy Committee on August 12, 2020.

### **Consent - Project Delivery**

# 4. Updated Right-of-Way Acquisitions for Project Delivery Projects

Pg. 35

Receive and file updated lists of Right-of-Way property acquisitions for Project Delivery Projects which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery Eminent Domain actions.

**Presenter: Paula Beauchamp** 

This item was received by the Board of Directors Metro Valley Study Session on August 13, 2020 and the Mountain/Desert Policy Committee on August 21, 2020.

# 5. San Bernardino Valley Coordinated Traffic Signal System - Iteris Contract Pg. 60 No. 16-1001515 Amendment No. 1 to Contract Task Order 4

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

Approve, ratify, and authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract Task Order 4 on Contract No. 16-1001515 with Iteris for the San Bernardino Valley Coordinated Traffic Signal System to update the Signals Coordination Timing for the City of Yucaipa and County of San Bernardino in Priority Area 4 for an amount not-to-exceed \$110,000.

**Presenter: Paula Beauchamp** 

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 13, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft CTO amendment.

### 6. Interstate 15 Corridor Contract 1 PS&E Design Services Contract Award

Pg. 69

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

- A. Award Contract No. 20-1002266 to Michael Baker International for \$21,319,091.00, for Plans, Specifications and Estimates Design Services for the Interstate 15 (I-15) Corridor, Contract 1, Express Lanes Project.
- B. Approve a contingency budget of \$2,131,909.10 for Contract No. 20-1002266 which would be released by the Department Director by contract amendment for out of scope work elements which may arise during project execution.
- C. Approve the waiver of the five-year maximum contract term for Contract No. 20-1002266 as defined in Policy No. 11000 to allow the consultant to provide design support during construction for the I-15 Corridor Contract 1 Project.

Presenter: Paula Beauchamp

This item and a previous version of the contract were reviewed and recommended for approval (15-1-0; Opposed: Valdivia) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 13, 2020. Subsequent to approval by the Metro Valley Study Session, the draft contract and scope of work were revised. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this agenda item and the draft contract.

7. Cooperative Agreement with the City of Barstow for North First Avenue Bridge over Pg. 174 the BNSF Intermodal Yard

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

Approve Cooperative Agreement No. 19-1002226 for the Construction Phase of the North First Avenue Bridge over the BNSF Railway Company intermodal yard with the City of Barstow (City) to allow San Bernardino County Transportation Authority (SBCTA) to be the sponsor agency. The estimated total cost for the Construction Phase is \$63,873,000, with SBCTA contributing an amount not-to-exceed \$7,109,661, the City contributing \$2,660,000, and the Highway Bridge Program contributing \$54,103,339.

Presenter: Paula Beauchamp

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 21, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

# **Consent - Regional/Subregional Planning**

**8.** San Bernardino County Active Transportation Plan Update (Formally Non-Motorized Pg. 189 Transportation Plan)

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

A. Approve revisions to the San Bernardino County Non-Motorized Transportation Plan as contained in Attachment A, including changing the plan document title to San Bernardino County Active Transportation Plan (SBCATP).

B. Approve the SBCATP technical correction data update procedure.

**Presenter: Steve Smith** 

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020.

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# **9.** Award Contract No. 20-1002340 to Dudek for the San Bernardino County Regional Pg. 234 Conservation Investment Strategy

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

Approve Contract No. 20-1002340 with Dudek for the development of San Bernardino County Regional Conservation Investment Strategy (SBC RCIS): A Countywide Habitat Preservation/Conservation Plan, in an amount not-to-exceed \$519,860.

**Presenter: Steve Smith** 

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

# 10. Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II Caltrans Grant Pg. 269 Award

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

A. Approve Resolution No. 21-002, authorizing the Executive Director or his designee to execute Contract No. 21-1002471, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) for SBCTA to receive an amount not-to-exceed \$537,377 for the development of a Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II.

B. Authorize the Executive Director or his designee to release Request for Proposals No. 21-1002466 for development of the Comprehensive Pedestrian Sidewalk Connectivity Plan – Phase II.

C. Approve a budget amendment to the Fiscal Year 2020/2021 Budget, Task No. 0404, by adding Caltrans Sustainable Communities Planning Grant funds in the amount of \$537,377.

**Presenter: Steve Smith** 

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the proposed resolution.

# **Consent - Transit**

# 11. Bi-Annual Fiscal Year 2019/2020 Railroad Right-of-Way Grants of Use Report

Pg. 284

Receive and file the second half of Fiscal Year 2019/2020 (January through June 2020) Right-of-Way Grants of Use Report.

Presenter: Ryan Aschenbrenner

This item was received by the Transit Committee on August 13, 2020.

### 12. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Pg. 287 Year 2020/2021

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

Approve the Southern California Regional Rail Authority's (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2020/2021, in which the following subsidies are being requested:

### Agenda Item 12 (cont.)

- i. Total operating assistance allocation of \$25,067,183, paid for with \$8,768,849 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds; \$5,902,334 of Valley Local Transportation Funds, which includes \$3,033,993 previously allocated by San Bernardino County Transportation Authority (SBCTA) for the three-month continuing resolution period; \$4,000,000 of Federal Transit Administration Section 5337 State of Good Repair Funds; \$4,000,000 of State Transit Assistance Operator Share Funds; and prior year surplus carry-over Valley Local Transportation Funds in the amount of \$2,396,000, previously reallocated by SBCTA for the three-month continuing resolution period; and
- ii. Rehabilitation allocation of \$6,789,454, paid for with \$4,627,476 of Federal Transit Administration Section 5337 State of Good Repair Funds; and \$2,161,978 of Senate Bill 1 State of Good Repair Funds (\$2,145,772 Population Share and \$16,206 Operator Share); and
- iii. Capital allocation of \$0; and
- iv. Approve the use of up to \$4,000,000 of Valley Local Transportation Funds to meet SBCTA's subsidy obligation to SCRRA, to be offset by future invoice credits as a cash flow mechanism until Federal Transit Administration Section 5337 reimbursements occur; and
- vi. De-allocate \$2,548,626 of Federal Transit Administration Section 5337 State of Good Repair Funds allocated in prior years as part of the annual subsidies that is in excess of SCRRA's needs (FY 2017/2018, \$1,304,656 and FY 2018/2019, \$1,243,970).

As referenced above, the requested subsidy amount of \$25,067,183 for operations encompasses the funds provided by SBCTA as part of the three-month continuing appropriations resolution in the amount of \$5,429,993 approved by the Board of Directors on July 1, 2020, and SCRRA has elected to commit \$8,768,849 of the SBCTA share of CARES Act funds to the FY 2020/2021 budget. This results in an outstanding balance of \$10,868,341 for the remainder of FY 2020/2021 operations.

Due to the existing "All-Share Formula" used by SCRRA, which distributes costs amongst the five member agencies for system-wide expenses, the full transmittal of SBCTA's allocation for rehabilitation is contingent upon each of the five member agencies approving their full financial contribution, as part of SCRRA's preliminary FY 2020/2021 budget request.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

### 13. Transportation Development Act Unmet Needs Hearing for Fiscal Year 2020/2021

Pg. 321

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

- A. Adopt definitions of "Unmet Transit Needs" and "Reasonable to Meet", as identified in Attachment A.
- B. Set time, date and location for Transportation Development Act Unmet Transit Needs Public Hearing.

**Presenter: Nancy Strickert** 

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

### 14. Unmet Transit Needs Public Hearings and Findings

Pg. 325

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

A. Review the testimony from the September 2019 Unmet Transit Needs Public Hearings; and

B. Adopt Resolution No. 21-003 for Unmet Transit Needs Findings.

**Presenter: Nancy Strickert** 

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. The low desert (Morongo Basin) unmet needs were reviewed and approved by the Public and Specialized Transit Advisory and Coordination Council (PASTACC) on June 9, 2020. The high desert (Victor Valley/Barstow) unmet needs were reviewed and approved by PASTACC on August 11, 2020. SBCTA General Counsel has reviewed this item and the draft Resolution.

### 15. Fiscal Year 2019/2020 Third Quarter Transit Operator Update

Pg. 334

Receive and file the San Bernardino County Multimodal Transportation Third Quarter Update. **Presenter: Nancy Strickert** 

This item was received by the Transit Committee on August 13, 2020.

### 16. Redlands Passenger Rail Project Quarterly Update

Pg. 356

Receive and file the Redlands Passenger Rail Project Quarterly Update.

**Presenter: Victor Lopez** 

This item was received by the Transit Committee on August 13, 2020.

# 17. West Valley Connector Cooperative Agreements with Various Cities

Pg. 373

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

- A. Direct staff to proceed with deferment of the new operations and maintenance facility and implementation of the 40-foot battery electric buses and associated improvements needed at the existing West Valley Maintenance Facility, as identified in the Transit and Intercity Capital Program grant award.
- B. Approve Cooperative Agreement No. 20-1002420 with the City of Pomona, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Pomona.
- C. Authorize the Executive Director, or designee, to approve Cooperative Agreement No. 20-1002421 with the City of Montclair, upon finalization by staff and approval as to final form by General Counsel, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Montclair.
- D. Approve Cooperative Agreement No. 20-1002422 with the City of Ontario, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Ontario.
- E. Authorize the Executive Director, or designee, to approve Cooperative Agreement No. 20-1002423 with the City of Rancho Cucamonga, upon finalization by staff and approval as to final form by General Counsel, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Rancho Cucamonga. **Presenter: Victor Lopez**

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

### **Consent - Transportation Programming and Fund Administration**

### Allocation of Residual Rialto Parking Lot Expansion - Public Transportation Pg. 420 **Modernization Improvement and Service Enhancement Account Funds**

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

Approve the reallocation of the balance of Fiscal Year 2010/2011 Public Transportation Modernization, Improvement, and Service Enhancement Account – Population Share funds from the Rialto Metrolink Parking Lot Expansion Project to the Redlands Passenger Rail Project in the amount of \$585,081.45 from the original project allocation and \$112,410.56 of interest accrued through June 30, 2020, for a total of \$697,492.01, plus any residual interest that accrues until the funds are officially reallocated.

**Presenter: Michele Fogerson** 

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

### **19.** Mountain/Desert Subareas Proposed Project List through Fiscal Year 2039/2040

Pg. 423

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

Approve the proposed Measure I Mountain/Desert Subareas Project Lists through Fiscal Year 2039/2040 for programming of future Major Local Highway Program and State/Federal funding as accepted by the Mountain/Desert Policy Committee on August 21, 2020, and as listed in Attachment 1.

Presenter: Eric Jacobsen

This item was reviewed by the Mountain/Desert Policy Committee on August 21, 2020.

### **20.** Amendment No. 3 to Agreement No. 15-1001119 with the City of Barstow for the North Pg. 429 First Avenue Overhead Bridge over BNSF Railroad Funding Agreement

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

Approve Amendment No. 3 to Agreement No. 15-1001119 for the North First Avenue Overhead Bridge over BNSF Railroad, with the City of Barstow, to remove the Construction phase and to decrease the funding amount to \$2,279,089.

Presenter: Ellen Pollema

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 21, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

# **Consent - Legislative/Public Outreach**

### 21. **State and Federal Legislative Update**

Pg. 437

Receive and file the August 2020 State and Federal Legislative Update.

**Presenter: Louis Vidaure** 

This item was received by the General Policy Committee on August 12, 2020.

Note action taken by the Legislative Policy Committee, on behalf of the San Bernardino Associated Governments (SBCOG), and consistent with the SBCOG 2019-2020 State Legislative Platform, at the August 4, 2020 Special Meeting of the Legislative Policy Committee. A SUPPORT position on Assembly Bill 1035 by Assembly members James Ramos and Chad Mayes was adopted.

Presenter: Louis Vidaure

This item was reviewed and a support position was adopted by the Legislative Policy Committee, on behalf of the San Bernardino Associated Governments (SBCOG), and consistent with the SBCOG 2019-2020 State Legislative Platform, at the August 4, 2020 Special Meeting of the Legislative Policy Committee. SBCTA General Counsel has reviewed this item.

### **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 - Transit**

23. Tunnel to Ontario International Airport - Memorandum of Understanding Pg. 476 No. 21-1002463 with Ontario International Airport Authority, Procurement Structure, & Cancellation of Ontario International Airport Rail Access Alternatives Analysis

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

- A. Cancel the Request for Proposals No. 20-1002369 for preparation of Alternatives Analysis for the Ontario International Airport (ONT) Rail Access Project.
- B. Approve Memorandum of Understanding No. 21-1002463 between San Bernardino County Transportation Authority (SBCTA) and Ontario International Airport Authority, for development of a tunnel connection between the Rancho Cucamonga Metrolink station and the ONT.
- C. Approve the allocation of an additional \$10,300,000, with specific fund sources to be recommended upon contract award, bringing the total funding allocated to the Tunnel to ONT Project to \$17,050,000.
- D. Approve a maximum annual allocation of \$2,330,000, to be escalated at 3% per year, for operations including annual expenses incurred directly by SBCTA. Specific fund sources to be allocated on an annual basis.
- E. Approve the release of a Request for Qualifications No. 21-1002450 in an effort to shortlist qualified firms for the potential Tunnel to ONT Infrastructure Developer, upon General Counsel's approval as to form.

Presenter: Carrie Schindler

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 the draft MOU and RFQ.

# **24.** Amendment No. 1 to Contract No. 20-1002310 - Procurement of Zero-Emission Pg. 576 Multiple Unit Rail Vehicles

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

Approve Amendment No. 1 to Contract No. 20-1002310, Procurement of Zero-Emission Multiple Unit Rail Vehicles, between San Bernardino County Transportation Authority and Stadler US, Inc., in an amount not-to-exceed \$117,216.50, bringing the total not-to-exceed contract amount to \$23,617,216.50.

**Presenter: Carrie Schindler** 

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 the draft amendment.

# 25. XpressWest - Privately Funded High-Speed Rail between Las Vegas and Rancho Pg. 582 Cucamonga

Receive presentation from DesertXpress Enterprises, LLC, doing business as XpressWest, regarding a privately funded high-speed passenger rail connection between Las Vegas, Nevada, and the Rancho Cucamonga Metrolink station, predominately utilizing the Interstate-15 transportation corridor.

**Presenter: Carrie Schindler** 

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

# **26.** San Bernardino County Transportation Authority and Omnitrans Consolidation Study Pg. 588 and Innovative Transit Review of the Metro-Valley

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

- A. Receive and file an update on the Consolidation Study and Innovative Transit Review of the Metro-Valley; and
- B. Approve staff recommendation to not consolidate San Bernardino County Transportation Authority and Omnitrans due to the minimal financial savings and the major organizational and legal risks.

**Presenter: Beatriz Valdez** 

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. SBCTA General Counsel has reviewed this item and the reports.

## **Discussion - Project Delivery**

# **27.** Interstate 10 University Street Interchange Improvements Project - Award Pg. 764 Construction Contract

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

- A. Award Construction Contract No. 20-1002290 based on the competitive low bid process for the Interstate 10 University Street Interchange Improvements Project (Project) to SEMA Construction, Inc. in the amount of \$3,147,457.50.
- B. Approve an Allowances/Contingency amount of \$830,590, for Supplemental Work, Contingency, and Agency Furnished Materials for the Project, and authorize the Executive Director or his designee to release the contingency as necessary.

**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 the draft contract.

### **Discussion - Council of Governments**

### 28. Countywide Vision Element Addition

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

- A. Direct staff to collaborate in the creation of the eleventh element within the Countywide Vision that ensures it builds on the existing successes of the 2010-2011 Countywide Vision which includes the following element groups:
  - i. Education
  - ii. Housing
  - iii. Jobs/Economy
  - iv. Infrastructure
  - v. Public Safety
  - vi. Water
  - vii. Wellness
  - viii. Environment
  - ix. Image
  - x. Quality of Life
- B. Provide feedback and direction throughout the process to create and implement the eleventh Vision element, in collaboration with the San Bernardino County Board of Supervisors.
  - i. Collaboration to address the effects, impacts, and prevention of racism.
  - ii. Ensures public confidence that all the above-mentioned element groups are administered equitably.
  - iii. Understanding that health outcomes are the precursor to successfully achieve the goals of the Countywide Vision within all element groups and advocate for relevant policies at the local, regional, state, and federal level to improve health outcomes in disadvantaged communities.
- C. Review and recommit to continuing the work within existing Countywide Vision elements through the lens of equity.
- D. Create an Ad Hoc Committee for the purposes of examining potential policies and practices within the purview of SBCTA/SBCOG and identify solutions.

Presenter: Monique Reza-Arellano

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

# **Discussion - Legislative/Public Outreach**

### 29. Measure J Discussion

Pg. 805

Pg. 800

Receive information regarding Measure J, a San Bernardino County 2020 ballot initiative.

**Presenter: Otis Greer** 

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

### **Public Comment**

### **Brief Comments from the General Public**

Interested persons may submit Public Comment in writing to the Clerk of the Board at <a href="mailto:clerkoftheboard@gosbcta.com">clerkoftheboard@gosbcta.com</a>. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on September 1, 2020.

### **Comments from Board Members**

**Brief Comments from Board Members** 

### **Executive Director's Comments**

**Brief Comments from the Executive Director** 

### ADJOURN TO CLOSED SESSION

### **CLOSED SESSION**

### 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)--1 case SBCTA v. Demetri and Janine Hadjiconstantis, etal.

San Bernardino Superior Court Case No. CIVDS 1602645

### 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 -- 1 Property

Property: Between Grove St. and Judson St., Near Central Ave. (APN 0170-221-53)

Agency Negotiator: Carrie Schindler, Director of Transit

Negotiating Parties: Gary Hester (Crestwood Communities), Donald Clemetson, Roy Cunha,

and Robert McGuire, Jr.

Under Negotiation: Price and terms of payment

### 3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Initiation) Pursuant to Government Code Section 54956.9(d)(4)--1 case by SBCTA

# **ADJOURNMENT**

# **Additional Information**

Attendance Acronym List	Pg. 807 Pg. 809
Agency Reports	_
Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 812
Committee Membership	

# Committee Membership Mission Statement

Representatives on SCAG Committees Appointments to External Agencies

Mission Statement Pg. 823

Pg. 815

Pg. 816

Pg. 818

### Meeting Procedures and Rules of Conduct During COVID-19 'Stay in Place' Orders

<u>Meeting Procedures</u> - The Ralph M. Brown Act is the state law which guarantees the public's right to 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. California Governor Gavin Newsom has issued several Executive Orders (N-25-20, N-29-20 and N-35-20) waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

<u>Accessibility</u> – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is 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 can be reached by phone at (909) 884-8276 or via email at <a href="mailto:clerkoftheboard@gosbcta.com">clerkoftheboard@gosbcta.com</a>.

<u>Agendas</u> – All agendas are posted at <u>www.gosbcta.com/board/meetings-agendas/</u> at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address.

<u>Agenda Actions</u> – 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).

<u>Closed Session Agenda Items</u> – 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.

<u>Public Testimony on an Item</u> – Public Comment may be submitted in writing to the Clerk of the Board via email at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. 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 indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the 'Raise Hand' feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name 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 such information electronically to the Clerk of the Board via email at clerkoftheboard@gosbcta.com no later than 5:00 pm the day before the meeting. 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.

<u>Agenda Times</u> – 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.

<u>Public Comment</u> – 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 an Item" still applies.

<u>Disruptive or Prohibited Conduct</u> – 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 be removed from the virtual 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, posting profane or rude content in the virtual meeting environment, 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...

# September 2020

**SBCTA Meetings – Cancelled:** Legislative Policy Committee

I-10/I-15 Corridor Joint Sub-Committee

SBCTA Meetings – Scheduled:						
General Policy Committee	Sept 9	9:00 am	Meeting Accessible via Zoom			
Legislative Policy Committee	CANCELLED					
Transit Committee	Sept 10	9:00 am	Meeting Accessible via Zoom			
Metro Valley Study Session	Sept 10	9:30 am	Meeting Accessible via Zoom			
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED					
Mountain/Desert Committee	Sept 18	9:30 am	Meeting Accessible via Zoom			

Other Meetings/Events:		
None		

### **HOLIDAY:**

September 7th, Labor day

In keeping with the Governor's Executive Orders, SBCTA Offices are closed until the stay at home order is lifted.

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

### Minute Action

**AGENDA ITEM: 1** 

Date: September 2, 2020

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
5	CTO 4-01	Iteris	Crosstown Electrical & Data, Inc.
	16-1001515	Ramin Massoumi	Miovision Technologies, Inc.
			National Data & Surveying Services, Inc.
6	20-1002266	Michael Baker International	ADVANTEC Consulting Engineers, Inc.
		Darren Riegler	Earth Mechanics, Inc.
			Epic Land Solutions, Inc.
			Fehr and Peers
			Group Delta Consultants, Inc.
			ICF Jones & Strokes, Inc.
			STC
			T. Y. Lin, International
			WKE, Inc.
9	20-1002340	Dudek	N/A
		Joseph Monaco	
24	20-1002310-01	Stadler US, Inc.	None
		Martin Ritter	
27	20-1002290	SEMA Construction, Inc.	Alcorn Fence Company
		Joshua Clyne	Amber Steel Co.
			Cal Stripe, Inc.
			Ferreira Construction Co, Inc.
			Hardy & Harper, Inc.
			Malcolm Drilling Company, Inc.
			Marina Landscape, Inc.
			Statewide Traffic Safety & Signs, Inc.

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

Board of Directors Agenda Item September 2, 2020 Page 2

# 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: September 2, 2020

Witnessed By:

### Minute Action

**AGENDA ITEM: 2** 

Date: September 2, 2020

Subject:

June and July 2020 Procurement Report

### Recommendation:

Receive the June and July 2020 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 June 3, 2020. The Board of Directors authorized the Executive Director, or his 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; e) Amendments that do not exceed contingency amounts authorized by Board; and f) 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 and authorized Department Directors to approve and execute Contingency Amendments that do not exceed contingency amounts authorized by Board. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the months of June and July 2020 are 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 and 2020/2021 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 August 12, 2020.

### Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved Board of Directors Date: September 2, 2020

Witnessed By:

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

# **June and July Contract Actions**

# **New Contracts Executed:**

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
20-1002349	Disadvantaged Business Enterprises (DBE) Implementation Agreement for Federal Transit Administration Subrecipients	Omnitrans	\$0.00
20-1002344	Park and Ride Lease	Highland Avenue Community Church of the Nazarene	\$28,800.00
20-1002345	Park and Ride Lease	Community Baptist Church	\$17,064.00
19-1002238	Develop a Regional Energy Network	Western Riverside Council of Governments	\$50,000.00
20-1002339	DBE Consulting Services	GCAP	\$100,000.00
21-1002451	Legal Services for Tunnel Project	Kaplan Kirsch & Rockwell, LLP	\$100,000.00
20-1002425	San Bernardino Regional Energy Partnership Program	Southern California Gas	\$95,200.00
20-1002293	MOU Regarding Ticket Vending Device Project	Southern California Regional Rail Authority	\$0.00
20-1002428	Victor Valley Transit Authority National Transit Database Assistance	Victor Valley Transit Authority	\$31,910.00
17-1001646	Cooperative Agreement with the County of San Bernardino for rough grading of the Santa Ana River Trail as part of the Redlands Passenger Rail Project (RPRP)	County of San Bernardino	\$0.00

# **June and July 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
18-1001878 Amendment 1	Extended expiration date. Project: San Bernardino County Sub-Regional Greenhouse Gas Emission Reduction Plan Update	Southern California Association of Governments	Original \$150,000.00	\$0.00	\$150,000.00
19-1002051 Amendment 1	Reduction of not-to- exceed amount for additional marketing and extended termination date. Project: Private Transportation Provider Pilot Program to and from Ontario Airport	Lyft	Original \$396,000.00	(\$53,505.00)	\$342,495.00
17-1001594 Amendment 3	Extended termination date due to construction delays from COVID-19. Project: Mobile Source Air Pollution Reduction Review Committee Electrical Vehicle Charging Project	South Coast Air Quality Management District	Original \$450,000.00 Amendment 1 \$0.00 Amendment 2 \$0.00	\$0.00	\$450,000.00
15-1001281 Amendment 2	Extended termination date due to allow time for completion. Project: Forest Management Plans	United States Forest Service	Original \$189,000.00 Amendment 1 \$0.00	\$0.00	\$189,000.00

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
19-1002112 Amendment 1	Extended the termination date by one-year in an effort to expend the entire grant balance. Project: Freeway Service Patrol Program Funds	Caltrans	Original \$1,484,167.00	\$0.00	\$1,484,167.00
19-1002077 Amendment 1	Extended the termination date by one year in an effort to expend the entire grant balance. Project: Freeway Service Patrol Program SB1 Funds	Caltrans	Original \$1,555,509.80	\$0.00	\$1,555,509.80
15-1001146 Amendment 1	Exercise first option year. Project: Program Management Services for RPRP	RailPros Inc.	Original \$10,285,673.00	\$0.00	Ψ10,205,075.00
17-1001732 Amendment 1	Exercise first option year and increase the not-to-exceed amount. Project: Technical Consultant for Freeway Services Patrol Program	Bernard Arroyo	Original \$84,750.00	\$28,250.00	\$113,000.00
19-1002204 Amendment 1	Extended the termination date to allow time for transition to regional program. Project: MOU Regional Rideshare/Vanpool/511 Implementation and Software	Riverside County Transportation Commission	Original \$1,500,000.00	\$0.00	\$1,500,000.00

# **June and July 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
17-1001664 CTO 7 Amendment 1	Extended the completion date for labor compliance support services for Right-of-Way maintenance services.	Gafcon, Inc.	\$650,000.00 Shared with GCAP Services (17-1001741)	Various CTOs not including CTO 7 Totaling \$341,744.78	Original \$9,967.72 Amendment 1 \$0.00 Total \$9,967.72
17-1001741 CTO 8 Amendment 2	Extended the completion date for labor compliance support services for Electrical Vehicle infrastructure project.	GCAP Services	\$650,000.00 Shared with Gafcon, Inc. (17-1001664)	Various CTOs not including CTO 8 Totaling \$269,287.50	Original \$4,000.00 Amendment 1 \$0.00 Total \$4,000.00
19-1002000 CTO 14	Public Outreach for I- 10 East Bound Truck Climbing Lane.	Costin Public Outreach	\$6,000,000	Various CTOs not including CTO 14 Totaling \$\$4,209,220.00	Total \$71,950.00
19-1002000 CTO 15	Public Outreach for SR 60 Central.	Costin Public Outreach	\$6,000,000	Various CTOs not including CTO 15 Totaling \$4,209,170.00	Total \$72,000.00

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 68 Amendment 1	Increased the not-to- exceed amount for an additional standalone technical memo regarding fleet conversion on the West Valley Connector Project.	WSP Inc,	\$26,750,000.00 Shared with Mott MacDonald (C14003)	Various CTOs not including CTO 68 Totaling \$6,781,671.94	Original \$785,217.00 Amendment 1 \$21,000.00 Total \$806,217.00
C14003 CTO 49 Amendment 3	Time extension for providing general support services relating to rail infrastructure and operations.	Mott MacDonald	\$26,750,000.00 Shared with WSP Inc, (C14086)	Various CTOs not including CTO 49 Totaling \$15,626,240.29	Original \$200,000.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$0.00 Total \$200,000.00
C14003 CTO 54 Amendment 5	Time extension for providing project services on the West Valley Connector Project.	Mott MacDonald	\$26,750,000.00 Shared with WSP Inc, (C14086)	Various CTOs not including CTO 54 Totaling \$15,058,242.29	Original \$196,907.00 Amendment 1 \$0.00 Amendment 2 \$767,998.00 Amendment 3 \$0.00 Amendment 4 \$0.00 Amendment 5 \$0.00
C14003 CTO 72	National Transit Database sampling process and procedures for Fiscal Year 2019/2020.	Mott MacDonald	\$26,750,000.00 Shared with WSP Inc, (C14086)	Various CTOs not including CTO 72 Totaling \$15,794,330.29	Total \$31,910.00

# **June and July Contract Task Order Actions**

# **Contingency Released:**

Contract No. & Contingency No.	Reason for Contingency Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Contingency Amendment	Amended Contract Total
18-1001870 Contingency Amendment 2D	Additional services for project management during project delay for environmental clearance related tasks. Project: Environmental and Final Design services for the West Valley Connector Project	Parsons Transportation Group	Original \$6,495,780.54 Amendment 1 \$1,275,000.00 Amendment 2 \$1,045,000.00 Contingency Amendment 2A \$104,000.00 Contingency Amendment 2B \$54,523.00 Contingency Amendment 2C \$38,300.00	\$199,107.00	\$9,211,710.54
18-1001870 Contingency Amendment 2E	Additional support for updating the original small start application package. Project: Environmental and Final Design Services for the West Valley Connector Project	Parsons Transportation Group	Original \$6,495,780.54 Amendment 1 \$1,275,000.00 Amendment 2 \$1,045,000.00 Contingency Amendment 2A \$104,000.00 Contingency Amendment 2B \$54,523.00 Contingency Amendment 2C \$38,300.00 Amendment 2D \$199,107.00	\$97,868.00	\$9,309,578.54

Contract No. & Contingency No.	Reason for Contingency Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Contingency Amendment	Amended Contract Total
18-1001869 Contingency Amendment 1A	Caltrans change to environmental documents and additional services for an Initial Study/Mitigated Negative Declaration. Project: Design Services for I-10 Mount Vernon Interchange Project	Kimley-Horn and Associates, Inc.	Original \$3,486,045.00 Amendment 1 \$23,000.00	\$309,000	\$3,818,045

# Attachment: June and July Procurement report Attachment A (6988: June and July 2020 Procurement Report)

# Contingency Released Prior to Policy No. 11000's revision at the June Board Meeting:

Contract No.	Project	Vendor Name	Amount of Contract (without contingency)	Total Contingency Released	Number of Releases
C01021	Maintenance of active Right-of-Way outside 25 feet for San Gabriel Subdivison	Southern California Regional Rail Authority	\$1,975,212.66	\$210,000.00	8
15-1001093	Final Design Services for the RPRP	HDR Engineering, Inc.	\$30,901,281.00	\$2,890,907.00	4
15-1001146	RPRP Management Consultant Services	RailPros	\$16,202,678.00	\$1,364,033.00	5
15-1001188	Right-of-Way Services for the US 395 Phase 1 Project	Epic Land Solutions	\$1,690,000.00	\$118,152.00	4
15-1001231	SR 210 Lane Addition and Base line Interchange – Design	AECOM USA	\$13,681,415.54	\$162,956.76	3
C14163	I-10 University Street Interchange Project Professional Services Contract	Advantec Consulting Engineering	\$881,643.00	\$88,164.00	1
15-1001251	SR 60 Central Avenue Interchange Professional Services Contract for Design Services	AECOM USA, INC.	\$2,853,580.01	\$197,019.00	2
15-1001298	Construction Management Services Monte Vista Ave Grade Separation Project	Kleinfelder/ Simon Wong	\$3,068,200.00	\$296,820.00	4
16-1001328	Design Services for SR-60 Archibald	Michael Baker International	\$2,199,500.45	\$195,746.00	2

Contract No.	Project	Vendor Name	Amount of Contract	Total Contingency Released	Number of Releases
16-1001355	I-10 and I-15 Corridor Investment Grade Traffic and Revenue Services	CDM Smith	\$1,974,271.00	\$50,000.00	1
16-1001369	Financial Advisor Services for the I-10 and I-15 Corridor Projects	Ernst & Young Infrastructure Advisors	\$1,980,000.00	\$198,000.00	1
16-1001372	Construction Management Services SR 210 Pepper	Arcadis US Inc.	\$1,996,860.03	\$181,186.00	2
16-1001440	RPRP Mainline Construction Management Consulting Services	AECOM	\$17,380,058.00	\$72,355.36	1
17-1001623	PA/ED Professional Services for I-10 East Bound Truck Climbing Lane Project	HDR Engineering, Inc.	\$1,729,598.64	\$146,580.00	2
18-1001834	Construction Management Services for Rail Maintenance Facility	Lockwood, Andrews & Newnam (LAN)	\$975,902.72	\$24,964.60	1

# **June and July Purchase Order Actions**

### **Purchase Orders:**

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002052	6/2/20	Tiburon Tele- communication	AV/VC Equipment and Services for El Capitan, Casa and Kelso Conference Room	\$18,111.62
4002050	6/15/20	Seyfarth Shaw, LLP	Legal Services for HERO Program	\$7,961.25
4002055	6/18/20	Neogov	Performance Evaluation Software and Insight Enterprise Software	\$9,762.90
4002051	7/1/20	Total Tech International	Three-year Network/Workstation Antivirus through Sophos Cloud Endpoint	\$6,531.65
4002058	7/1/20	Carasoft Technology Corp	Annual Subscription for Granicus IQM2 Agenda Processing	\$6,546.47
4002060	7/15/20	KTS Network Solutions	SBE Dell Server with Five-year Warranty	\$9,640.04
4002062	7/23/20	Virtual Graffiti Inc.	Unitrends Model 8032S Recovery Appliance Unit	\$37,690.83
4002066	7/23/20	ChargePoint Inc.	Network services for Electric Vehicle Charging Stations	\$5,320.00
4002067	7/24/20	California Association of Councils of Government	Organization Dues for Fiscal Year 2020/2021	\$11,350.00

# **June and July Purchase Order Amendment Actions**

**Purchase Order Amendments Executed:** 

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

# June and July RFP's and IFB's

# Release of RFP's and IFB's

Release Date	RFP/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
6/30/20	RFP 20-1002438	\$1,000,000	October 2020	On-call temporary employment services for temp staffing as needed for SBCTA.
6/3/20	RFP 20-1002410	\$35,000	October 2020	On-call consultant services for air quality analysis preparation.
7/3/20	RFP 20-1002431	\$140,000	October 2020	Transportation Development Act triennial performance audit for three fiscal years.
7/3/20	RFP 20-1002397	\$160,000	October 2020	Property management services and facility management services for SBCTA location and surrounding areas.

### Minute Action

**AGENDA ITEM: 3** 

Date: September 2, 2020

Subject:

Measure I Revenue

### Recommendation:

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

### **Background:**

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2019/2020 as of June 30, 2020 were \$178,454,828.

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

Measure I revenue for the Fiscal Year 2019/2020 Budget was estimated to be \$166.9 million. Actual Measure I receipts for Fiscal Year 2019/2020 April through June are \$35,959,684, in comparison to \$43,531,556 received during the Fiscal Year 2018/2019 4<sup>th</sup> quarter, with a decrease of 17.39%. The cumulative decrease from the prior fiscal year is 1.13%. The decrease is due to the Covid-19 pandemic, partially the result of the delay in the payment and filing of sales and use tax returns for up to 12 months, and also on the tax liability or taxable sales authorized by the California Department of Tax and Fee Administration.

This information is presented on a cash basis and will not agree to the Comprehensive Annual Financial Report (CAFR), as the CAFR is presented on the accrual basis of accounting. Therefore, the sales tax for the months of July and August are accrued to Fiscal Year 2020 and total sales tax will defer from the cash basis presented in the attached schedule.

### Financial Impact:

Measure I revenues for the fourth quarter of Fiscal Year 2019/2020 do not exceed the budgeted amount and prior years' collections.

### Reviewed By:

This item was received by the General Policy Committee on August 12, 2020.

### Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved Board of Directors Date: September 2, 2020

Witnessed By:

Entity: San Bernardino County Transportation Authority

# **Summary of SANBAG Measure I Receipts 2010-2040**

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/1	1					\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,828	\$1,535,799,994
% Increase Over 18/19	11.28%	-5.76%	8.03%	-17.39%	-1.13%	

# Minute Action

**AGENDA ITEM: 4** 

Date: September 2, 2020

Subject:

Updated Right-of-Way Acquisitions for Project Delivery Projects

### Recommendation:

Receive and file updated lists of Right-of-Way property acquisitions for Project Delivery Projects which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery Eminent Domain actions.

### Background:

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors of our success in avoiding costly litigation while acquiring property necessary for SBCTA's Project Delivery Projects. This agenda item will also provide a listing of all properties that were approved by the SBCTA Board of Directors (Board) and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all federal and state laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners this process is utilized on all property acquisitions whether or not federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of just compensation which is derived from appraisal values. Through the acquisition process staff is highly communicative with those affected by our projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on just compensation, or with limited negotiations, there are situations where, due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price, legal proceedings are required. In these cases, while negotiations with the property owners are continued, the SBCTA Board of Directors (Board) conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of just compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third party mediator ('Attorney' column in Table 1), or through a trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine just compensation for property acquisition. Due to the cost associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of just compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow state and federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by our projects. The following table is an update to one previously provided to the Metro Valley Study Session and the Mountain Desert Policy Committee in May 2017, showing the current status and number of properties acquired for our projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and overall 99.67% are acquired without going to trial.

Table 1

	Properties/Parcels						
		Acquired	Resolution of Necessity (RON)				
		with no	Litigation/ Settlement Ty		tlement Typ	pe	
	Number	RON		Pending			
Project	Acquired	Hearing	Total	Cases	Contract	Attorney	Court
Interstate 10 Tippecanoe Avenue Interchange	63	36	27	0	9	16	2
(Caltrans performed ROW acquisition and							
eminent domain)							
Interstate 15/Interstate 215 Devore	85	56	29	0	2	27	0
Interchange							
(SBCTA performed ROW acquisition and							
Caltrans performed eminent domain)							
Interstate 215 Barton Road Interchange*	37	21	16	1	7	8	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395*	67	19	48	1	26	21	0
State Route 210 Base Line/ Lane Addition*	25	21	4	1	1	2	0
State Route 60 Archibald*	6	0	6	3	2	1	0
State Route 60 Central*	6	1	5	3	2	0	0
Interstate 10 Corridor*	183	128	55	40	14	1	0
Mount Vernon Viaduct*	35	30	5	3	2	0	0
Total	606	365	241	52	91	96	2

<sup>\*</sup>Still in progress

The second part of this agenda item is to provide the Board with a complete listing of properties that were approved by the Board for these various projects, including added or deleted properties. SBCTA projects with ROW acquisition requirements are taken before the Board and approved with the following language:

"Authorize staff to appraise properties identified in Table \_\_ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXXXXXXXXX (Project); and"

San Bernardino County Transportation Authority

"Authorize the Director of Project Delivery to add or delete parcels in Table \_\_ as the Director of Project Delivery determines necessary for the Project."

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, and there can be changes to these requirements as the project progresses. Attached are the tables with lists for projects which have been previously approved by the Board. Some projects have had additions or deletions from what was originally approved by the Board and some projects have had no changes.

Complete lists of Board approved property acquisitions, including added or deleted properties, will be provided annually to the Board of Directors unless otherwise requested.

## Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

## Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on August 13, 2020 and the Mountain/Desert Policy Committee on August 21, 2020.

## Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: September 2, 2020

Witnessed By:

# SR 60 Archibald Avenue Improvement Project Parcel Listing Approved Board of Directors September 6, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL	TCE FEE UE
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL	FEE UE
1083-071-04	DENNYS, INC	COMMERCIAL	TCE FEE UE
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL	TCE RE UE
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL	TCE UE RE
1083-011-05	MALKHASIAN, GARY K. & MALKHASIAN, ANDREW S.	COMMERCIAL	TCE

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

TCE- Temporary Construction Easement

UE- Utility Easement RE- Roadway Easement

## I-10 Cedar Project Parcel Listing Approved Board of Directors December 5, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0253-171-16, 0253-211-56	BORUCHIN , JOHN TR	EMPTY LOT EMPTY LOT	SE <del>PARTIAL</del>
0253 201 15	NAZARI FAMILY LIVING TRUST 6-30-99	EMPTY LOT	<del>PARTIAL</del> <del>TCE</del>
0253 201 16	FLORES , MARIA ESPERANZA	RESIDENTIAL	<del>PARTIAL</del> <del>TCE</del>
0253-201-17	CASILLAS, ANTONIO G	RESIDENTIAL	<del>PARTIAL</del> <del>TCE</del>
0253 201 18	PECK, JAMES M	EMPTY LOT	<del>PARTIAL</del> <del>TCE</del>
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL	PARTIAL TCE
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL	PARTIAL TCE
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL	PARTIAL TCE
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL	PARTIAL TCE
0253-052-27, 0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	COMMERCIAL	PARTIAL TCE
0253-052-39	HHI SAN BERNARDINO LLC	COMMERCIAL	PARTIAL TCE
0253-192-30, 0253-192-32	GOMES, AMANDA K	EMPTY LOT	PARTIAL TCE RE
0253-192-53	KOSS FAMILY TRUST	COMMERCIAL	PARTIAL -TCE
0253-203-35	PEREZ, REGGIE	RESIDENTIAL	<del>PARTIAL</del> TCE
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL	<del>PARTIAL</del> TCE
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL	<del>PARTIAL</del> TCE
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL	TCE
0252-161-09, 0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK	TCE
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL	TCE
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL	TCE
0252-161-36	TOMAN, MARY A TR	EMPTY LOT	TCE

## I-10 Cedar Project Parcel Listing Approved Board of Directors December 5, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0252-161-61	COFRANCESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL	TCE
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL	TCE
0252-161-57, 0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL	TCE
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL	TCE
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL	TCE
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL	TCE
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL	TCE
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL	TCE
0253-205-26, 0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL	TCE
0253-205-28	COTA, GREGORIO	RESIDENTIAL	TCE
0253-205-29	GARCIA, STEVE	RESIDENTIAL	TCE
0253-205-24	JAHNKE, NATALIE C	EMPTY LOT	TCE
0253-211-50, 0254-232-05, 0253-171-07, <del>0253</del> - 242-14	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL	TCE

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

RE- Roadway Easement Partial- Partial Acquisition SE- Slope Easement

# Attachment: SR 210 Baseline/SR 210 Lane Addition Properties (6989: Updated ROW Acquisitions for Project Deivery Projects)

# SR 210 Base Line and Lane Addition Project Parcel Listing Approved Board of Directors November 1, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL	PARTIAL TCE
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL	TCE
1191-121-24	ROCHESTER, TERRESA	RESIDENTIAL	TCE
1191-121-23	CHIEM, KATHERINE	RESIDENTIAL	TCE
1191-121-22	2015-2 IH2 BORROWER	RESIDENTIAL	TCE
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL	TCE
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL	TCE
1200-181-01	MDM PTS-LP	RESIDENTIAL	TCE
1200-421-02	FOCUS BASELINE, LLC	VACANT	PE TCE
1200-421-03			TCE
1191-315-09, 10	PLASENCIA, GLORIA	RESIDENTIAL	TCE
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL	PARTIAL TCE
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL	PARTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL	PE TCE
1201-051-17	KOAM PROPERTY INVEST, INC	COMMERCIAL	PARTIAL PE
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL	ROE
0290-271-07, 08	ROBERTSON'S READY MIX	INDUSTRIAL	ACCESS AND USE AGREEMENT
0290-271-02	CITY OF REDLANDS / CEMEX	INDUSTRIAL	ACCESS AND USE AGREEMENT
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		PERMIT
<del>1200 181 01</del>	CITY OF SAN BERNARDINO	PUBLIC	PARTIAL ACQUISITION
1200 461 08		COMMERCIAL	<del>PARTIAL</del> <del>TCE</del>
<del>1200 461 09</del>	ROBERT M. HACKERD TRUST		<del>PARTIAL</del> <del>PE</del> <del>TCE</del> <del>AC</del>
1200 461 24		RESIDENTIAL	<del>PE</del> <del>TCE</del>
1200 461 25			<del>PE</del> <del>TCE</del>
1201 091 45	ACAA LIMITED PARTNERSHIP	COMMERCIAL	PARTIAL
			•

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PE- Permanent Easement ROE-Right of Entry Partial- Partial Acquisition

# I-215 University Parkway Project Parcel Listing Approved Board of Directors March 4, 2020

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0266-072-33	KAYMAZ, JIMMI	COMMERCIAL	TCE, ACCESS CONTROL
0266-072-32	CHOI, JUNGHWAN AND ELAINE	COMMERCIAL	TCE, ACCESS CONTROL
0266-591-08	SAN BERNARDINO SCOTTISH RITE	COMMERCIAL	TCE, ACCESS CONTROL
0266-561-23	G&M GAPCO LLC	COMMERCIAL	ACCESS CONTROL
0266-561-03	G6 HOSPITALITY PROPERTY LLC	COMMERCIAL	ACCESS CONTROL

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

# Mt. Vernon Viaduct Project Parcel Listing Approved Board of Directors January 9, 2019

A CCECCOD DADCEL	January 3, 201		
ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL	FULL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL	FULL
0138-174-05	ALBA RECINOS	RESIDENTIAL	FULL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL	FULL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL	FULL
0138-174-08	VIVIAN TRAN	RESIDENTIAL	FULL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL	FULL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL	FULL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL	FULL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL	FULL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL	FULL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL	FULL
0138-174-25	MARIA TORO	INDUSTRIAL	FULL
0138-174-26	JUAN CAMEY	RESIDENTIAL	FULL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL	FULL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL	FULL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL	FULL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL	FULL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL	FULL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL	FULL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL	FULL
0138-182-08	RAMON MACIEL	RESIDENTIAL	FULL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL	FULL
0138-182-10	ANA LOPEZ	INDUSTRIAL	FULL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL	FULL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL	FULL
0138-182-13	VIJAY PHARAR	RESIDENTIAL	FULL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL	FULL
0138-182-36	KINGSLEY MONTCALIR LP	RESIDENTIAL	FULL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL	FULL
0138-182-38	RAUL TEJEDA	RESIDENTIAL	FULL
0138-174-22	NORA MENDOZA	RESIDENTIAL	FULL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL	FULL
0138-251-05	ROMERO, RAMON	COMMERCIAL	FULL
0138-251-06	OBEZO, MARCO	RESIDENTIAL	FULL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL	FULL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-10	CORDOVA, ANDRIAN AND LAURA	RESIDENTIAL	TCE
0138-251-03	MAGANA, ARNOLDO	RESIDENTIAL	TCE
0138-191-01	OLMOS, JOSE M. & BERTHA	COMMERCIAL	PARTIAL
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL

# Mt. Vernon Viaduct Project Parcel Listing Approved Board of Directors January 9, 2019

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-46	BRIKEN HOLDINGS, INC.	COMMERCIAL	PARTIAL
0138-182-19	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-20	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-21	JLM ENTERPRISE	COMMERCIAL	FULL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-283-40	GUZMAN, ARTURO	COMMERCIAL	PARTIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL	PARTIAL
0138-283-17	JFM TRUST	COMMERCIAL	PARTIAL
0138-283-18	JFM TRUST	COMMERCIAL	PARTIAL
0138-283-13	YANEZ, MARTIN / RAMIREZ, RUBI C	RESIDENTIAL	TCE
0138-283-19	BOOKIE BOSS INC.	COMMERCIAL	PARTIAL
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL	PARTIAL
0138-291-18	LUISJUAN, FRANCI	RESIDENTIAL	PARTIAL
0138-291-17	LI, BEI	RESIDENTIAL	PARTIAL
0138-291-16	GUTIERREZ, EDUARDO	RESIDENTIAL	PARTIAL
0138-291-02	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-03	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-04	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-05	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-19	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL	PARTIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL	FULL
0138-181-26	Valdez, Loretta Yanez	RESIDENTIAL	TCE

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

Partial-Partial Acquisition

Full-Full Acquisition

## SR 60 Central Project Parcel Listing Approved Board of Directors July 11, 2016

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1015-021-34, 1015-071-10	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	DRAINAGE CHANNEL	PERMANENT PARTIAL
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL	TCE PERMANENT PARTIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL	TCE
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL	TCE PERMANENT PARTIAL

Permanent Partial- Permanent Partial Fee TCE- Temporary Construction Easement

## US 395 Project Parcel Listing Approved Board of Directors March 2, 2016

ASSESSOR			
PARCEL			
NUMBER	OWNER	LAND USE	ACQUISITION TYPE
(APN)			
3103-511-06	MOHREKESH OZZIE 2-21-6	VACANT LAND	UE
3103-511-05	ADELANTO SENECA LAND LLC	VACANT LAND	UE
3103-551-04	LEU LIU & ASSOCIATES	VACANT LAND	PUE
3103-551-02	LEU LIU & ASSOCIATES	VACANT LAND	PUE
3135-321-10	AGGARWAL MADAN MOHAN	VACANT LAND	UE
3135-321-09	ANCONA SALVATORE & CAMILLA	VACANT LAND	UE
3135-321-07	MOHREKESH OZZIE 02-21-06/TAHERI MEHDI	VACANT LAND	UE
3135-321-05	YEN HENSEY S/OU GINAU PEI	VACANT LAND	UE
3135-361-03	XMR INVESTMENTS LLC	VACANT LAND	PARTIAL
3135-361-02	ONG-VELOSO MARIQUITA L	VACANT LAND	PUE
3135-361-01	ABADI ALEX	VACANT LAND	
3135-291-14	VILLA-ADELANTO	VACANT LAND	UE
3135-291-13	ABADI WALNUT CREEK PROP	VACANT LAND	UE
3135-291-11	LU HAWSHING 11-5-04	VACANT LAND	ACCESS RIGHTS UE
3135-291-10	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-291-06	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-291-03	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-351-13	DORA LAND	VACANT LAND	ACCESS RIGHTS PUE
3135-351-07	DORA LAND	VACANT LAND	ACCESS RIGHTS /PUE
3135-341-32	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	PARTIAL PUE
3135-341-17	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	PARTIAL PUE
3135-341-16	CITY OF VICTORVILLE (OWNER OF RECORD SHOWS JIN HYUK KIM AND HYUN JOON SHIN)	VACANT LAND	ACCESS RIGHTS PUE
3135-341-01	ONG PHENG/TANG KEN	VACANT LAND	ACCESS RIGHTS PUE
3135-201-02	CHAN SIMMON/CHING JOHN K C &- BARBARA K	<del>VACANT LAND</del>	
3135-201-17	MOJAVE & 395 LLC	VACANT LAND	
3135-201-15	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-13	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS

## US 395 Project Parcel Listing Approved Board of Directors March 2, 2016

	Wiai Cii 2, 2010		
ASSESSOR PARCEL NUMBER	OWNER	LAND USE	ACQUISITION TYPE
3135-201-10	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-09	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-08	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3128-591-01	PAR INTERNATIONAL ENTERPRISES INC	VACANT LAND	PUE
3128-541-12	BASTOROUS MAMDOH/BENJAMIN HANY (Owner of record shows Margaret Akhnoukh)	VACANT LAND	
3128-541-11	AKHNOUKH MARGARET/ABDELMESSIH- MENAS	VACANT LAND	
3128-561-06	HUANG SAM 2-21-96/SONG LEGACY GIFT	VACANT LAND	ACCESS RIGHT PUE
3128-561-01	KWAN 5 & 19/KWAN 08 & HUANG- KHALEELI 7 (Owner of record shows Mee Song, Song Legacy Gift Trust)	VACANT LAND	ACCESS RIGHTS PUE
3128-281-04	TANNER FRANK/SONJA 05 & 10	VACANT LAND	
3128-281-03	YACOBUCCI VICTOR J SEP PROP 9 & 12	VACANT LAND	
3128-531-12	WOOLSEY ROY B JR & LOUISE J	VACANT LAND	PARTIAL
3128-241-12	DIPONIO JOHN & RITA M	VACANT LAND	PARTIAL
3128-241-13	DIPONIO JOHN & RITA M	VACANT LAND	ACCESS RIGHTS
3128-241-08	CITY OF LOS ANGELES	MISCELLANEOU S	ACCESS RIGHTS
3128-241-04	DIPONIO JOHN & RITA M	VACANT LAND	ACCESS RIGHTS
3128-231-07	M & M ROSHAN FAMILY CHILDRENS6-2	VACANT LAND	ACCESS RIGHTS
3128-231-06	MEHDI MOSTAEDI	VACANT LAND	FEE ACESS RIGHTS
3128-231-05	STORAGE DIRECT PARTNERS III LLC	INDUSTRIAL	ACCESS RIGHTS
3128-231-04	HAN MOON SUK & N HEE	VACANT LAND	PARTIAL
3128-221-05	ADELANTO PYRAMID III	VACANT LAND	ACCESS RIGHTS
			I .

# Attachment: US 395 Properties (6989: Updated ROW Acquisitions for Project Deivery Projects)

## US 395 Project Parcel Listing Approved Board of Directors March 2, 2016

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
3128-221-23	CITY OF ADELANTO / HIGH DESERT- MAVERICKS BASEBALL TEAM	MISCELLANEOUS	
3128-221-13	DISSOLVED AGENCY (TE) & ADELANTO (TE)	VACANT LAND	
3128-221-14	DISSOLVED AGENCY (TE) & ADELANTO (TE)	VACANT LAND	
3128-221-25	CITY OF ADELANTO	MISCELLANEOUS	ACCESS RIGHTS
3128-221-24	DISSOLVED AGENCY (TE) & ADELANTO (TE)	MISCELLANEOUS	ACCESS RIGHTS
0459-342-19	INTERMOUNTAIN POWER AGENCY	VACANT LAND	ACCESS RIGHTS
0459-342-05	MOON KRISTY/MOON JENNY	VACANT LAND	ACCESS RIGHTS
0459-342-03	ABADI ALEX	VACANT LAND	ACCESS RIGHTS
0459-342-11	MURTHORNE PROPERTIES INC	VACANT LAND	ACCESS RIGHTS
0459-352-11	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-09	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-03	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-23	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-254-11	ABDELKARIM HAYTHAM	COMMERCIAL	
0459-253-23	ROCK FOUNDATION	VACANT LAND	ACCESS RIGHTS
0459-253-22	RODRIGUEZ EVERARDO	RESIDENTIAL	ACCESS RIGHTS TCE
0459-253-21	RCN3 12 & 13/RCN3 07	RESIDENTIAL	ACCESS RIGHTS TCE
0459-253-20	MORRISON CINDY M	RESIDENTIAL	ACCESS RIGHTS
0459-141-03	GREAM MILLIARD A R & LAVONDA	VACANT LAND	ACCESS RIGHTS
0459-141-31	CAPRI MOBILE HOME PARK LLC	VACANT LAND	ACCESS RIGHTS
0459-141-26	MOBILE HOME PARK / multiple owners listed	COMMERCIAL	ACCESS RIGHTS
3128-551-02	THE WANG FAMILY TRUST 2006, MEI- FANG WANG	<del>VACANT LAND</del>	
3128-551-04	MEI FANG WANG	VACANT LAND	
3128-541-10	THE WANG FAMILY TRUST 2006	VACANT LAND	
3128-231-03	BALLPARK STORAGE LLC	INDUSTRIAL	ACCESS RIGHTS
3128-541-08	JONG PARK, JUNG PARK	VACANT LAND	ACCESS RIGHTS PUE
3128-241-11	JOHN DIPONIO, RITA DIPONIO	VACANT LAND	ACCESS RIGHTS
3135-351-01	CAROLINE KEY, JACKIE CHUNG	VACANT LAND	ACCESS RIGHTS
3135-351-02	VICTORVILLE HOLDINGS LLC	VACANT LAND	ACCESS RIGHTS
3128-571-05	GREGORY BASIL BOOKASTA, BASIL- GREGORY BOOKASTA REVOCABLE TRUST	VACANT LAND	

# Attachment: US 395 Properties (6989: Updated ROW Acquisitions for Project Deivery Projects)

## US 395 Project Parcel Listing Approved Board of Directors March 2, 2016

			,
ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
3128-571-06	GREGORY BASIL BOOKASTA,  BASIL GREGORY  BOOKASTA REVOCABLE  TRUST	VACANT LAND	
3128-571-01	KIMBAO INCORPORATED	VACANT LAND	ACCESS RIGHTS
3128-571-02 0459-342-08	DANIEL WEN PING YEH, IRENE YUN CHING CITY OF LOS ANGELES	VACANT LAND- MISCELLANEOUS	
0459-342-15	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-16	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-17	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-18	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-21	ASSETTS CORP OF AMERICA INC	VACANT LAND	
0459-342-22	ASSETTS CORP OF AMERICA INC	VACANT LAND	
0459-342-23	ASSETTS CORP OF AMERICA INC	VACANT LAND	
0459-342-24	ASSETTS CORP OF AMERICA INC	VACANT LAND	
0459-222-02	LEIGH INVESTMENTS LLC	RESIDENTIAL	
0459-222-03	MILORAD PETROVIC, SANDRA MILORAD	COMMERCIAL	
0459-222-04	KANTABA HOSPITALITY LLC	COMMERCIAL	
0459-182-25	ROMAN CATHOLIC BISHOP OF SAN BERNARDINO	MISCELLANEOUS	TCE
0459-182-02	SUCCESSOR AGENCY /DISSOLVED	MISCELLANEOUS	
0459-182-18	CITY OF ADELANTO	VACANT LAND	
0459 182 23	SUCCESSOR AGENCY/DISSOLVED	VACANT LAND	
0459-182-27	CITY OF ADELANTO	VACANT LAND	ACCESS RIGHTS
0459-182-28	CITY OF ADELANTO	VACANT LAND	ACCESS RIGHTS

Notes: Stricken properties were deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PUE- Public Utility Easement

UE- Utility Easement Partial- Partial Acquisition

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0108-381-23	WYNN RON	RESTAURANT	PARTIAL
0108-381-30	MISTY LAKE PROPERTIES LP	RETAIL SALES	EASEMENT
0108-381-32	ANIVIN INC	DAYS INN HOTEL	EASEMENT
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK	PARTIAL
0108-501-43	WWP-HSRE ONTARIO GE LLC	COMMERCIAL	EASEMENT
0108-501-46	W & W ONTARIO PARTNERS LLC	AUTOMOTIVE USES	PARTIAL
0110-144-63	ML CASA III LP	MULTI FAMILY RESIDENTIAL	PARTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT	PARTIAL
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21-	7 ELEVEN / GAS STATION	PARTIAL
0110-172-10	HP LODGING LLC	MOTEL 6	PARTIAL
0110-181-19	1600 E 4TH STREET LLC	PARKING LOT	PARTIAL
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL	PARTIAL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL	PARTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL	PARTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL	EASEMENT
0110-202-46	SALEHRABI SHAY S	VACANT	EASEMENT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-12	PADASH INC	COMMERCIAL	EASEMENT
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-78	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-351-08	MARTINEZ JUAN	RESIDENTIAL	PARTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL	EASEMENT
0110-375-02	FOREMAN KENNETH W SR & ERICA L	RESIDENTIAL	EASEMENT
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL	EASEMENT
0110-375-04	HERNANDEZ EDHY I	RESIDENTIAL	EASEMENT
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL	EASEMENT
0110-375-06	SANTANA CARLOS H	RESIDENTIAL	EASEMENT
0110-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL	EASEMENT
0110-375-08	MALDONADO JORGE	RESIDENTIAL	EASEMENT

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE	
0110-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL	EASEMENT	
0110-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL	EASEMENT	
0110-375-11	CUEVA DEANN & JUAN	A DEANN & JUAN RESIDENTIAL		
0110-375-12	CULWELL DONALD L SR AND IRENE	RESIDENTIAL	EASEMENT	
0110-381-01	CAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL	EASEMENT	
0110-381-02	THOMAS KADER R	RESIDENTIAL	EASEMENT	
0110-381-03	CHEN WEN TU & AMANDA YU-FANG	RESIDENTIAL	EASEMENT	
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL	PARTIAL	
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL	PARTIAL	
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL	PARTIAL	
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL	PARTIAL	
0110-422-05	HICKS KAREN S	RESIDENTIAL	PARTIAL	
0110-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL	EASEMENT	
0110-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL	EASEMENT	
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL	PARTIAL	
0110-422-09	GARCIA JESUS	GARCIA JESUS RESIDENTIAL		
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL	PARTIAL	
0110-422-11	SMOLL BUDFORD C L TR & DOLORES H	RESIDENTIAL	PARTIAL	
0110-422-12	CEJA JANET	RESIDENTIAL	PARTIAL	
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL	PARTIAL	
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL	PARTIAL	
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL	PARTIAL	
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL	PARTIAL	
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL	PARTIAL	
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL	EASEMENT	
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL	EASEMENT	
0110-422-20	FERRERI GARY S	RESIDENTIAL	EASEMENT	
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL	PARTIAL	
0110-422-22	FLORES MARTHA	RESIDENTIAL	PARTIAL	
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL	PARTIAL	
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL	PARTIAL	
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL	PARTIAL	
0210-191-13	SEDONA COURT ADJACENT LLC	PARKING LOT	EASEMENT	

	July 12, 201	<u> </u>		
ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE	
0210-191-15	AP-TRANSPARK LLC	OFFICE	EASEMENT	
0210-191-16	AP-TRANSPARK LLC	COMMERCIAL	EASEMENT	
0210-192-21	TNHYIF REIV INDIA LLC	PARKING LOT	EASEMENT	
0210-192-22	TNHYIF REIV INDIA LLC			
0210-192-23	TNHYIF REIV INDIA LLC	VACANT	PARTIAL	
0210-192-24	TNHYIF REIV INDIA LLC	VACANT	PARTIAL	
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK	EASEMENT	
0210-211-50	SARKIS INVESTMENTS COMPANY LLC	PARKING LOT	PARTIAL	
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL	PARTIAL	
0210-212-28	LARO PROPERTIES LP	COMMERCIAL	EASEMENT	
0210-212-29	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL	
0210-212-30	CITIZENS BUSINESS BANK	OFFICE	PARTIAL	
0210-212-31	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL	
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL	PARTIAL	
0210-212-47	COMPANY METLIFE INVESTORS USA INSU	INDUSTRIAL	EASEMENT	
0210-212-55	ONTARIO REAL PROPERTY HOLDINGS		PARTIAL	
0210-212-60	PRIME A INVESTMENTS LLC	VACANT	PARTIAL	
0210-551-01	DAY-MINNICH ASHLEY IRREVOCABLE TRUS	VACANT	PARTIAL	
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE	PARTIAL	
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL	PARTIAL	
0210-551-13	OSAKA-PANDA ONTARIO LTD	RESTAURANT	PARTIAL	
0210-551-14	CHAMPANA DEVELOPMENT GROUP	OFFICE	PARTIAL	
0210-551-16	W E ONTARIO LLC	RESTAURANT	PARTIAL	
0238-041-30	ZELMAN ONTARIO LLC	SHOPPING CENTER	EASEMENT	
0238-051-39	PANCAL ONTARIO PHASE TWO 255 LC	COMMERCIAL	PARTIAL	
0238-051-40	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL	EASEMENT	
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER		
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER		
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	PARTIAL	
1008-191-05	CITY OF MONTCLAIR	CHANNEL	EASEMENT	
1008-201-01	MORENO STREET PROP LLC	RETAIL SALES	PARTIAL	

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	RETAIL SALES	PARTIAL
1008-201-22	GSMS 2005-GG4 MORENO DR LTD PT	SHOPPING CENTER	PARTIAL
1008-211-05	BEGGS LAWRENCE CANEPA HRISTINE	INDUSTRIAL	PARTIAL
1008-211-06	MORENO ST LLC	RETAIL (PEGASSUS HOBBIES)	PARTIAL
1008-211-07	BAROUTI BOB & ANGELA FAM TR 3-31- 03 ETEBAR REV TRUST	GIANT RV	PARTIAL
1008-231-08	DEJAGER FAMILY TRUST 12/8/00	COMMERCIAL	EASEMENT
1008-231-21	MKP HOSPITALITY INC	HOTEL	EASEMENT
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	SHOPPING CENTER	PARTIAL
1008-261-10	WITT VIRGINIA R WITT DARWIN E	RESIDENTIAL	EASEMENT
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH	PARTIAL
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	SHOPPING CENTER	PARTIAL
1008-283-31	BERNAL ARMANDO & MARIA R RESIDENTIAL		EASEMENNT
1008-283-32	MASSEIH RAMY ABDEL	EIH RAMY ABDEL RESIDENTIAL	
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL	EASEMENT
1008-301-26	COVERT FAMILY LIVING TRUST		FULL
1008-301-27	CASTELLON LEO & ELVA M	RESIDENTIAL	FULL
1008-301-28	KENNON SHARON	RESIDENTIAL	PARTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL	PARTIAL
1008-301-35	GUERRERO ALFRED G & RAMONA	RESIDENTIAL	FULL
1008-311-01	MAKI DONALD	RESIDENTIAL	FULL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL	PARTIAL
1008-311-05	MCKERNAN FAMILY TRUST 4/3/90	RESIDENTIAL	PARTIAL
1008-311-06	CITY OF MONTCLAIR	MARARTHUR PARK PARK/PARKING	PARTIAL
1008-311-16	PENIEL CHURCH	CHURCH	PARTIAL
1008-311-17	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-18	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-19	COX COMMUNICATIONS PCS LP	MARARTHUR PARK	PARTIAL
1008-331-07	FORMOSA RENTALS LLC	RESTAURANT	PARTIAL
1008-331-08	BRANCH TREE L P	RESTAURANT	EASEMENT
1008-331-16	PACIFIC MONTCLAIR LLC	PARKING LOT	PARTIAL
1008-332-03	CITY OF MONTCLAIR	FREEDOM PLAZA	PARTIAL
1008-332-04	CITY OF MONTCLAIR/ONTARIO NISSAN INC	CAR DEALERSHIP	PARTIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1008-341-04	BLACK STANLEY	RETAIL SALES	PARTIAL
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL	TCE FEE
1008-351-07	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	RETAIL SALES	EASEMENT
1008-651-15	GIRL SCOUTS OF GREATER LOS ANGELES	OFFICE	PARTIAL
1009-142-01	MONTE VISTA COUNTY WATER DISTRICT	MVWD UTILITY BUILDING	PARTIAL
1009-144-43	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL	PARTIAL
1009-153-58	CITY OF MONTCLAIR	LANDSCAPE SW QUAD	PARTIAL
1009-153-60	RICHMOND AMERICAN HOMES OF NO SITUS MARYLAND		EASEMENT
1047-172-02	1047-172-02 916 DEODAR STREET LLC MULTI FAMILY RESIDENTIAL		EASEMENT
1047-172-03	ROSADO FELIPE M ROSADO ADELA	RESIDENTIAL	EASEMENT
1047-172-13	BARRERA ODELKIS	RESIDENTIAL	EASEMENT
1047-172-15	BARRERA ODELKIS	ARRERA ODELKIS RESIDENTIAL	
1047-172-17	ACOSTA ROSA H	RESIDENTIAL	EASEMENT
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL	EASEMENT
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL	EASEMENT
1047-202-01	REED DENISE R	RESIDENTIAL	EASEMENT
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL	EASEMENT
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL	EASEMENT
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL	EASEMENT
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL	EASEMENT
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL	EASEMENT
1047-211-06	OPRAC	MEDICAL	EASEMENT
1047-221-28	HERNANDEZ IRENE	RESIDENTIAL	EASEMENT
1047-221-47	WU, ROBERT	MULTI FAMIY RESIDENTIAL	EASEMENT
1047-221-48	CITY OF UPLAND	UTILITY	EASEMENT
1047-231-02	PARYS HOLDINGS LLC	MEDICAL/DENTAL LABS	EASEMENT
1047-231-05	NKA GOLDEN PROPERTIES LLC	MEDICAL/PHARMACY	EASEMENT
1047-243-10	KACHATURIAN PAUL	RESIDENTIAL	PARTIAL
1047-243-11	STEVENSON BILLIE L & DONNA C	RESIDENTIAL	EASEMENT

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE	
1047-252-01	PEREZ, JOSE CARLOS	RESIDENTIAL	EASEMENT	
1047-252-02	YOUNG SHIRLY L	RESIDENTIAL	EASEMENT	
1047-252-03	DELGADO JOAQUIN B & CECILIA	DELGADO JOAQUIN B & CECILIA RESIDENTIAL		
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL	EASEMENT	
1047-252-05	CAVALLO DONALD A	RESIDENTIAL	EASEMENT	
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL	EASEMENT	
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL	EASEMENT	
1047-252-11	RUDOMETKIN MARK	RESIDENTIAL	EASEMENT	
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL	EASEMENT	
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL	EASEMENT	
1047-252-18	CEJA MARY A	RESIDENTIAL	EASEMENT	
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL	EASEMENT	
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL	EASEMENT	
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL	EASEMENT	
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL	EASEMENT	
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL	EASEMENT	
1047-262-11	EPPS MARY E	RESIDENTIAL	EASEMENT	
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL	EASEMENT	
1047-262-26	THE STEWART GROUP	COMMERCIAL	EASEMENT	
1047-262-27	STEWART GROUP LLC THE	PARKING LOT	EASEMENT	
1047-272-02	ADAMS JASON M & MONICA	RESIDENTIAL	EASEMENT	
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL	EASEMENT	
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL	EASEMENT	
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL	EASEMENT	
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL	EASEMENT	
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL	EASEMENT	
1047-281-22	VILLEGAS BEATRICE	RESIDENTIAL	EASEMENT	
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	A FRAMILY RESIDENTIAL		
1047-281-37	COPELAND CAROLE J LIVING TRUST – ES	RESIDENTIAL	EASEMENT	
1047-281-38	ARVIZO TILLIE IRREVOACABLE TR	RESIDENTIAL	EASEMENT	
1047-281-54	LE QUYEN BICH	RESIDENTIAL	EASEMENT	
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL	EASEMENT	

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL	EASEMENT
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL	EASEMENT
1047-281-58	BERRY THELMA I TR	RESIDENTIAL	EASEMENT
1047-292-10	L2 GROUP LLC	RESIDENTIAL	EASEMENT
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL	EASEMENT
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL	EASEMENT
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL	EASEMENT
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL	EASEMENT
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL	EASEMENT
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL	EASEMENT
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL	EASEMENT
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL	EASEMENT
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL	EASEMENT
1047-394-01	CORRALES M JONAVI	RESIDENTIAL	EASEMENT
1047-394-02	BASHORE JAMES C & ERLINDA A	RESIDENTIAL	EASEMENT
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL	EASEMENT
1047-394-24	OJEDA MARIO	RESIDENTIAL	EASEMENT
1047-394-25	RUIZ IRENE	RESIDENTIAL	EASEMENT
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL	EASEMENT
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL	FULL
1047-424-02	INTERIANO AMELIA M	RESIDENTIAL	EASEMENT
1047-424-03	PACIFIC WHOLESALE SHUTTERS & BLINDS	VACANT	EASEMENT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER	EASEMENT
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL	EASEMENT
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL	EASEMENT
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR		
1047-443-01	ZHU HUILI	VACANT / WEST CUCAMONGA CHANNEL	EASEMENT
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL	PSE PUE TCE

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1047-242-13	CITY OF ONTARIO	PUBLIC	PSE
1047-242-14	CITY OF ONTARIO	PUBLIC	PSE
1047-242-15	CITY OF ONTARIO	PUBLIC	PSE
1047-242-16	CITY OF ONTARIO	PUBLIC	PSE
1047-242-17	CITY OF ONTARIO	PUBLIC	PSE
1047-242-18	CITY OF ONTARIO	PUBLIC	PSE
1047-242-19	CITY OF ONTARIO	PUBLIC	PSE
1047-262-10	COBBOLD FAMILY TRUST (2-20-03)	RESIDENTIAL	PSE
1047-411-14	MACIAS, ANA	RESIDENTIAL	PSE PUE TCCE
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL	PSE PUE TCE
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL	PSE TCE
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL	PSE PUE TCE
1009-145-92	CITY OF MONTCLAIR	PUBLIC	FEE
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST	COMMERCIAL	PSE TCE
0110-321-12	DWAA P PETROLEUM PROPERTY, LLC  (Please Note: This item was included in the  July 20 Board item; however, was not included  in the Initial E-76)		FEE PUE TCE
0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	VACANT	TCE
0210-192-18	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-19	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-20	SW ONTARIO, LLC	COMMERCIAL	TCE
<del>0210-193-29</del> (prev 0210-193-16)	ADMINSURE	COMMERCIAL	FEE EASEMENT

Notes: Stricken properties were deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PUE-Permanent Utility Easement

PSE- Permanent Subsurface Easement

Partial-Partial Acquisition

Full- Full Acquisition

## I-215 Barton Project Parcel Listing Approved Board of Directors September 2, 2015

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0275-231-25	SIMON	RESIDENTIAL	FULL
0275-231-46	CLARK REVOC TRUST	COMMERCIAL	FULL
0275-232-05	LUGO	RESIDENTIAL	FULL
1167-141-05	HYROSEN PROPERTIES, INC.	COMMERCIAL	FULL
0275-231-68	HADJICONSTANTIS	COMMERCIAL	FULL
1167-231-10	CURATOLO FAMILY TRUST	COMMERCIAL	FULL
1167-151-01 1167-161-01	GEORGIA CAPITAL, LLC	VACANT LAND	PARTIAL TCE
1167-141-10 1167-141-11	C-Y DEVELOPMENT CO	COMMERCIAL	PARTIAL
1167-141-03 1167-141-04	CIRCLE P HOLDINGS LLC (FORMERLY "IE ROLLERSPORTS")	COMMERCIAL	PARTIAL TCE
1167-141-02	YASIN	COMMERCIAL	PARTIAL TCE
1167-141-09	ADCOCK	COMMERCIAL	PARTIAL TCE
1167-141-01	TANIOS	COMMERCIAL	PARTIAL TCE
1167-141-08	CITY OF GRAND TERRACE	VACANT LAND	PARTIAL TCE
1167-231-22			
1167-231-22			
1167-231-23			
1167-231-24	STATER BROS	COMMEDIAN	PARTIAL
1167-231-25	MARKETS	COMMERCIAL	TCE
1167-231-26			
1167-231-27			
1167-231-28			
1167-231-20	SDG INVESTMENTS LLC	COMMERCIAL	PARTIAL TCE
1167-231-24	AUTOZONE DEVELOPMENT	COMMERCIAL	PARTIAL TCE
1167-231-11	YASIN	COMMERCIAL	PARTIAL TCE
0275-232-04	TERRACE UNION SCHOOL DISTRICT S.B. CO.	PUBLIC LAND	TCE
1167-121-08	CITY OF DIVERSIDE	VACANTE I AND	PARTIAL
1167-131-13	CITY OF RIVERSIDE	VACANT LAND	TCE
1167-121-11	LAMBERT FAMILY TRUST	INDUSTRIAL	TCE
1167-121-10	ADAMS REVOCABLE LIVING TRUST	VACANT LAND	TCE
1167-121-01	MCDUFFEE TRUST	VACANT LAND	PARTIAL

## I-215 Barton Project Parcel Listing Approved Board of Directors September 2, 2015

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1167-121-09	FURNAS FAMILY TRUST	COMMERCIAL	PARTIAL TCE
1167-121-02	TILLEY		
0275-223-16	2881 HULEN PLACE LLC	INDUSTRIAL	PARTIAL TCE
0275-223-27	HUGHES	VACANT LAND	PARTIAL TCE
0275-231-27 0275-231-28	57 <sup>TH</sup> SAGA LLC	RESIDENTIAL	PARTIAL TCE
0275-231-47	CLARK	VACANT LAND	PARTIAL
0275-231-69	TERRACE VILLAGE RV PARK LLC	COMMERCIAL	TCE
0275-232-10	GUTIERREZ	RESIDENTIAL	PARTIAL
0275-231-57			
0275-231-58			
0275-231-59			
0275-231-60			
0275-231-61	CITY OF GRAND	VACANT LAND	PARTIAL
0275-231-62	TERRACE	VACANT LAND	TCE
0275-231-63			
0275-231-64			
0275-231-65			
0275-231-66			
0275-231-11	MACIAS	RESIDENTIAL	PARTIAL TCE
0275-231-12	LLEWELLYN	RESIDENTIAL	FULL
1167-151-09	MARK & J PIERCE FAMILY TRUST	VACANT LAND	TCE
1167-151-08	SCE	VACANT LAND	TCE
1167-151-14	CITY OF RIVERSIDE	VACANT LAND	TCE
0275-232-09	ELAWAR	RESIDENTIAL	TCE
1167-151-07	COLTON INDUSTRIAL PROPERTIES	COLTON INDUSTRIAL COMMERCIAL TCE	

TCE- Temporary Construction Easement

Partial- Partial Acquisition Full- Full Acquisition

## Minute Action

**AGENDA ITEM: 5** 

Date: September 2, 2020

## Subject:

San Bernardino Valley Coordinated Traffic Signal System - Iteris Contract No. 16-1001515 Amendment No. 1 to Contract Task Order 4

## Recommendation:

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

Approve, ratify, and authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract Task Order 4 on Contract No. 16-1001515 with Iteris for the San Bernardino Valley Coordinated Traffic Signal System to update the Signals Coordination Timing for the City of Yucaipa and County of San Bernardino in Priority Area 4 for an amount not-to-exceed \$110,000.

## Background:

On January 4, 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 16-1001515 to Iteris as a task order contract for the continuing operation and maintenance of the San Bernardino Valley Coordinated Traffic Signal System (SBVTSS).

On March 31, 2018, Contract Task Order (CTO) No. 4 was approved by the Executive Director to develop updated coordinated timing plans under Contract No. 16-1001515. During the price negotiations with Iteris, a budget of \$1,655,474 was allocated for this aspect of work over the life of the 5-year term. However, only \$1,100,000 was released at that time to proceed with the work, with the expectation that additional budget would be allocated via future amendments, when the need arose.

On September 12, 2019, Iteris submitted a request for Amendment No. 1 to CTO 4 to update the coordination timing for the City of Yucaipa and County of San Bernardino for a not-to-exceed amendment amount of \$110,000. The SBCTA Project Manager, at that time, responded via email dated September 20, 2019, that SBCTA would treat this work as Contract Task Order 4-1 and a CTO form (FR309) would not be required. Subsequently, on September 20, 2019, a Notice to Proceed was issued via email agreeing to the proposed cost and scope of work. The correct protocol would have been to issue CTO 4-1 for \$110,000, as approved by the Executive Director based on the Board authorized contract with Iteris for \$1,655,474, as the proposed amendment cost fell within the awarded amount.

In January 2020, Contracting and Procurement Policy No. 11000 was revised by the Board to include value limitations to CTOs approved by the Executive Director. Recently, as the final task order under CTO 4 was being initiated correctly, it was determined that per the updated Policy No. 11000, CTO 4-1 must now receive Board approval since the amendment exceeds \$100,000, and the original CTO 4 exceeded \$500,000. Board approval and ratification of this item will rectify the error of not correctly processing CTO 4-1 in September 2019. All contracts that assign tasks by CTO will follow the current Policy No. 11000 requirements.

Entity: San Bernardino County Transportation Authority

This will be the final task under the original SBVCTSS work plan as required under a grant agreement with the South Coast Air Quality Management District. Per Board direction in December 2019, a revised work plan for the SBVCTSS is under development to create a pilot corridor on Haven Avenue with the cities of Ontario and Rancho Cucamonga.

## Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0701 Valley Signal Coordination.

## Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 13, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft CTO amendment.

## Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved Board of Directors Date: September 2, 2020 Witnessed By:

## Contract Summary Sheet

			U	Jilliact St	anninai y Sneet	ι				
			Gen	eral Cont	ract Informati	ion				
Contract No:	16-1001515	Amendn	nent No.:	1						
Contract Class:	Payable		Depart	ment:	Proj	ject Deliv	ery			
Vendor No.:	01105	Vendo	r Name: <u>I</u>	teris						
Description:	SBVCTSS									
List Any Related Co	ntract Nos.:				19-1002159,	16-10014	01 & 16-100139	9		
				Dollar	Amount					
Original Contract		\$	1,100	0,000.00	Original Conti	ingency		\$		-
Prior Amendments		\$		-	Prior Amendn	nents		\$		-
Current Amendme	nt	\$	110	0,000.00	Current Amer	ndment		\$		-
Total/Revised Con	tract Value	\$	1,210	0,000.00	<b>Total Conting</b>	ency Valu	ie	\$		-
		Total D	Oollar Aut	hority (Co	ontract Value	and Cont	ingency)	\$	1,210,000	0.00
			(	Contract A	Authorization					
Board of Directo	ors Date:		2/2020			Board		Item #	6991	_
		Con	itract Mai		t (Internal Pur	poses On				
	Other Contracts			Sole Sou	ırce? No		No Buo	dget Adjustn	nent	
Local			Des		to Davidhla					_
					ts Payable					
Estimated Start Da	te: 01/04	/2017	Expirati	on Date:	01/31/20	21 F	Revised Expiratio	n Date:		
NHS: No	QMP/	QAP:	No	Pr	evailing Wage	::	No			
	Sub-					Total C	ontract Funding:	Total Co	ntingency:	
Fund Prog Task		enue	PA Level	Revenue	Code Name	\$	1,210,000.00	\$	-	_
		00000			<b>ASI</b>		266,582.00		-	_
The state of the s	&co es en en en en en Con en en en en en en en en la en en en en	34003 40013			Yucaipa an Bernardino		38,704.00 16,296.00		-	-
GL: 6010 40 0860					us Cities		479,961.00		-	_
GL: 2830 40 0860 GL:	0701 52001 442	14007		N	SRC		408,457.00		-	-
GL:	b						-		-	-
GL:							-		-	_
GL:							<u>-</u>	-		-
	<u> </u>									
He	eng Chow					Tim E	Byrne			
Project Mar	nager (Print Nam	e)			Task	Manager	(Print Name)			

Additional Notes:



RFP#:		I	Date:	5/25/202	0	
Project SBVCTS Description:	SS					
Contract # and/or Amendme	ent CTO#4 Amendn	nent 1				
In accordance with SBCTA Polis required for all procurement and sole-source vendors such Edison, and any of the railroads	actions with the exasthe California H s.	xcep lighw	tion of ay Pat	agreeme rol, Soutl	nts between	SBCTA
The ICE must be completed <u>prid</u>	_	tee	· -		Tak	_1
Direct Labor Category Project Manager	No. of Hours	Х	\$ \$	<b>ate</b> 100	Tota \$	ai 3,000
Senior Engineer	100	- ^ X	\$ 	75	-	7,500
Engineer	200	- ^ X	\$ —	50	-	10,000
Associate/Assistance Engineer	400	- ^ X	\$ —	35	-	14,000
Tissociace/Tissistance Engineer		- ^	\$ —		-	11,000
		- ^	· —		_ '	
Total Direct Labor: \$34,500						
Direct Labor Overhead: ( <u>178.3</u>	<u>9</u> %) <u>\$61,545</u>					
Total Labor Costs: \$96,045	•					
Other Direct Costs Travel and Per Diem: <u>\$1,000</u> Subcontractors: ( days a Materials: <u>\$10,000</u>	t \$/day)	_				
Total of Other Direct Costs: §	<u> 511,000</u>					
General and Administration	Expense (G&A):					
Total Estimated Cost: \$115,689	Profi	t: <u>9%</u>	<u>.</u>			
Anticipated Escalation if Mul	ti-Year Contract:		_			
TOTAL COST ESTIMATE IS:	\$ \$115,000					



Heng Chow	
Project Manager (print name)	
1 James HMV	05/25/2020
Project Manager Signature	Date

## **Steps in Developing Detailed Independent Cost Estimates**

- 1. Divide the effort into identifiable tasks or logical steps.
- 2. List categories of labor required in each task (e.g., basic labor, engineer).
- 3. Estimate per-hour cost of each category of labor.
- 4. Estimate the total number of hours for each labor category, by task.
- 5. Multiply number of hours in each category by estimate of time required. This will yield the estimated direct labor costs.
- 6. Estimate amount and type of materials and supplies required and the cost of each.
- 7. Identify any other elements of direct cost that the acquisition may require, such as consultant services, computer rentals, etc., and estimate the cost.
- 8. Estimate travel requirements. Remember to include mobilization/demobilization.
- 9. If subcontracting is expected, identify tasks to be subcontracted and estimate the cost.
- 10. Estimate amount of overhead that will be charged.
- 11. If it is a multi-year contract, include some sort of escalation facto



## **Contract Task Order**

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name:	Iteris, Inc.	Contract No.	: 16-1001515
CTO No.:	4		
Amendment No.:	1		
Period of Performance:	CTO Start Date is effective on date of by SBCTA	executed CTO Completion [	Date: 12/31/2020
Scope of Work Descr	iption – Attach Scope of Wo	ork	
CTO Pricing - Attach F	Price Proposal		
□ Lump Sum ⊠	Time and Materials		
Original CTO Amount: \$	1,100,000 Not to Exceed	CTO Amount:	\$ 1,100,000
Amendment # 1 to CTO	Amendment # 1 to CTO # 4: Not to Exceed Amendment Amount:		
	Cumulative An	nount of All Amendments:	\$110,000
REVISED TO	TAL CTO AMOUNT (Amount in	ncludes all Amendments):	\$ 1,210,000
	Fun	ding String For This CTO:	
4180.40.08	60.0701.52001.41100000, 2830	.40.0860.0701.52001.4221400	77, Various Cities and County
Subcontractors:	DBE	Amount	Cumulative Amount
NDS	No	\$ 1,800	\$ 29,874
Miovisioin	No	\$ 9,450	\$ 102,410
Consultant hereby ac and acceptance of the Authorized to sign:	knowledges receipt e Contract Task Order.	San Bernardino Cou Authority	nty Transportation
Name	Date	Executive Director	Date

Contract Expires:12/31/2022 Available Authority:\$938,001



949.270.9400 iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705

September 12, 2019

Mr. Tim Kirkley San Bernardino County Transportation Authority 1170 West Third Street, 2<sup>nd</sup> Floor San Bernardino, CA 92410

RE: SBVCTSS 16-1001515 – Task Order 4-01: Update Coordination Timing for Yucaipa in Priority Area 4

Dear Tim,

Iteris, Inc. (Iteris) is pleased to present our scope of work to provide traffic signal timing services for the SBVCTSS Project. With the recent completion of the Traffic Signal Coordination Master Plan for Priority Area (PA) 4, the next step is to update the coordination timing for those agencies that have elected SBCTA to prepare and implement new timings, namely the City of Yucaipa and County of San Bernardino. The following presents Iteris' SOW for our services.

## **SCOPE OF WORK**

The scope of work for this project is to prepare, implement and finetune optimized traffic signal timing sheets at 27 intersections in the City of Yucaipa and County of San Bernardino that fall within Priority Area 4 along the following corridors:

- City of Yucaipa: Yucaipa Boulevard from 3<sup>rd</sup> Street to Avenue E/Hampton Road (12 intersections)
- City of Yucaipa: Oak Glen Road from Bryant Street to 14<sup>th</sup> Street/Calimesa Boulevard (7 intersections)
- County of San Bernardino: Alabama Street from Citrus Plaza to Riverbluff Avenue (6 intersections)
- County of San Bernardino: San Bernardino Avenue from Nevada Street to Orchard Way (2 intersections)

## Task 1: Data Collection and Field Review

Iteris will collect pertinent data from SBCTA, City of Yucaipa and County of San Bernardino for the preparation of the new timings, which include traffic signal plans, any available recent traffic counts and existing signal timing sheets. Iteris will also perform field investigation at all project intersections for the appropriate lane geometry, speed limit, signal phasing and existing timing.

AM, mid-day and PM peak turning movement counts (6 hours total) will also be collected at all 27 intersections.

## Task 2: Develop Basic Timing Settings

Iteris will prepare the basic timing parameters (e.g. minimum green, yellow, red, walk, flash don't walk) and ensure they conform with the latest California Manual on Uniform Control Devices (CA MUTCD). The



949.270.9400 iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705

basic timing settings will also include density features (e.g. reduce by, minimum gap, added initial, etc.) to ensure optimal operation during free and coordinated operations.

## Task 3: Develop Optimized Timing Plans

Upon approval of the basic timing parameters by the local agencies, Iteris will generate a Synchro network for each peak period (AM, midday, and PM). Iteris will perform detailed cycle length, split, offset, and sequence optimization for all peak periods. Optimized networks and time-space diagrams will be provided to Yucaipa and County for approval prior to generating implementation-ready timing sheets.

## Task 4: Signal Implementation and Fine-Tuning

Once the proposed timings are approved by the local agencies, Iteris will implement the new timing changes into the controllers in the field or at the agency's traffic signal system, which also includes ensuring that the clocks are all in synch. A copy of the new timing sheets will be stored in the controller cabinets.

Signal fine-tuning will occur immediately after the implementation of the new signal timing plans to ensure that the timing is adequate for the traffic volume. Any modifications made will be noted on the timing sheet. Iteris will drive the corridor to observe the progression as well as ensure there are minimal delays for all non-coordinated phases.

## Deliverables:

- 1. Final Synchro models
- 2. Final Timing Sheets

## **COST ESTIMATE AND TERMS**

Iteris' fee to provide the service based upon the work scope is summarized in the table below.

	PM	DPM	SE	Eng.	Assoc. Eng.	Asst. Eng	Admin/Acct			
	293.67	282.66	185.22	118.82	115.88	88.52	110.03	Total Hours		Cost
TO #4 - Update Coordination Timing Plans									\$	-
Data Collection from Agencies	0.0	0.0	0.0	0.0	0.0	4.0	1.0	5.0	\$	464.1
Traffic Counts	0.0	0.0	3.0	0.0	0.0	7.0	1.0	11.0	\$	1,285.3
Field Inventory	0.0	0.0	0.0	0.0	28.0	28.0	2.0	58.0	\$	5,943.2
Before Travel Time Studies	3.0	0.0	3.0	0.0	40.0	35.0	2.0	83.0	\$	9,390.1
Develop Basic Timing Settings	3.0	0.0	8.0	56.0	60.0	0.0	3.0	130.0	\$	16,299.5
Develop Optimized Timing Plans	3.0	0.0	13.0	56.0	60.0	0.0	3.0	135.0	\$	17,225.6
Implementation and Finetuning of Optimized Signal Timing	13.0		50.0	70.0	120.0	0.0	5.0	258.0	\$	35,851.8
After Study	3.0	0.0	3.0	0.0	60.0	34.0	2.0	102.0	\$	11,619.2
	25.0	0.0	80.0	182.0	368.0	108.0	19.0	782.0		98,070.0
							SUBTOTAL LABOR COST		\$	98,070.0
							Direct Costs	Mileage	\$	680.0
							Subcontractor NDS		\$	1,800.0
							Subcontractor Miovision		\$	9,450.0
						тоти	TOTAL (LABOR+DIRECT) COST			110,000.0





949.270.9400 iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705

Thank you very much for the opportunity to assist SBCTA, City of Yucaipa and County of San Bernardino with traffic signal timing services. Please feel free to call me at 949-270-9633 should you have any questions.

Sincerely, **Iteris, Inc.** 

Bernard K. Li, EE, TE, PTOE

Vice President

**Transportation Systems** 

## Minute Action

**AGENDA ITEM: 6** 

Date: September 2, 2020

## Subject:

Interstate 15 Corridor Contract 1 PS&E Design Services Contract Award

## Recommendation:

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

- A. Award Contract No. 20-1002266 to Michael Baker International for \$21,319,091.00, for Plans, Specifications and Estimates Design Services for the Interstate 15 (I-15) Corridor, Contract 1, Express Lanes Project.
- B. Approve a contingency budget of \$2,131,909.10 for Contract No. 20-1002266 which would be released by the Department Director by contract amendment for out of scope work elements which may arise during project execution.
- C. Approve the waiver of the five-year maximum contract term for Contract No. 20-1002266 as defined in Policy No. 11000 to allow the consultant to provide design support during construction for the I-15 Corridor Contract 1 Project.

## Background:

The Interstate 15 (I-15) Corridor Contract 1, Express Lanes Project (Project) is a candidate for Senate Bill 1 (SB1) grant funds. If SB1 grant funding is approved by the California Transportation Commission (CTC) in December 2020, then the scope of the project would include two express lanes in the median in each direction from south of Cantu Galleano Ranch Road in Riverside County to north of Foothill Boulevard in the City of Rancho Cucamonga. If SB1 grant funding is not approved, the improvements will be designed for only the San Bernardino County portion of the project that is determined to be operationally and fiscally feasible and within the approved environmental document project limits. This project is the first element of the I-15 Corridor which extends further north to Duncan Canyon Road and was environmentally cleared in 2018.

On October 15, 2019, Request for Proposals (RFP) No. 20-1002266 was released and posted on PlanetBids and the San Bernardino County Transportation Authority (SBCTA) website to solicit firms to assist SBCTA in providing Plans, Specifications and Estimates (PS&E) Design Services for the I-15 Express Lane Project. The solicitation was issued in accordance with Contracting and Procurement Policy No. 11000. The solicitation was sent electronically to approximately 1,414 firms and consultants registered on PlanetBids. Of the 1,414 firms notified, 120 firms downloaded the RFP.

On October 15, 2019, Addendum No. 1 was released correcting the pre-proposal time. On October 24, 2019, Addendum No. 2 was released providing copies of the pre-proposal agenda, sign-in sheets for the pre-proposal meeting, reference check instructions, and SBCTA's responses to questions received at the pre-proposal meeting. On November 4, 2019, Addendum No. 3 was released providing SBCTA's response to questions received by the deadline outlined in the RFP.

Entity: San Bernardino County Transportation Authority

On November 21, 2019, SBCTA received three proposals by the date and time specified in the RFP from Advanced Civil Technologies, AECOM Technical Services and Michael Baker International. A responsiveness review was conducted by the Procurement Analyst and found all three proposals were in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA and the California Department of Transportation (Caltrans) District 8.

The Evaluation Committee concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on February 4, 2020, and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 30%, and Work Plan - 40%. The firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were: Advanced Civil Technologies, AECOM Technical Services and Michael Baker International.

The Evaluation Committee considered all three offerors qualified to perform the work specified in the RFP. The highest ranked firm, Michael Baker International (MBI) is being selected due to their knowledge of the project, experience, and staff.

As a result of the scoring, the committee recommends that the contract to perform the scope of work as outlined in RFP No. 20-1002266, be awarded to MBI. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the project showing the ability to perform the work necessary to complete the project on schedule and within budget. Evaluation forms and reference checks are located in the Contract Audit File.

Discussions have followed with MBI to refine the scope of services and to negotiate a cost proposal consistent with the scope of services. Recommendation A is for approving a contract with this team for \$21,319,091. The contract duration will be six years to cover the design and Right-of-Way (ROW) engineering services which are expected to last about two years, to support the procurement of a construction contractor, and to provide design support during construction. It is anticipated that construction would start near the end of 2023, and be complete in about 2½ years. The design proposal from MBI contains a number of cost saving innovations which are anticipated to result in construction capital cost savings of over \$10 million. In addition, during the initial work on this contract, MBI will study several options which could further reduce both the construction cost estimate as well as the design cost.

If SB1 grant funds are approved by the CTC for this project, then the design of this project will require coordination with Riverside County Transportation Commission (RCTC) to join their toll facility which is completing express lanes along the I-15 Corridor just south of the San Bernardino County line. Future agreements with RCTC are anticipated to be brought to the SBCTA Board of Directors (Board) in the coming months as part of the coordination of these projects. Since the Project is partially within Riverside County, RCTC is anticipated to ultimately be responsible for those costs within their county, the design cost and fee in this contract is segregated for work in each county to aid in tracking the appropriate cost share for

each county. The work in Riverside County is approximately 16.87% of the total contract value and amounts to \$3,596,248, including a fee of \$145,790. Contained within the attached contract is language describing that work in Riverside County would only be performed by the firm after SBCTA provides written confirmation of approved SB1 grant funds and a written notice to proceed with the work in Riverside County.

Recommendation B is to approve a contingency budget for the design contract. Due to the ongoing coordination with RCTC and the need to prepare an environmental revalidation for the project since this project will only construct a portion of the originally cleared limits, there may be items that come up over the course of the design process which are not currently defined. This budget would be utilized, if needed, to cover these items and would be released as contract amendments per Contracting and Procurement Policy No. 11000 by the Department Director. Release of contingency will be reported to the Board on a regular basis.

Recommendation C is to waive the five-year maximum contract duration stated in Contracting and Procurement Policy No 11000. Since the designer will be supporting the project through construction, including the preparation of as-builts at the end of construction, this contract will extend into 2026 to envelope construction completion and final close-out work.

Subsequent to approval of this agenda item at the Board of Directors Metro Valley Study Session on August 13, 2020, language was added to the draft contract and scope of work to provide additional clarification to when various elements of work could be completed. This language provides for various notices to proceed for implementation of the contract work. An initial Notice to Proceed (NTP) 1 will be provided for high level planning, study, and support of work within Segment A. Once confirmation of grant funding is obtained, NTP 2 will be issued to complete the balance of the scope of work. In the event the grant funding is not approved, an alternate NTP 2 may be issued to allow the study and rescoping of the project such that the improvements are entirely within San Bernardino County, and within the limits of the approved environmental document. Once this rescoped project is defined and agreed to, an NTP 3 may be issued for the execution of this rescoped project.

## Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0831 I-15 Corridor Contract 1.

## Reviewed By:

This item and a previous version of the contract were reviewed and recommended for approval (15-1-0; Opposed: Valdivia) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 13, 2020. Subsequent to approval by the Metro Valley Study Session, the draft contract and scope of work were revised. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this agenda item and the draft contract.

## Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

> Approved Board of Directors Date: September 2, 2020

Witnessed By:

Department   Project Delivery   Project Deliver				Contract S	ummary Shee	et			
Department   Project Delivery   Project Deliver				General Con	ract Informa	tion			
	Contract No:	20-10022	266 Amen	dment No.:					
Person   Final Design Services for the I-15 Corridor Contract 1 project	Contract Class:	Payable Department:			Pro	oject Deliv	ery		
Section   Property	Vendor No.: 03112 Ven		Vendor Name: Michael Baker International						
Section   Contract   Section   Contract   Section   Contract   Section   Contract   Section   Contract   Section	Description:	Final Design	<del>_</del> gn Services fo	r the I-15 Corridor Co	ontract 1 proj	ect			
Dollar   Amount   Corriginal Contract   \$ 21,319,091.00   Original Contingency   \$ 2,131,909.10   Original Contract Manendment   \$	•								
Section   Sec				Dolla	r Amount				
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Total Contract Value   \$ 21,319,091.00   Total Contingency Value   \$ 2,319,091.00   Total Dollar Authority (contract Value and Contingency)   \$ 23,451,000.10			\$	-					-
Board of Directors   Date:   09/02/2020   Board   Item #   6990			· \$	21,319,091.00			ue	\$	2,131,909.10
Board of Directors   Date:   09/02/2020   Board   Item #   6990			Tota	l Dollar Authority (C	ontract Value	and Cont	ingency)	\$	23,451,000.10
Contract Management (Internal Purposes Only)   Other Contracts   Sole Source?   No   N/A				Contract	Authorization	1			
Other Contracts	Board of Direct	ors D	ate: 09	/02/2020		Board		Item	n#6990
Design						rposes On	ıly)		
Sestimated Start Date:   09/02/2020   Expiration Date:   09/30/2026   Revised Expiration Date:		Other Cont	racts		urce? No			N/A	
Sestimated Start Date:   09/02/2020   Expiration Date:   09/30/2026   Revised Expiration Date:   Yes	Local				. 5 11				
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Fund   Prog   Task   Sub-   Task   Sub-   Task   Task   Object   Revenue   PA Level   Revenue Code Name   \$21,319,091.00   \$2,131,909.10		-	)9/02/2020	Expiration Date:	09/30/20	J26 I	Revised Expiratio	n Date:	
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Fund Prog   Task   Object   Revenue   PA Level   Revenue Code Name   \$21,319,091.00   \$2,131,909.10		Sub-				Total C	-	Total	
Call	Fund Prog Task	( )( )( )( )( )(	t Revenue	PA Level Revenue	Code Name	\$	21,319,091.00	\$	2,131,909.10
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Dennis Saylor Project Manager (Print Name)  Project Manager (Print Name)  Project Manager (Print Name)	GL:						-		-
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Dennis Saylor Paula Beauchamp Project Manager (Print Name) Task Manager (Print Name)	GL:						-		
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Project Manager (Print Name) Task Manager (Print Name)	De	nnis Saylor				Paula Re	auchamn		
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	Additional Notes:	- '	<u> </u>				·		

### **CONTRACT 20-1002266**

### BY AND BETWEEN

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

### **AND**

# MICHAEL BAKER INTERNATIONAL

### **FOR**

# PLANS, SPECIFICATIONS & ESTIMATE DESIGN (PS&E) SERVICES FOR THE INTERSTATE 15 (I-15) EXPRESS LANE

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> floor, San Bernardino, California 92410-1715; and Michael Baker International, Inc. ("CONSULTANT"), whose address is 3536 Concours Street, Suite 100; Ontario, CA 94612: SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

# **RECITALS:**

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE 1 INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A to this Contract, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated July 9, 2020 attached as Exhibit B to this Contract. If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

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- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is **Dennis Saylor**, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

# ARTICLE 2 PROJECT DESCRIPTION/SCOPE OF WORK

The Parties acknowledge that the Project consist of that portion of the work that falls within San Bernardino County (Segment A) and that portion of the work that falls within Riverside County (Segment B). CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work", ("Work"), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

Parties understand that the Work contemplated in Segment A and B is conditioned upon certain grant funding. CONSULTANT expressly understands that no Work shall be performed in Segment A and B (except as authorized by Notice to Proceed 1 (NTP1) as defined in the Scope of Work). CONSULTANT shall not be entitled to any payment for Work not expressly authorized by NTP1 unless and until SBCTA notifies CONSULTANT in writing of receipt of grant funding and issues a written Notice to Proceed 2 (NTP2) as defined in the Scope of Work for the remaining Work in Segment A and B. If grant funding is not received, SBCTA may, but is not obligated to, issue an Alternate Notice to Proceed 2 (Alt NTP2) for additional project studies and rescoping activities as defined in the Scope of Work. SBCTA may, but is not obligated to, issue a Notice to Proceed 3 (NTP3) upon the completion of Work authorized by Alt NTP2. The parties agree to negotiate in good faith in effort to reach an agreement on a a revised Scope of Work, schedule and cost.

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CONSULTANT expressly understands that no Work shall be performed unless SBCTA issues the applicable written notice to proceed as described in the Scope of Work. SBCTA reserves the right to not issue Alt NTP2 or NTP3.

### ARTICLE 3 CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

### ARTICLE 4 PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on September 2, 2020, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on September 30, 2026, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

### ARTICLE 5 ALLOWABLE COSTS AND PAYMENTS

5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2021, and shall be applied each July 1st for the term of the Contract. The escalation factor to be applied shall be based on the data available as of March of the same calendar year.

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- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$718,475.00. for Segment A and \$145,790.00 for Segment B The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:

# ap@gosbcta.com

- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its sub-consultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$21,319,091.00.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary

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increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

### ARTICLE 6. TERMINATION

- 6.1 <u>Termination for Convenience</u> SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT 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.
  - 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its sub-consultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
  - 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT 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.
  - 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT'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.

### 6.2 Termination for Cause

6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its sub-consultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A

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- waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its sub-consultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
  - 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

# ARTICLE 7 FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds, including but not limited to the identified source of funding, are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

### ARTICLE 8 CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

# ARTICLE 9 DISADVANTAGED BUSINESS ENTERPRISE - Intentionally Omitted

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# ARTICLE 10 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.
- 10.4 All subcontracts in excess of \$25,000 shall contain the above provision.

# ARTICLE 11 CONTINGENT FEE

CONSULTANT 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul 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.

### ARTICLE 12 RETENTION OF RECORDS/AUDIT

- 12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7; CONSULTANT, and sub-consultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 12.2 Subcontracts in excess of \$25,000 shall contain this provision.

### ARTICLE 13 DISPUTES

13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.

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- 13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director, of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

# ARTICLE 14 AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

### ARTICLE 15 SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its sub-consultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-consultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its sub-consultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to sub-consultants.
- 15.5 Any substitution of sub-consultants must be approved in writing by SBCTA prior to the start of Work by the sub-consultant.

# ARTICLE 16 EQUIPMENT PURCHASE

16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies,

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- equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

### ARTICLE 17 INSPECTION OF WORK

CONSULTANT and any sub-consultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

### ARTICLE 18 SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

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18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

### ARTICLE 19 INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
  - 19.1.1 Professional Liability. The policies must include the following:
    - A limit of liability not less than \$3,000,000 per claim
    - An annual aggregate limit of not less than \$9,000,000
    - Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
    - If Coverage is on a claims made basis:
      - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
      - o CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.
  - 19.1.2 <u>Worker's Compensation/Employer's Liability</u>. The policies must include the following:
    - Coverage A. Statutory Benefits
    - Coverage B. Employer's Liability
    - Bodily Injury by accident \$1,000,000 per accident
    - Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any sub-consultant of any tier. All sub-consultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below.

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Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

### 19.1.3 <u>Commercial General Liability.</u> The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than \$25,000,000 each occurrence.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - o \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations".
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

All sub-consultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

# 19.1.4 <u>Umbrella/Excess CGL</u>. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.

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- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

- 19.1.5 <u>Commercial Auto.</u> The policy must include the following:
  - A total limit of liability of not less than \$5,000,000 each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
  - Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
  - Combined Bodily Injury and Property Damage Liability insurance
     The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
  - 19.1.6 Pollution Liability Intentionally Omitted
  - 19.1.7 <u>Railroad Protective Liability Should the scope of work cause</u> the consultant to need to enter the right of way belonging to the control of a railroad operator, then the consultant shall comply with the requirements of the right of entry permit to be subsequently issued.

# 19.2 General Provisions

- 19.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.
- 19.2.2 <u>Additional Insurance Coverage.</u> All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, or an acceptable equivalent to name San Bernardino County Transportation Authority, Caltrans and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability

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- arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 19.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit redacted copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- Regardless of the allowance of exclusions or deductibles by 19.2.4 Deductibles. SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$500,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 19.2.5 CONSULTANT's and Sub-consultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-consultants' pollution, automobile, general liability or other liability policies

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- (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, sub-consultant or sub-sub-consultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its sub-consultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09 or an acceptable equivalent). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.7 <u>Cancellation.</u> If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 19.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-consultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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- 19.2.9 <u>No Waiver</u> Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.10 <u>Sub-Consultant</u> Insurance required of the CONSULTANT shall be also provided by sub-consultants or by CONSULTANT on behalf of all sub-consultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the sub-consultant's contract and the level of liability exposure for the specific type of work performed by the sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultant.
- 19.2.11 <u>Higher limits</u>. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 19.2.12 <u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ARTICLE 20 INDEMNITY

- 20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:
  - CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.
- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans, and its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers, and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### ARTICLE 21 OWNERSHIP OF DATA

21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will

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- automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

# ARTICLE 22 CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

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# ARTICLE 23 CONFIDENTIALITY OF DATA

- All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the
  terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise
  reasonable precautions to prevent the disclosure of confidential information to anyone
  except as expressly authorized by SBCTA. Any communications with or work product of
  SBCTA's legal counsel to which CONSULTANT or its sub-consultants or agents have
  access in performing work under this Contract shall be subject to the attorney-client
  privilege and attorney work product doctrine, and shall be confidential. CONSULTANT
  shall not release any reports, information or promotional material or allow for the use of
  any photos related to this Contract for any purpose without prior written approval of
  SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

# ARTICLE 24 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

# ARTICLE 25 EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be

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retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

### ARTICLE 26 RETENTION OF FUNDS

- Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or sub-consultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due sub-consultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or sub-consultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE CONSULTANTS and sub-consultants.

### ARTICLE 27 RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.

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- 27.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 27.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 27.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

### ARTICLE 28 TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
  - 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
  - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and sub-consultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
  - 28.2.1 Increases or decreases the Scope of Work;
  - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

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- 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
- 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
  - 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
  - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

# ARTICLE 29 KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function		
Brandon Reyes	Project Manager		
Steve Huff	Project Principal		

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### ARTICLE 30 REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

# ARTICLE 31 TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT 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 CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

### ARTICLE 32 PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

### ARTICLE 33 STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code§12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

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# ARTICLE 34 STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

### ARTICLE 35 CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT 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. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.

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# ARTICLE 36 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

### ARTICLE 37 NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TO MICHAEL BAKER INTERNATIONAL, INC.	TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY		
3536 Concours Street, Suite 100;	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor		
Ontario, CA 94612	San Bernardino, CA 92410-1715		
Attn: Brandon Reyes	Attn: Dennis Saylor		
Email:brandon.reyes@mbakerintl.com	Email: dsaylor@gosbcta.com		
2 <sup>nd</sup> Contact Steve Huff	cc: Procurement Manager		
Email: sjhuff@mbakerintl.com	Procurement@gosbcta.com		
Phone: (909)974-4967	Phone: (909) 884-8276		

### ARTICLE 38 STOP WORK ORDER

Upon failure of CONSULTANT or its sub-consultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with "TERMINATION" provision herein.

### ARTICLE 39 CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

### ARTICLE 40 ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

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# ARTICLE 41 WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

### ARTICLE 42 INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's sub-consultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

### ARTICLE 43 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.

# ARTICLE 44 GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

# ARTICLE 45 FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

### ARTICLE 46 PRECEDENCE

46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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- 46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

# ARTICLE 47 GRATUITIES

CONSULTANT, 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.

### ARTICLE 48 REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

# ARTICLE 49 DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

### ARTICLE 50 FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

# ARTICLE 51 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

### ARTICLE 52 ENTIRE DOCUMENT

52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications,

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- written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

### ARTICLE 53 CONTRACT

This Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

### ARTICLE 54 EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.
SIGNATURES ARE ON THE FOLLOWING PAGE
SIGNITURES TIME ON THE TOPES WING THE

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

	CONSULTANT	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY			
Ву:	Darren Riegler Senior Vice President	By:	Frank J. Navarro President, Board of Directors		
Date:		Date:			
			APPROVED AS TO FORM		
		Ву:	Juanda Lowder Daniel Assistant General Counsel		
		Date:	Tissistant Concrat Counsel		
			CONCURRENCE		
		By:	Jeffery Hill		
		Date:	Procurement Manager		

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# Contract No. 20-1002266 EXHIBIT "A" SCOPE OF WORK

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. San Bernardino County improvements will be considered Segment A and the Riverside County improvements will be considered Segment B. The Riverside County portion of the PS&E is conditioned upon certain grant funding and the work will be authorized only if SBCTA receives notification from the California Transporation Commission (CTC) of approved grant funding. Authorization for the work will be provided by SBCTA via written notification of the same and a Notice to proceed.

It is anticipated that a Notice to Proceed (NTP1) will be issued after contract execution for intitial high level planning and support activities for Segment A until such time that grant funding is secured. Notice to Proceed (NTP2) would be anticipated after approval of grant funding by the CTC. The Scope of Work under NTP2 would be the remaining work under the Scope of Work not already released by NTP1. Issuance of NTP2 is expressly conditioned on approval of grant funding by CTC.

In the event grant funding is not approved by the CTC, SBCTA may issue an Alternative Notice to Proceed 2 (Alt NTP2) for additional project studies and rescoping activities, which include traffic, geometric, operations and cost of a project within the approved environmental document limit in San Bernardino County.

SBCTA may issue a Notice to Proceed (NTP3) based upon the studies and rescoping results from Alt NTP2, subject to agreement on a revised Scope of Work, schedule and cost. SBCTA reserves the right to not issue Alt NTP2 or NTP3.

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 this 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 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. There may be additional meetings held in scoping the project with stakeholders like TSP and RCTC.
- 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. One (1) hard copy is assumed for each major deliverable for each SBCTA, TSP and Caltrans.
- D. Assume there may be two final bid packages, Baseline and Optional. For the Baseline package, the quantities and costs will be segregated by County. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work, which is not included as part of this scope.

# E. Retaining Walls:

a. 16 total retaining walls of varying length, including modified Type 1 retaining walls (due to PGa>0.6) and ground anchor type walls. 3 soundwalls of varying length (SW 310, 344 partial, 356 partial) just North of Etiwanda Bridge.

# F. Overhead/Gantry Signs

- a. 47 standard single post signs
- b. 11 standard two-post signs
- c. 2 single post gantry signs
- d. 1 two post gantry sign

# G. Geotech borings:

- a. Bridges: Caltrans enforces the AASTHO guidelines of one boring per substructure. For substructure widths greater than 100 feet, a minimum of two borings per substructure will be performed. Per Caltrans guidelines, bridge borings will be drilled to at-least 70 feet deep. For bridges on piles, the depth of exploration will extend at-least 20 feet below the pile tip per AASHTO guidelines.
- b. Retaining Walls: Caltrans enforces the AASTHO guidelines of minimum of one boring per retaining wall. For retaining walls more than 100 feet in length borings will be spaced every 100 to 200 feet.
- c. Soundwalls: Per Caltrans guidelines, borings will be performed every 500 feet.

- d. Overhead signs and Gantry structures: Per Caltrans requirement, a boring will be performed for each support.
- e. Embankment: Per Caltrans guidelines, additional borings (where necessary) will be performed every 500 feet.
- f. Pavement Structural Sections: Per Caltrans design practice, additional borings (where necessary) will be performed every 500 to 1,000 feet.
- g. San Bernardino County Environmental Health Services Department to waive well perit fees for soil borings, or SBCTA to pay for these fees.

### H. Exclusions:

- a. SWPPP
- b. Pavement deflection testing and pavement rehabilitation design
- c. Permit fees (that are not identified in the cost proposal as ODCs)
- d. ADL and Site Investigations
- e. Non-Standard Overhead Sign structures
- f. Modification to the RCTC infrastructure (Kaptch) system
- g. Foothill Blvd Interchange Improvements are not included

### 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
- OA/OC Plan and Risk Management Plan
- Independent Review of PS&E Deliverables
- Constructability Review of PS&E Deliverables

### 3.100.15 Tolling Advisory Services

CONSULTANT shall coordinate discussions and materials to help SBCTA and stakeholders stay informed, understand and analyze issues, and make decisions regarding the TSP's toll systems. Technical and strategic advice on toll system implementation, business rules and policy development, stakeholder management, testing and inspections, toll operations support, tolling interoperability support, and emerging technologies.

#### Deliverables:

• Meeting agendas and minutes, and technical memos as directed by SBCTA.

# TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

# Geometric Updates

CONSULTANT shall coordinate the northern project limits along with 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 updates to the overall project geometrics, an environmental revalidation and Supplemental Project Report shall be prepared; and will also describe to document the construction sequencing proposed for this project. CONSULTANT will prepare an updated traffic memo to address the new project limits as defined in this phase and validate the operational viability for access and egress to/from the express lane network.

The project changes will be documented by the CONSULTANT in the environmental revalidation. Resource areas are assumed to not change from what is described in the adopted environmental document and would therefore be briefly discussed in the environmental revalidation only, as appropriate.

### Baseline Deliverables:

- Revised geometrics for revised northern termini, tolling access points and at county line
- Supplemental Project Report
- Supplemental Traffic Memorandum

### **Environmental**

It is assumed that the project as defined in the adopted environmental document will continue with the same post mile limits and that Contract 1 includes Segments A and B and is geographically south of Baseline. and Contract 2 is work north of Baseline (Optional) will be considered two construction phases of the project. If a substantial amount of time results between the two phases then each Contract could be considered a separate project and additional environmental effort would be required; however, this scope assumes that these will be considered two phases of one overall construction project. The project will still be addressed as the overall project limits included in the adopted environmental document but changes will only be provided and addressed within the limits of the Baseline Project.

It is expected that Caltrans will require a traffic analysis to review the operations of the Baseline Project. However, because the project is being considered as two construction phases of a single project all environmental work will continue to reference the overall project and post mile limits but the Revalidation, analyses, documentation, etc., will just address the modifications provided for the Baseline Project since the design for the Optional Project would be prepared separately and constructed based on funding availability. If the project is divided into two separate projects, then this would require additional environmental documentation and effort beyond what is included in this scope of work; this could occur if a substantial lag between the completion of construction for

Contract 1 and the start of construction of the Optional Project results. It is further assumed that the Opening and Future Years, and traffic information, for the project will not change from what was included in the adopted environmental document

Only those items specifically identified in this scope of work are included. No other effort is assumed or implied.

Environmental Revalidation - CONSULTANT will prepare a single NEPA/CEQA Revalidation form based on the Revalidation form that is available on the Caltrans Standard Environmental Reference (SER) at the time that the analyses are performed. The Revalidation will address project improvements/modifications that are identified during the final design efforts. Using existing available information and updated design information the Revalidation will document the following items: changes in project design, environmental setting, environmental circumstances, environmental impacts of the project, and avoidance, minimization, and/or mitigation measures since the environmental document was approved.

A brief discussion related to the validity of the information provided in the CEQA/NEPA documentation related to potentially impacted resources will be included. It is assumed that all project modifications will be located within the limits of disturbance that are addressed in the adopted CEQA/NEPA document and that none of the improvements will require updates to the technical studies or detailed analyses, record searches, or modeling. Any affected resource areas will include a qualitative assessment only and will not involve extensive evaluation. A field review of the areas involved will be conducted, if appropriate, and all information will be directly incorporated into the Re-Validation. It is assumed that no new mitigation will be identified or required, that no revisions to the CEQA/NEPA documentation itself will be required, and that no recirculation or public availability of the CEQA/NEPA documentation will be required.

Based on the results of the above analyses a determination will be provided on the NEPA/CEQA Revalidation Form regarding the validity of the existing NEPA and CEQA documents and findings. It is assumed that the finding will be that the NEPA/CEQA document is still valid based on the information presented in the Re-Validation that no further action is required related to environmental documentation.

The Revalidation will also address that the project is no longer utilizing a Design-Build approach and will document the construction phasing. However, no analysis related to phasing is assumed to be needed since the project is assumed to be continuing as a single project with two closely timed construction phases and any interim condition would be very limited in duration (i.e., less than six months).

If improvements would occur outside of the limits of disturbance in the adopted CEQA/NEPA document, then a separate scope and cost will be provided for review/approval prior to addressing these improvements.

It is assumed that all geotechnical and boring activities are covered in the adopted CEQA/NEPA document and that environmental documentation will not be required for these activities.

#### Other Environmental Items

In addition to the Environmental Revalidation other environmental items have been included as described in the following text.

<u>Paleontological Mitigation Plan (PMP)</u> – CONSULTANT will prepare a PMP that conforms to all requirements outlined in the Caltrans SER Volume 1 Chapter 8 (Paleontology), addresses the mitigation measures and recommendations outlined in the adopted environmental document and Paleontological Identification Report (PIR)/Paleontological Evaluation Report (PER), and identifies all paleontological tasks and procedures that will be required in order to reduce potential impacts to paleontological resources to a less than significant level pursuant to CEQA and NEPA. The PMP will be prepared to cover the entirety of the project as presented in the adopted environmental document. No paleontological effort beyond the PMP is assumed or included.

Environmental Commitment Record — CONSULTANT, following coordination with SBCTA, will meet with Caltrans to ensure that all parties are in agreement on those measures included in the Environmental Commitment Record (ECR) that must be addressed during PS&E and that it is clear who will be responsible for addressing each measure. It is expected that once any ECR measure is completed, a close out memorandum will be prepared and submitted to SBCTA and then to Caltrans for concurrence that the measure has been completed. It is assumed that detailed reporting on ECR compliance and tracking will not be required during PS&E. The effort related to the ECR includes: 1) meeting with Caltrans to discuss the ECR compliance activities; 2) monthly summary of activities performed related to the ECR measures (this will not address every measure; it will just be a summary of what was done during the month related to any ECR measures); and 3) close out memoranda for measures when they have been completed.

Noise — Measure NOI-1 in the adopted environmental document states, "The Design-Builder will complete construction of all sound walls (S-344, S-353, S- 96, and S-411) prior to commencement of heavy civil and structural work on the freeway between Foothill Boulevard Undercrossing and Victoria Street Undercrossing to reduce construction and operational noise impacts to developments adjacent to the corresponding portions of the project area that include sensitive receptors." It is assumed that a portion of these walls will be built as part of this project, only as far as the physical construction limits, and all identified soundwalls in the adopted environmental document will not be constructed. No noise analysis or effort is assumed related to the Baseline Project; this task is to cover consultation activities related to meeting and coordinating with the individuals noted above.

Soundwall Design Report – As stated above it is expected that some soundwalls (those up to Station 350+00) will be constructed as part of Contract 1. For soundwalls included as part of Contract 1 (assumed to be those walls south of Station 350+00), CONSULTANT will prepare a Soundwall Design Report to document the soundwall requirements from the adopted environmental document along with a comparison to the soundwalls included in the final design. CONSULTANT will coordinate with Caltrans noise specialists to ensure that all parties agree on the scope and content of the document that is prepared. There is not a Caltrans issued annotated outline for this report. Therefore, the report will include a

brief description of the project and also of the soundwalls included in the adopted environmental document. In addition, a table will be included showing the start and end points of each wall along with the wall height, as presented in the adopted environmental document, and the same information as presented in the final design plans. This is assumed to be a brief report that focuses on if the final soundwall designs are consistent with what was identified in the adopted environmental document. It is assumed that all soundwall designs will be consistent with the adopted environmental document and will not require any noise modeling. Additionally, it is assumed that top of wall elevation and finished grade elevation for the beginning and end stationing of the soundwall will be provided and that no discussion of the intermediate stationing will be discussed. The remainder of the soundwalls (i.e., those north of Station 350+00) are assumed to be part of a future contract and are not assumed to be included in this Soundwall Design Report.

#### Deliverables:

- Draft and Final Revalidation
- Draft and Final Paleontological Mitigation Plan
- Environmental Commitment Record Tracking and Close-Out Memos
- Review of plans and specifications (no written deliverables)
- Draft and Final Soundwall Design 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.

Consultant shall perform design level surveys per Caltrans Survey Manual for locating mainline on/off ramp pavement joints, bridges, surface roads, drainage facilities, utilities, potholes for geotechnical investigations, wet and dry utilities, and miscellaneous infrastructure as needed.

#### *Deliverables:*

• Design Level Surveys

## Task 3.185.15.10 Geometric Revisions

The approved Geometric Approval Drawings will be revised to only reflect changes to the project limits and express lane configurations and will be highlighted to differentiate the proposed changes. This includes 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 geometrics to move forward with. This effort will be influenced by the updated traffic analysis and any additional toll revenue studies. It is expected that design refinements will be detailed in the project plans as design is progressed, and the GADs would not continue to be revised as design proceeds beyond the Geometric Revisions submittals.

As part of this effort, an Overhead Sign & Toll Gantry/Equipment Locations exhibit will be prepared and provided for review.

CONSULTANT will conduct a geometric workshop with Caltrans and SBCTA to review proposed changes.

CONSULTANT will prepare a technical memorandum to summarize geometric and design exception changes.

A Supplemental Design Standard Decision Document (DSDD) will be prepared to address any changes to, or new, design exceptions.

#### Baseline Deliverables:

- Revised Geometric Approval Drawings
- Overhead Sign & Toll Gantry/Equipment Locations Exhibit
- Toll System Concept Plans
- Draft and Final Supplemental DSDD
- *Updated PA/ED format cost estimates*
- Draft and Final Geometric Technical Memorandum

## 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.

SBCTA Project Manager will coordinate with railroad companies to obtain approvals for bridge construction. SBCTA will arrange for, and CONSULTANT will conduct, three separate diagnostic meetings, one for each railroad bridge crossing, with Caltrans, CPUC, Union Pacific Railroad (UP), Metrolink and BNSF as needed to explain the proposed improvements in the base scope to each entity and determine any entity-specific

requirements for the modified grade separations. CONSULTANT will prepare meeting notes and will provide them to SBCTA for distribution to the external stakeholders and the team. Flagging costs are included for conducting ground surveys and geotechnical and other testing within railroad right-of-way. It is assumed that field walks can be conducted within the railroad right-of-way if accompanied by field personnel or while activities requiring flagging are being performed.

# UP Approvals for the Mission Boulevard OH and Vina Vista OH

CONSULTANT will prepare the following milestone submittals for review and approval of the bridges' conceptual layouts. The plans submitted to the UP shall be limited to plan, elevation, and typical section views showing horizontal clearances to the right-of-way locations and to track centers, the proposed vertical clearance from the soffit of the new, widened bridges to the top of rail, and existing and future track locations in both plan and elevation views.

## Concept Submittal (Inquiry, Concept Plans: Bridges, Shoofly Tracks, and Site Pictures)

At the Mission Boulevard OH, because UP is unlikely to approve the shoofly design in the PR due to constructability issues, CONSULTANT will propose a switch installation off the existing siding track and realigning the storage track to connect the siding track to the storage track. If UP approves this concept, layouts for a formal UP submittal will be developed. If UP does not approve this concept, an alternative design will need to be developed in partnership with UP, which may require an amended scope and associated budget.

Once the concept layouts for the bridges are completed, CONSULTANT will prepare a Concept Submittal for submission to the UP of the Mission Boulevard Overhead and the Vina Vista Overhead. This submittal package will include bridge plans, storage track plans, and site pictures. CONSULTANT will address UP's comments and incorporate the responses into the 30% Plan Submittal.

# 30% Plan Submittal (Response to Comments from Concept Submittal, Design Plans, Construction Phasing)

CONSULTANT will prepare 30% Submittals for the bridges and storage tracks to the UP. CONSULTANT will address UP's comments and include the responses into the Final Plan Submittal.

<u>Final Plan Submittal (Response to Comments from 30% Submittal, Final Design Plans)</u> CONSULTANT will prepare Final Submittals for the bridges and the storage tracks to the UP for review. CONSULTANT will address UP's comments and will finalize the plans.

#### C&M's

SBCTA's Project Manager will obtain from UP a typical, or current, version of a C&M agreement. As needed by SBCTA, CONSULTANT will review the agreement will advise SBCTA of any concerns about technical clauses and/or content. Any legal reviews of the C&M agreement will be performed by SBCTA and/or Caltrans.

CONSULTANT will prepare an Exhibit A for both bridges (Plan/Profile/Typical Section showing appropriate horizontal and vertical clearances, right-of-way locations, future track locations) to be attached to the final C&M's. It is anticipated that this exhibit will be based upon the final plans.

CONSULTANT will prepare a layout of the right-of-way needs for permanent easements and construction easements to be attached to the final C&M's and to be used by the SBCTA for right-of-way acquisitions from the railroad necessary for the project.

SBCTA will prepare a letter documenting stakeholder comments and will offer to meet, or host a conference call, to discuss the resolution to these comments.

CONSULTANT will attend up to three meetings or conference calls with the UP until final resolution has been achieved and the SBCTA and the UP have reached full agreement on the C&M's.

# Metrolink Approval for the Rochester OH:

approval of the Rochester Avenue OH bridge's conceptual layouts. One set of submittals will be prepared for the base project bridge widening, and a second set of submittals will be prepared for the optional project bridge widening. The plans submitted to Metrolink shall be limited to plan, elevation, and typical section views showing horizontal clearances to the right-of-way locations and to track centers, the proposed vertical clearance from the soffit of the new, widened bridge to the top of rail, and existing and future track locations in both plan and elevation views.

#### Concept Submittal (Concept Plans and Site Pictures)

Once the concept layout for the bridge is completed, CONSULTANT will prepare a Concept Submittal for submission to Metrolink for the Rochester Overhead, which will include plans and site pictures. Metrolink will review and comment on the Concept Submittals. CONSULTANT will address comments received and include the responses into the 30% Plan Submittal.

# 30% Plan Submittal (Response to Comments from Concept Submittal, Design Plans, Construction Phasing)

CONSULTANT will prepare 30% Submittal for Metrolink. Metrolink will review and comment on the 30% Plans Submittal. CONSULTANT will address comments received and include the responses into the 60% Plan Submittal.

# 60% Plan Submittal (Response to Comments from 30% Submittal, Design Plans, Construction Phasing)

CONSULTANT will prepare 60% Submittal for Metrolink. Metrolink will review and comment on the 60% Plans Submittal. CONSULTANT will address comments received and include the responses into the 90% Plan Submittal.

# 90% Plan Submittal (Response to Comments from 60% Submittal, Design Plans, Construction Phasing)

CONSULTANT will prepare 90% Submittal for Metrolink. Metrolink will review and comment on the 90% Plans Submittal. CONSULTANT will address comments received and include the responses into the Final Plan Submittal.

# <u>Final Plan Submittal (Response to Comments from 90% Submittal, Design Plans, Construction Phasing)</u>

CONSULTANT will prepare the Final Plans Submittal for Metrolink. Metrolink will review and comment on the Final Plans Submittal. CONSULTANT will address comments received.

Construction and Maintenance Agreements (C&M) for Base Project & Optional Project Upon submittal of the Final Base Plans, and the final Optional Project Plans to Metrolink, CONSULTANT will request from the Metrolink a typical, or current, version of a C&M. Upon receipt, CONSULTANT will review said agreement and make a report to the SBCTA regarding any clauses that may be of concern. The SBCTA should then provide an independent legal review of the C&M and provide comments identifying their issues of concern.

CONSULTANT will prepare an Exhibit A for the bridge (Plan/Profile/Typical Section showing appropriate horizontal and vertical clearances, right-of-way locations, future track locations) to be attached to the final C&M. This exhibit will be completed based upon the final plans.

SBCTA will coordinate with BNSF as needed, to review and approve each set of plans for widening the Rochester Avenue OH in the base scope as well as the optional scope. CONSULTANT will attend up to two meetings, or conference calls, with BNSF to gain plan approvals.

SBCTA will prepare a letter to Metrolink, and BNSF as needed, documenting stakeholder comments and offer to meet, or host a conference call, to discuss the resolution to these comments. CONSULTANT will attend up to three meetings, or conference calls, with Metrolink until final resolution has been achieved and the SBCTA and Metrolink have reached full agreement on the C&M.

## CPUC Authorization-CPUC (General Order) GO-88B

CONSULTANT will assemble documentation and prepare three GO-88B applications requesting approval of the bridges over the railroad to the CPUC for an Orders Authorizing construction of the bridges in the base project. For the Optional project, one GO-88B application requesting approval of the Rochester Avenue OH left widening, will be submitted. The final deliverable will be completed applications presented signature-ready to the SBCTA.

#### Baseline Deliverables:

 Concept, Draft & Final temporary shoofly track plans, 5 hardcopy sets of plans for each submittal anticipated

- CPUC General Order 88-B (GO 88-B) form and exhibits, 5 hardcopy sets of plans anticipated
- Construction and Maintenance Agreement input—Metrolink, BNSF, Caltrans, SBCTA
- Construction and Maintenance Agreement input—Union Pacific Railroad, Caltrans, SBCTA
- Comment responses

## TASK 3.220-PERFORM RIGHT OF WAY ENGINEERING

There are only three (3) TCE needed in the baseline contract area and none needed in the optional contract area. There will be no need for a hard copy base map. There will be no need for a pre-construction Record of Survey because no right of way monuments will be destroyed and There are no take parcels. There will be no need for a post record of survey because there will be no monuments needing replaced. In the event that there is a monument lost during construction the contractor's surveyor will be obligated to tie out the existing monument that will be destroyed and replace it. The surveyor will then file the appropriate forms with the County of San Bernardino.

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

For budget planning purposes, it is assumed a right of way engineer will provide survey exhibits for three (3) easement acquisition areas, and 0 fee acquisition parcel.

#### Baseline Deliverables:

• Legal Descriptions and Exhibits

## 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.

CONSULTANT will obtain Preliminary Title Reports for the impacted parcels from a third-party title company and perform a desk review of title reports to verify ownership and work to ensure that the property can be conveyed to SBCTA without any unacceptable liens, Covenants, Conditions and Restrictions and other encumbrances.

CONSULTANT will appraise and negotiate with two (2) property interests to acquire rights to two (2) larger parcels. Property rights to be acquired from both interests include temporary construction easements and permanent utility easements. APNs 156-020-051 and 156-020-050 make up one larger parcel owned by Union Pacific Railroad (UPRR). APN 0229-121-15 is the second property interest to be acquired, owned by CPRT Land Holding, a private commercial property with a possible driveway impact. No fee acquisition or Resolution of Necessity is assumed. If an impasse is reached during

negotiations with a property owner, SUBCONSULANT will provide condemnation support and can coordinate and participate in First- and Second-level reviews with Caltrans District 8.

SUBCONSULTANT will provide an estimate of value for the temporary construction easement areas and access control easement areas for the two (2) properties based on recent comparable sales in the area. After the appraisal has been performed, an appraisal report is provided which conforms to USPAP standards. SUBCONSULTANT will review public and private databases to analyze zoning, general plan, and other public information related to any appraisal assignment.

As required by Caltrans oversight and federally funded projects, SUBCONSULTANT will coordinate with an independent licensed appraiser to complete the review appraisals. Appraisal and reviews will be submitted to SBCTA for review and final approval.

SUBCONSULTANT will oversee the escrow and closing process required to convey title to SBCTA. To close escrow, the subconsultant will obtain the final title policy, review closing statements and submit to SBCTA for approval.

SUBCONSULTANT will prepare the submittal package for Caltrans Right-of-Way Certification that will include the Certification Form and compilation of the necessary acquisition and utility documents.

It is assumed no coordination with San Bernardino County Transportation Authority (SBCTA) will be required to clear proposed project right of way on SBCTA-owned parcels.

#### Baseline Deliverables:

- Right of way appraisal maps
- Legal Descriptions and plat maps for 2 parcels
- Appraisal reports and reviews for 2 parcels
- Offer Packages and Deeds
- Exhibits for 3 utility relocations & 3 railroad agreements and 3 TCE locations
- 3 Temporary Construction Easements

# 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. Preparation of the Highway PS&E plans set shall include the preparation of the following plan types

TABLE 01- Sheet Count Assumptions

Sheet Type	<u>Discipline</u>
Title/Key/Control	
Typical Sections	
Layout	
Profiles/Supers	Roadway
Construction Details (Ramps, Gores, Removals)	
Grading	
Quantities	
Layouts	
Profiles	
Details	Drainage
Quantities	
WPC Sheets	
Striping Plans	
Striping Details	
Striping Quantities	Signing/Striping
OH Sign Details	
Sign Quantities	
Sign Removal Sheets	
Traffic Signal Plans	
Temporary Traffic Signal Plans	
Temporary Traffic Signal Detail Plans	
Lighting Plans	
Lighting Plans (Local Street)	Electrical –
Lighting Details (High Mast)	Signing and
Lighting Wiring Diagram Plans	Lighting
Lighting Wiring Diagram Plans (Local Streets)	
Temporary Lighting Plans (Stage Construction)	
Temporary Lighting Detail Plans	
Temporary Lighting Wiring Diagrams	

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Ramp Metering Plans			
Ramp Metering Detail Plans			
Traffic Monitoring System Plans (CCTV, CMS, TMS, Comm, VTMS, EMS, ETTM, Census Station)	1		
Traffic Monitoring System Detail Plans			
Tolling Plans	Electrical – ITS		
Tolling Detail Plans			
Temporary ITS Elements and Communication System Plans			
Temporary ITS Elements and Communication System Details			
Construction Area Signs			
Motorist Information Plans			
Stage Construction Index Plans	МОТ		
Traffic Handling Plans			
Traffic Handling Details			
Traffic Handling Quantities			
Highway Planting Notes / Legend			
Highway Planting Plans			
Highway Planting Quantities			
Irrigation Notes / Legend			
Irrigation Plans	Landscaping		
Irrigation Details	Landscaping		
Irrigation Quantities			
Irrigation Removals	1		
Irrigation Sprinkler Schedule			
Erosion Control 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.
- The scope of the drainage plans is based on utilization of existing cross culverts and
  downstream drainage systems for tying in new or relocated drainage systems or
  extending existing systems. Analysis and design for the upgrade of any deficient
  existing off-site or downstream/upstream on-site drainage facilities, if such facilities are
  not physically impacted by the roadway work, is not included in the Scope of Work.
- Temporary Drainage Plans and Calculations can be excluded from the scope. The project does not appear to require extensive Temporary Drainage.
- Existing off-site hydrology for the freeway or highway cross-culverts and regional
  drainage facilities in the vicinity will be referenced from previous drainage studies and
  will not be updated or verified for this Project. Previous reports will be utilized to
  determine hydraulic control for any new storm drain facilities that may be connected to
  these existing cross-culverts and regional facilities. In the absence of such
  information, best professional judgment will be used to establish the required hydraulic
  controls.
- CONSULTANT will identify and prepare plans for temporary highway lighting and temporary/staged electrical/communication systems (e.g. ramp metering, traffic monitoring stations, CCTV, changeable message signs and fiber optic communication) that maintain existing highway safety lighting and maintain the communication of traffic information to the Traffic Management Center throughout all stages of construction.
- Retaining walls are assumed to be Type 1 walls will be modified standard walls, due to PGa>0.6, that will require an assessment of reinforcement design, but not special structures requiring structural design and review.
- Typical fractured fin aesthetics are assumed on all walls, which will be detailed by a corridor wide aesthetic detail to apply to each retaining wall.
- Baseline specific design assumptions:
  - 1 PS&E deliverable package, with exception of separated bid items/estimate for Riverside County project limits.
  - Interchange impacts are assumed to be limited to ramp improvements (at Jurupa Avenue and 4<sup>th</sup> Street) and not full intersection improvements at each ramp.
  - Traffic signal modifications at Jurupa Avenue and 4<sup>th</sup> Street Interchanges, including interconnect modifications. Temporary traffic signals (2 per intersection) have also been included at these intersections.
  - Construction staging assumed to be completed in 2 major stages.
  - Jurupa Avenue interchange is the only location to require landscaping replacement and improvements, as outlined in the approved PR, as well as existing landscaping identified in SB direction between Ontario Mills Pkwy and 4<sup>th</sup> Street.

• 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.

#### Baseline 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 for Major TMPs. 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. The TMP will only include minor traffic analysis at 12 intersections. Extensive traffic modeling will not be prepared.

#### Baseline Deliverables:

• Transportation Management Plan

## **TASK 3.230.25 UTILITIES**

CONSULTANT shall coordinate with utility companies to collect utility record and as-built plans. Request letters will be prepared on SBCTA letterhead by utility consultant for SBCTA signature and mailing to the utility companies. CONSULTANT assumes SBCTA will pay any fees directly to utility companies or local agencies as required for record plans, permits, or plan processing approvals.

CONSULTANT shall coordinate with existing utility owners and SBCTA to issue notice to relocate letters.

CONSULTANT shall coordinate with Caltrans to confirm need for longitudinal encroachment exceptions, and develop packages as required. A maximum of 35 longitudinal encroachment exceptions as identified in the Project Report, are expected to be required in the reduced project limits. For scoping purposes, 12 separate longitudinal encroachment exception packages have been assumed to be required. CONSULTANT will coordinate with and meet with Caltrans Headquarters' Longitudinal Encroachment Committee to gain approvals for the longitudinal encroachment exceptions. CONSULTANT understands that Caltrans will accept all longitudinal encroachment exceptions needed at one location to be processed as part of a single package; however, each facility will require its own justification ,but can be bundled into 1 combined exhibit. A maximum of 3 rounds of reviews are included for each longitudinal encroachment exception package.

CONSULTANT will positively identify high priority utilities through potholing, and will identify potential utility conflicts. A maximum of 80 potholes is assumed.

CONSULTANT will prepare a utility base map based on utility company record plans, potholing, and potential utility relocations based on input from utility owners. CONSULTANT will develop utility location plans for inclusion in the project plans.

CONSULTANT will identify utility conflicts outlined in the PA/ED phase. Resolution of any additional utility conflicts identified during the PS&E phase is not included in this scope of work, and will require an amended scope and fee.

CONSULTANT will include sewer pipeline and storm drains as part of the project design. Storm drains will be shown on drainage sheets. Sewer designs will be included with the utility sheets.

CONSULTANT will include traffic signals and street lighting as a part of the project electrical design.

Although the Project Report identifies the Southern California Edison electrical lines at Arrow Route to require relocation, which would be designed by SCE, for scoping purposes, CONSULTANT assumes that the existing SCE electrical towers at Arrow Route may be protected in place. Changes to this assumption will require an amended scope and associated budget.

As shown in the Project Report, CONSULTANT will prepare utility relocation plans for the Cucamonga Valley Water District 8-inch water line relocation crossing I-15 at Station 241+10, and protection for their 15-inch sewer line crossing I-15 at Station 262+65:

CONSULTANT will attend a kick-off meeting with CVWD and other project stakeholders. A conceptual relocation design will be prepared for each of the two facilities and submitted to CVWD for preliminary feedback.

Based on comments on the conceptual designs, CONSULTANT will prepare preliminary designs for both facilities. Plans, specifications, and cost estimates will be prepared. CONSULTANT will prepare designs using CVWD plan formats, standards, and requirements. Final designs will be prepared based on CVWD input on the preliminary designs.

CONSULTANT assumes that the designs would be constructed by CVWD or their contractors via encroachment permits from Caltrans as needed. CONSULTANT assumes CVWD will prepare the encroachment permit applications, submit them to Caltrans, and will provide any needed supporting information or coordination in order to gain Caltrans' encroachment permit approvals.

As shown in the Project Report, CONSULTANT will prepare utility relocation plans for the Inland Empire Utilities Agency (IEUA) to protect their 36-inch recycled water line crossing I-15 at Station 379+20:

CONSULTANT will attend a kick-off meeting with IEUA and other project stakeholders. A conceptual relocation design will be prepared for the impacted facility and submitted to IEUA for preliminary feedback.

Based on comments on the conceptual designs, CONSULTANT will prepare preliminary designs for the relocation of the facility. Plans, specifications, and cost estimates will be prepared. CONSULTANT will prepare designs using IEUA plan formats, standards, and requirements. Final designs will be prepared based on IEUA input on the preliminary designs.

CONSULTANT assumes that the designs would be constructed by IEUA or their contractors via encroachment permits from Caltrans as needed. CONSULTANT assumes IEUA will prepare the encroachment permit applications, submit them to Caltrans, and will provide any needed supporting information or coordination in order to gain Caltrans' encroachment permit approvals.

#### Baseline Deliverables:

- *Utility Conflict map*
- Utility Location plans, including pothole location table
- Longitudinal encroachment exception packages

## 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.

#### Baseline Deliverables:

• Draft Standard Special Provisions (65% & 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. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement. Quantities and cost estimates shall be separated by County.

## Baseline Deliverables:

• *Draft Quantities and Estimates (65%/95%)* 

## 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.

#### Baseline 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.

#### Baseline Deliverables:

• Hydraulics Report

## Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines to provide recommendations for standard retaining walls, sound walls, standard overhead signs, and earthwork. The recommendations in the Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

#### Baseline Deliverables:

• Geotechnical Design Report (Recommendations for 47 standard single post overhead signs, 11 standard double post signs, 3 standard sign gantrys, and 26 infiltration areas will be included)

## 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.

CONSULTANT will prepare an updated LCCA for recommendation of pavement structural sections to be used on the project.

#### Baseline Deliverables:

- Materials Report
- Life Cycle Cost Analysis Report

# TASK 3.235 - MITIGATE ENVIRONMENTAL IMPACTS AND CLEANUP HAZARDOUS WASTE

CONSULTANT will develop a supplemental Hazardous Materials Survey Report evaluating the presence of hazardous materials on impacted bridges. A California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) will be utilized to conduct a survey for asbestos in concrete on bridges. Bulk samples of concrete will be collected and submitted to an independent laboratory for analysis via Polarized Light Microscopy (PLM). In addition, a full survey of all materials is needed for the Riverside Avenue Undercrossing.

Caltrans acceptance of a single survey performed for bridge pairs is assumed; specifically, that survey results for northbound lanes will be considered representative of the southbound lanes. It is also assumed that survey results for concrete collected at the median can be considered representative of outside lanes, and vice versa.

Based upon these assumptions, 16 supplemental hazardous materials surveys are required for the baseline project and 5 supplemental hazardous materials surveys are required for the optional project.

#### Baseline Deliverables:

• Detailed Hazardous Waste Site Investigation (supplemental Hazardous Materials Survey for asbestos including concrete on bridges)

# 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.

## Baseline Deliverables:

• Hydraulics Report (Day Creek Channel UC)

## Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report for bridge structures and non-standard walls and TCS gantry structures 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.

#### Baseline Deliverables:

• 16 Preliminary Foundation Reports (15 for bridges and 1 for tie-back walls at Jurupa)

#### Task 3.240.70 Subsurface Exploration and Field Infiltration Tests

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation design for all structures, walls, signs and TCS gantry structures. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. A Geotechnical Exploration Plan will be prepared for Caltrans review and concurrence. Results of the study shall be summarized in the Geotechnical Design Report, Materials Report or Foundation Reports. Subsurface exploration work shall include proposed bridge widening and retaining walls or soundwalls, overhead signs, toll gantry signs, pavements and embankments required for the project.

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

## Baseline Deliverables:

- Log of Test Borings and boring logs for about 305 borings (depths varying between 10 and 150 feet)
- 48 Infiltration Test Results
- Surveyed Locations Test Borings

# Task 3.240.75 Structure Type Selection

CONSULTANT will prepare the Structure Type Selection Report and the Bridge General Plans for bridges listed in Table 02 below. A separate list of bridges for the Optional Scope of Work is shown in Table 03 below. Consultant will also prepare General Plans for the non-standard retaining walls to comply with the most current Caltrans guidelines.

TABLE 02- List of Bridge Structures in Baseline Scope

Br. No.	Bridge Descriptions	Proposed Bridge Work
56-0693	Riverside Avenue UC	Two median widening
56-0619R/L	Route 15/60 Separation	Two median widening
56-0695	Mission Blvd OH	Median widening
54-0906	Airport Dr. UC	NB widening
56-0907	Vina Vista OH	NB and SB widening
54-0909	15/10 Separation	NB/SB/two median widening
54-0911	Ontario Mills Pkwy UC L/R (Widen)	NB and SB widening
54-0912	Fourth Street UC ( both side Widen)	SB widening
54-0918R/L	Sixth Street UC (NB outside Widen)	NB widening
54-0986R/L	MWD Pipeline Bridge	NB and median widening
54-0919	Rochester OH	NB and median widening
54-0920R/L	Day Canyon Channel Bridge	NB and median widening
54-0921R/L	Arrow Route UC	NB and median widening
54-0922R/L	Route 15/66 Separation	NB and median widening
54-0973	Etiwanda UC	NB and median widening
L	1	<u> </u>

Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, CONSULTANT will develop a General Plan level cost estimate for each structure. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

Consultant will perform seismic analysis of existing structures that are being widened. Where structures require additional retrofit measures to meet Caltrans criteria for seismic

safety. Consultant will prepare a seismic retrofit strategy report with the proposed seismic retrofit details shown on a Seismic Retrofit General Plan.

CONSULTANT will submit Type Selection Report and Seismic Retrofit Report (when required) to the Caltrans Office of Special Funded Projects (OSFP) for review and approval.

CONSULTANT will attend a Type Selection and seismic retrofit strategy review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings and updated bridge General Plans to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

#### Baseline Deliverables:

- Draft and Final Structure General Plans (10 copies)
- Draft and Final Seismic Retrofit Plans (10 copies)
- Structure Type Selection Reports (10 copies)
- Type Selection Meeting Agenda and Meeting Minutes

## Task 3.240.85 Draft Structural Plans

CONSULTANT shall prepare the Structural calculations, plans and structural details for bridges and non-standard walls following the latest Caltrans Seismic Design Criteria, AASHTO LRFD Bridge Design Specifications with the latest California Amendments, Memos to Designers, Bridge Design Aids and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications and Standard Special Provisions.

CONSULTANT will update the bridge General Plan Estimates.

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for concurrent 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.

#### Baseline Deliverables:

- Unchecked Structure Plans, reduced (10 copies)
- Electronic copy of the Unchecked Structural Plans
- Draft Structures Special Provisions (10 copies)
- *Updated Structures Cost Estimates (2 copies)*
- Working Day Schedule (2 copies)

## Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Draft and Final Foundation Reports for bridges, non-standard and modified retaining walls, and gantry structures, non-standard overhead signs; incorporating subsurface explorations through report and Log of Test Borings.

The Foundation Report is to provide the required geologic and seismicity evaluations, geotechnical analysis, result of soil/rock lab tests, seismic parameters and foundation design recommendations needed to prepare the structural plans sheets.

#### Baseline Deliverables:

• Draft and Final Foundation Reports

## Task 3.240.90 Final (95%) Structure PS&E

CONSULTANT will prepare an independent check calculations of the unchecked plans, draft special provisions, quantities, and construction cost estimate for the bridges and non-standard retaining walls. CONSULTANT's independent review team will prepare independent structure calculations as a check to verify adequacy of structural designs and details. The independent checker will also check the unchecked plans and details, special provisions, and prepare independent quantity check calculations. All issues raised by the independent checkers will be resolved with the structures' designers. The final design submittal will include documentation on changes made to the plans, and final agreement on design adequacy between the designers and independent checkers.

#### Baseline Deliverables:

- Checked Structure Plans, reduced size
- Edited Structure Special Provisions
- Design calculations
- Independent check calculations
- Quantity and check quantity calculations

## 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 design of a constructible project.

#### Baseline 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
- Survey File
- -Freeway Maintenance Agreement

- Materials Information Handout
- Project Controls for Construction
- Construction Permits
- ADA Compliance Form

#### Baseline 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.

## Baseline 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.

#### Baseline Deliverables:

- Red line construction package
- As-Built construction package
- Electronic and hardcopy submittal for Caltrans and City records
- Post-construction monumentation and Record of Survey

# 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.

#### **Ouality 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.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\*\*\*\*\*\*\*\*

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san Bernardino Co. Work (Segment A):	\$17,722,843	<b>ბ</b> პ. I პ%
кıversiae со. work (segment в):	\$3,590,248	10.87%
готаї соптгаст пхед тее:	\$804,205	
san Bernardino Co. Work (Segment A) ree:	\$118,415	<b>ბ</b> ქ.1 <b>ქ</b> %
kıverside co. work (segment в) ree:	\$145,/YU	10.8/%

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	3.100.15 Project Management 3.100.15 Project Management	0 3722	\$ - \$ 857,381	0	\$ - \$ -	0 \$	-	0	\$ - \$ -	0 308	\$ - \$ 61,988	0 9	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	4030	919,368
3	3.100.15-1 Coordination and Meetings	596 1808	\$ 55,127	0	\$ -	0 \$	-	0	\$ -	280		0 5	\$ -	24	\$ 4,488		\$ -	48	\$ 9,831		\$ 22,392	1020	152,474
	3.100.15-2 Administration 3.100.15-3 Tolling Advisory Services	1808	\$ 358,639 \$ -	0	\$ -	0 \$		v	\$ -	0	\$ -	0 9	7	0	\$ - \$ -	0	\$ -	24 100		0	\$ -	1832 S 100 S	360,241 20,480
6	3.180 Prepare Environmental Revalidation and Supplemental Project Report	0	¢.	0	e	0 €		0	e	0	¢.	0 (	6	0	٠	0	6	0	e	0	e	0.6	
7	Revised Geometrics	200	\$ 19,717	0	\$ -	920 \$	147,790	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 3,732	1132	171,239
8	Environmental Revalidation	120		0	\$ -	0 \$		0	\$ -	1208	\$ 195,073	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1328	206,575
9	Supplemental Project Report Supplemental Traffic Memorandum	264 20			\$ - \$ -	0 \$		-	\$ - \$ -			930	\$ - \$ 138,663	0	\$ - \$ -		\$ - \$ -		\$ - \$ -	0	\$ -	264 S 950 S	
11	3.185 Prepare Base Maps and Plan Sheets	0	\$ -	0	\$ -	0 \$		0	\$ -			0 9	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	-
	3.185.05 Updated Project Information 3.185.10 Engineering and Photogrammetric Surveys	463 4237			\$ - \$ -	0 \$	-		\$ -			0 5	\$ - \$ -	0	\$ - \$ -	Ů	\$ - \$ -		\$ - \$ -		\$ -	463 S 4237 S	89,454 775,279
14 3	3.185.15.10 Geometric Revisions	0	\$ -	0		0 \$	-	0	\$ -			0 5	\$ -	0	\$ -		\$ -	0			\$ -	0 3	-
15	Revised GADs Overhead Sign & Toll Gantry/Equipment Locations Exhibits & Toll	48	\$ 8,654	0	\$ -	400 \$	67,016	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	448	75,670
16	System Concept Plans	120		0	\$ -	48 \$	10,231	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 12,440	208	41,293
17	Draft and Final Supplemental DSDD	40	* -7-		\$ -	332 \$	52,393		\$ -	0	\$ -	0 9	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	372	
18 19	Updated PA/ED Format Cost Estimate  Draft and Final Geometric Technical Memorandum	64 20		_	\$ - \$ -	164 \$ 288 \$	25,696 48,359		\$ - \$ -	0	\$ -	0 9	•	0	\$ - \$ -		\$ - \$ -		\$ -	0	\$ -	228 S 308 S	
20	3.205 Permits & Agreements	0	\$	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 \$	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0 \$	-
	3.205.05 Determine Required Permits 3.205.10 Obtain Permits	0 24			\$ - \$ -	48 \$ 1368 \$			\$ -	0	\$ - \$ -	0 9	7	0	Ť		\$ - \$ -		\$ -		\$ -	48 S	
23	3.220 Perform Right of Way Engineering	0	\$ -	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 \$	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0 \$	-
27 28	3.220.20 Acquisition Documents 3.230 Prepare Highway Draft Plans, Specifications and Estimates	360	\$ 49,020 \$ -	0	\$ - \$ -	0 \$	-	0	\$ - \$ -	1052	\$ - \$ 158.760	0 9	\$ - \$ -	0	\$ - \$ -	233	\$ 28,186	0	\$ - \$ -	0	\$ - \$ -	593 S	77,206 158,760
29	3.230.05 Draft Highway Plans (65% & 95%)	0	-	0	\$ -	0 \$			\$ -	0	\$ -	0 5	\$ -	0	\$ -		\$ -		\$ -	0	\$ -	0 5	-
30 31	Roadway  Drainage	10822 6993			\$ - \$ -	0 \$			\$ - \$ -	0	\$ -	0 5	\$ - \$ -	0	\$ - \$ -		\$ - \$ -		\$ - \$ -	0	\$ - \$ -	10822 S	
32	Traffic Signing/Striping	5710			\$ -	0 \$	-		\$ -	0	\$ -	0 5	•	0	\$ -		\$ -		\$ -		\$ -	5710	
33	Elecrical - Traffic Signals and Lighting	3430		0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3430	440,712
34 35	Eletrical ITS  Utility & Utility Relocation Plans	7599 0	\$ 943,562 \$	0	\$ -	0 \$ 368 \$	58,780	0	\$ - \$ -	0	\$ -	0 9	\$ -	0	\$ - \$ -	0	\$ - \$ -	44	\$ 9,011	48	\$ 14,928	7691 S	
36	MOT Plans	5088	\$ 619,676	U	\$ -	368 \$		0	\$ -	0	\$ -	0 5	\$ -	0	\$ - \$ -	0	\$ -	0	\$ -	0	\$ -	5088	
37	Aesthetics and Landscaping	1392			\$ -	0 \$			\$ -	0	\$ -	0 5	\$ -	0	\$ -	Ů	\$ -	0	\$ -	0	\$ -	1392	
38 45	Retaining Walls & Soundwalls (Full Packages thru 100%) 3.230.20 Transportation Management Plan	6033 389		2620	\$ 366,457 \$ -	0 \$			\$ - \$ -	0	\$ - \$	0 5	*	0	\$ - \$ -	Ů	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	8653 S 389 S	1,153,813 42,037
	3.230.25 Utilities	0		0		0 \$			\$ -	0	\$ -	0 5	\$ -	0	\$ -		\$ -	0		0	\$ -	0 5	42,037
47 48	Utility Conflict Map Utility Location Plans	0	\$ -	0	\$ -	480 \$ 1728 \$			\$ - \$ -	0	\$ -	0 9		0	\$ - \$ -	0 397	\$ - \$ 50,928		\$ - \$ -	0	\$ - \$ -	480 S 2125 S	
49	Longitudinal encroachment exception packages	456	\$ 80,842	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 3	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	456	80,842
	3.230.35   Draft Highway Specifications (65% & 95%) 3.230.40   Draft Highway Quantities and Estimates (65% & 95%)	362 2472		ŭ	\$ -	84 \$ 60 \$	15,807 11,351	·	\$ - \$ -	0	\$ - \$ -	0 9	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	·	\$ - \$ -	0	\$ - \$ -	446 S 2532 S	
52	3.230.60 Updated Storm Water Data Report	522	\$ 71,695	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	522	71,695
	3.230.70 Updated Hydraulics Report 3.230.80 Geotechnical Design Report	780 0		0	\$ - \$ -	0 \$	<u> </u>	2044	•	0	\$ -	0 9	\$ - \$ -	0	\$ - \$ -		\$ - \$ -	0	\$ -	0	\$ - \$ -	780 S	
55	3.230.80 Updated Materials Report / LCCA	160		0	\$ -	0 \$	-	560		0	\$ -	0 9	7	0	\$ -		\$ -	0	\$ -		\$ -	720	
	3.240 Prepare Structural Draft Plans, Specifications & Estimates 3.240.60 Detailed Site Investigation for Hazardous Waste	0	\$ -	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 9	\$ -	0 204	\$ - \$ 22,941	0	\$ -	0	\$ -	0	\$ -	204	22,941
58	3.240.65 Preliminary Foundation Reports	0	\$ -	0	\$ -	0 \$		416	\$ 84,931	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	416	84,931
	3.240.70 Subsurface Exploration and Field Infiltration Tests 3.240.75 Structure Type Selection	0		0	\$ -	0 \$		2403		0	\$ -	0 5		0	\$ - \$ -		\$ - \$ -	0	\$ -		\$ -	2403	339,530
61	Draft and Final Structure GPs	1216	\$ 186,001	4825	\$ 694,839	1424 \$	260,672	0	\$ -	0	\$ -	0 5	7	0	\$ -	0	\$ -	0	7	0	\$ -	7465	1,141,513
62	Structure Type Selection Reports & Meetings 3.240.85 Draft Structural Plans	268 0	\$ 44,255 \$ -	1206	\$ 173,710 \$ -	624 \$ 0 \$	104,368		\$ - \$ -	0	\$ -	0 5	\$ - \$ -	0	\$ - \$ -	0	\$ -	0	\$ -	0	\$ -	2098 3	322,333
64	Unchecked Structure Plans	2506		6996		1376 \$	237,735	0	\$ -	0	\$ -	0 9	7	0	\$ -	0	\$ -	0	\$ -		\$ -	10878	1,626,182
65 66	Draft Structures Special Provisions Updated Structures Cost Estimates	141 455		241 724		226 \$ 294 \$	42,103 50,307		\$ -	0	\$ -	0 9	7	0	\$ - \$ -	0	\$ -	0	\$ -		\$ -	608 S	
	3,240,80 Foundation Report 3,240,90 Final (95%) Structure PS&E	0	\$ -	0	\$ -	0 \$		3020		0	\$ -	0 5	\$ -	0	\$ -		\$ -		\$ -		\$ -	3020	
69	Checked Structures Plans	1480	\$ 225,108	1689	\$ 243,194	480 \$	78,561		\$ -	0	\$ -	0 8	\$ -	0	\$ - \$ -	_	\$ -	-	\$ -		\$ -	3649	
70	Edited Structure Special Provisions	66		241		94 \$			\$ -	0	\$ -	0 5		0	\$ -		\$ -		\$ -		\$ -	401	
71 72	Design Calculations Independent Check & Design Calculations	0 2325		482 3619		130 \$ 1310 \$			\$ - \$ -	0	\$ -	0 9		0	\$ - \$ -		\$ - \$ -		\$ - \$ -	Ü	\$ -	612 S 7254 S	
73	Quantity and Check Quantity Calculations	530		1206		266 \$		0	\$ -	0	\$ -	0 9		0	\$ -		\$ -		\$ -		\$ -	2002	
	3.255 Prepare Final PS&E Package (100%) 3.255.20 Final District PS&E Package	0	\$ - \$ -	0	\$ - \$ -	0 \$	-		\$ - \$ -	0	\$ - \$ -	0 9	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	0	\$ - \$ -	0 3	-
76	Plans	5746	\$ 737,433	1447	\$ 208,452	592 \$	109,307	0	\$ -	0	\$ -	0 5	\$ -	0	\$ -	0	\$ -	4	\$ 819	20	\$ 6,220	7809	1,062,231
77 78	Specifications  Quantities and Estimates	369 1109		0 482		26 \$ 32 \$			\$ - \$ -	0	\$ - \$	0 9		24	\$ 4,488 \$ -		\$ - \$ -		\$ - \$ -		\$ - \$ -	419 S 1623 S	
	3.255.40 Resident Engineer File and Supplemental Materials	1109 440		482 241		69 \$			\$ -	0	\$ -	0 5		0	Ť		\$ -		\$ -		\$ -	750	
80	3.260 Contract BID Documents Ready to List	0	\$ -	0	\$ -	0 \$	-	0	\$ -	0	\$ -	0 9	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	-
82	3.260-1 Draft Contract     5.270 Construction Engineering - Technical Support     Accept Contract/Prepare Final Construction Estimate and Final	80 3000			\$ - \$ 104,226	0 \$ 550 \$			\$ -	0	\$ - \$ -	0 5		0	\$ - \$ -		\$ - \$ -		\$ 1,638 \$ -		\$ -	88 S 4274 S	
83	Accept Contract/Prepare Final Construction Estimate and Final Report	350	\$ 54,771	0	\$	0 \$		0	\$ -	0	\$	0.5	\$	0	\$	0	\$	0	\$	0	\$	350	54,771
03	ODC	- 350	\$ 54,771	-	\$ 4,840	. \$	141,600	-	\$ 729,585	-	\$ 9,060	- 3	\$ 25,000	-	\$ - \$ 16,250	-	\$ 14,660	-	\$ 1,500	-	\$ 100	330	1,000,095
	Totala																						
	Totals	84395	\$ 11,725,071	26744	\$ 3,845,492	13781 \$	2,629,787	8443	\$ 2,222,923	2848	\$ 485,517	930	\$ 163,663	252	\$ 48,168	630	\$ 93,774	228	\$ 44,882	192	\$ 59,813	138443	\$ 21,319,091
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Date 7/9/2020

9,651,520.04 21,319,090.94

# Cost/Price Form for Cost Plus Fixed Fee RFP

Contract No.

Direct Labor	Key Personal	Hours	Labor Ra	ite Range	Average Hourly Rate	Total Direct Labor	
Classification/Title	Key Personal	Hours	Low	High	Average Hourly Rate	Total Direct Labor	
Project Manager	Brandon Reyes	3,850	80.00	100.00	\$90.00	\$346,500.00	
Principal/Senior Manager	Steve Huff	64	130.00	155.00	\$142.50	\$9,120.00	
Technical Manager		867	80.00	110.00	\$95.00	\$82,365.00	
Senior Engineer/Planner		13,240	60.00	80.00	\$70.00	\$926,800.00	
Project Engineer/Planner/Structures Designer		25,525	40.00	60.00	\$50.00	\$1,276,250.00	
Design Engineer/Planner		20,915	35.00	45.00	\$40.00	\$836,600.00	
Landscape Architect		806	55.00	75.00	\$65.00	\$52,390.00	
Project Coordinator/Controls		1,030	60.00	80.00	\$70.00	\$72,100.00	
Designer/Assistant Engineer		15,105	25.00	35.00	\$30.00	\$453,150.00	
Engineering Aid/Planning Aid		160	15.00	25.00	\$20.00	\$3,200.00	
Office Support/Clerical		978	20.00	40.00	\$30.00	\$29,340.00	
2-Person Survey Crew*		1,285	100.00	120.00	\$110.00	\$141,350.00	
Licensed Surveyor*		570	40.00	70.00	\$55.00	\$31,350.00	
Senior Technical Manager		0	110.00	140.00	\$125.00	\$0.00	
		0			\$0.00	\$0.00	
		0			\$0.00	\$0.00	

	Labor Costs				
a)	Subtotal Direct Labor Costs		\$	\$4,260,515.00	
b)	Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	81,649.95 \$	4,342,164.95
	Fringe Benefits				
d)	Fringe Benefits (Rate 45.150% %)	e) Total Fringe Benefits [(c)x(d)]		\$_	1,960,487.47
f) h)	Indirect Costs Overhead (Rate 53.420% %) General and Administrative (Rate 50.230% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]	\$ \$	2,319,584.52 2,181,069.45	
		j) Total Indirect Costs [(g)+(i)]		\$_	4,500,653.97
n)	Fixed Fee (Profit) (Rate 8.00% %)	k) Fixed fee [ (c) + (e) + (j)] $\times$ (n)		\$ <u> </u>	864,264.51
	Total Loaded Labor Costs				11,667,570.90
l) m) n) o)	Other Direct Costs (ODC)  Air Travel/ Special Deliveries / (supported by consultant actual costs)  Equipment Rental and Supplies (itemize) - Printing/delivery, Traffic Control for Survey, Survey/ RR Insurance  Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant	\$ \$ \$ \$	2,500.00 45,000.00 10,000.00 9,594,020.04		

p) Total Other Direct Costs [ (I) + (m) + (n) + (o) ]

Total cost [(c) + (e) + (j) + (k) + (p)]

#### Notes:

ullet Employees subject to prevailing wage requirements to be marked with an  $^*$ .

Consultant Michael Baker International

Consultant	Michael Baker International	Contract No.	0	Date	7/9/2020

#### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours			Avg	5year
Su	total Per Cost cost Proposal			t Proposal Hourly			
	Proposal	I Rat				Rate	Duration
\$	4,260,515.00	/	84395	=	\$	50.48	Year 1 avg

#### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate			Proposed Escalation			
Year 1	\$	50.48	+	2%	=	\$ 51.49	Year 2 Avg Hourly Rate
Year 2	\$	51.49	+	2%	=	\$ 52.52	Year 3 Avg Hourly Rate
Year 3	\$	52.52	+	2%	=	\$ 53.57	Year 4 Avg Hourly Rate
Year 4	\$	53.57	+	2%	=	\$ 54.64	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year		
Year 1	40.0%	*	84395	=	33758.0	Estimated Hours Year 1	
Year 2	40.0%	*	84395	=	33758.0	Estimated Hours Year 2	
Year 3	10.0%	*	84395	=	8439.5	Estimated Hours Year 3	
Year 4	5.0%	*	84395	=	4219.8	Estimated Hours Year 4	
Year 5	5.0%	*	84395	=	4219.8	Estimated Hours Year 5	
Total	100.0%		Total	=	84395		

#### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate			Estimated hours			Cost Per	
	(Calcul	ated above)		(Calculated above)			Year	
Year 1	\$	50.48	*	33758.0	=	\$	1,704,103.84	Estimated Hours Year 1
Year 2	\$	51.49	*	33758.0	=	\$	1,738,199.42	Estimated Hours Year 2
Year 3	\$	52.52	*	8439.5	=	\$	443,242.54	Estimated Hours Year 3
Year 4	\$	53.57	*	4219.8	=	\$	226,052.01	Estimated Hours Year 4
Year 5	\$	54.64	*	4219.8	=	\$	230,567.14	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					ation =	\$	4,342,164.95	
			Direct L	Direct Labor Subtotal before Escalation =			4,260,515.00	
Estimated Total of Direct Labor Salary Increase =					ease =	\$	81,649.95	Transfered to page 1

#### Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	ict:	0	Date:	7/9/2020														
		Task Description	I		ail Sheet Consultant													
A	В	С	D	Michael E	Baker Intern	G	Н		J	К	L	М	N	0	Р	Q	R	Al
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			Pro	Princ	Тес	Sen	Project Enginee res Desi	Design	Lan	Coo Pro	Designer/Assi Engineer	Drafter	Engineering Aid/Planning	Office	2-Pe	Lice	Senior Tech Manager	
			ect		hnical	or E	ect inee Desi	ign I	andscape	rdin	igne	ter	inee	S eS	Person	ensed	ior T	
	WBS		Man	ipal/Se	al Mar	Senior Engin	r/Planne	Enginee		ator	r /As		ring	Support/Cler	n Su	S	ech	
Row	Number	Drawing or Item of Work - Titles	ager	nior	anaç	neer	anne		Arch	/Con	sistant		Aid	ort/C	Survey	urveyor*	nica	
				Man	jer	Plar	er/Stru	r/Planr	Architect	Project Coordinator/Controls	Ħ		_		Cre	ď,	_	
				age		ıner	nct.	nner						ca	š,			Total Hours
1		Project Management					_											0.
3		Project Management Coordination and Meetings	2,482.0	40.0 20.0		1,200.0					576.0							3,722. 596.
4	3.100.15-2	Administration		20.0	560.0	528.0				480.0	0,0.0			240.0				1,808.
7	3.180	Prepare Environmental Revalidation and Supplemental Project Report Revised Geometrics					80.0				80.0		40.0					0. 200.
8		Environmental Revalidation					20.0	20.0			80.0		40.0					120.
9		Supplemental Project Report Supplemental Traffic Memorandum		4.0	20.0	80.0 20.0	40.0				80.0		40.0					264. 20.
11		Prepare Base Maps and Plan Sheets				20.0												0.
12		Updated Project Information			15.0 140.0	80.0 690.0	20.0	100.0 570.0						28.0 690.0	140.0	80.0 390.0		463. 4,237.
13		Engineering and Photogrammetric Surveys Geometric Revisions			140.0	690.0	612.0	570.0						690.0	1,145.0	390.0		4,237.
15		Revised GADs			8.0	20.0	20.0											48.
16		Overhead Sign & Toll Gantry/Equipment Locations Exhibits & Toll System Concept Plans				40.0	80.0											120.
17		Draft and Final Supplemental DSDD				20.0	20.0											40.
18 19		Updated PA/ED Format Cost Estimate  Draft and Final Geometric Technical Memorandum			4.0	20.0	40.0 8.0											64. 20.
20		Permits & Agreements																0.
22	3.205.10	Obtain Permits Perform Right of Way Engineering				4.0	20.0											24. 0.
27		Acquisition Documents			20.0	20.0	50.0	150.0						20.0		100.0		360.
28 29		Prepare Highway Draft Plans, Specifications and Estimates  Draft Highway Plans (65% & 95%)																0.
30	3.230.03	Roadway				718.0	4,286.0	3,175.0			2,643.0							10,822.
31		Drainage Traffic Signing/Striping	482.0			393.0 750.0	1,234.0 1,682.0	2,578.0 1,754.0			2,306.0 1,524.0							6,993. 5,710.
32		Traffic Signing/Striping Elecrical - Traffic Signals and Lighting				557.0	1,205.0	1,754.0			503.0							3,430.
34		Eletrical ITS				1,308.0	2,104.0	2,218.0			1,969.0							7,599.
36 37		MOT Aesthetics and Landscaping				992.0	740.0	1,916.0 734.0	658.0		1,440.0							5,088. 1,392.
38		Retaining Walls & Soundwalls (Full Packages thru 100%)				525.0	3,044.0	2,464.0										6,033.
45 46	3.230.20	Transportation Management Plan Utilities				40.0	124.0				185.0		40.0					389. 0.
49		Longitudinal encroachment exception packages			96.0	240.0					120.0							456.
50 51		Draft Highway Specifications (65% & 95%)  Draft Highway Quantities and Estimates (65% & 95%)	8.0 54.0			270.0 180.0	84.0 492.0	824.0	48.0		874.0							362. 2,472.
52	3.230.60	Updated Storm Water Data Report	36.0			72.0	134.0	280.0										522.
53 55		Updated Hydraulics Report Updated Materials Report / LCCA	40.0			20.0	160.0 120.0	240.0 40.0			320.0							780. 160.
56	3.240	Prepare Structural Draft Plans, Specifications & Estimates																0.
60	3.240.75	Structure Type Selection  Draft and Final Structure GPs				356.0	860.0											0. 1,216.
62		Structure Type Selection Reports & Meetings				138.0	130.0											268.
63 64	3.240.85	Draft Structural Plans Unchecked Structure Plans				690.0	1,816.0											0. 2,506.
65		Draft Structures Special Provisions				81.0	60.0											141.
66 68		Updated Structures Cost Estimates Final (95%) Structure PS&E				0.0	455.0											455. 0
69	0.240.30	Checked Structures Plans				410.0	1,070.0											1,480.
70 72		Edited Structure Special Provisions Independent Check & Design Calculations				38.0 620.0	28.0 1,705.0											66. 2,325.
73		Quantity and Check Quantity Calculations				320.0	210.0											530.
74 75	3.255	Prepare Final PS&E Package (100%) Final District PS&E Package						0.00										0. 0.
76	3.233.20	Plans	162.0			970.0	1,444.0	1,670.0	80.0		1,420.0							5,746.
77		Specifications Quantities and Estimates	9.0 27.0			62.0 170.0	102.0	102.0 305.0	5.0 15.0		89.0 266.0							369. 1,109.
78 79		Resident Engineer File and Supplemental Materials	27.0			20.0	326.0 280.0	60.0	15.0		40.0		40.0					1,109. 440.
80	3.260	Contract BID Documents Ready to List																0.
81 82	3.260-1 5.270	Draft Contract Construction Engineering - Technical Support	500.0			20.0 500.0	20.0 500.0	500.0		500.0	40.0 500.0							3,000.
83	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	50.0			50.0	100.0	50.0		50.0	50.0							350.
			3,850.0	64.0	867.0	13,240.0	25,525.0	20,915.0	806.0	1,030.0	15,105.0	0.0	160.0	978.0	1,285.0	570.0	0.0	
																		84,395.
																		04,000.

Contra	ict:		)					
		Detail Sheet						
		Task Description						
		0						
Α	В	С	Al	Al1	AJ	AK	AL	AM
					148.80%	8.00%		
Row	WBS	Drawing or Item of Work - Titles						
	Number	• • • • • • • • • • • • • • • • • • • •		Direct Labor				Escalated Total
			Hours Total	Total	Overhead Cost	Fee	Total Labor Costs	Labor Cost
1		Project Management	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
3		Project Management Coordination and Meetings	3,722.0 596.0	\$ 313,080.00 \$ 20,130.00	\$ 465,863.04 \$ 29,953.44	\$ 62,315.44 \$ 4,006.68	\$ 841,258.48 \$ 54,090.12	\$ 857,380.64 \$ 55,126.72
4	3.100.15-2	Administration	1,808.0	\$ 130,960.00	\$ 194,868.48	\$ 26,066.28		\$ 358,638.59
6 7		Prepare Environmental Revalidation and Supplemental Project Report Revised Geometrics	0.0 200.0	\$ - \$ 7,200.00	\$ - \$ 10,713.60	\$ - \$ 1,433.09	\$ - \$ 19,346.69	\$ - \$ 19,717.45
8		Environmental Revalidation	120.0	\$ 4,200.00	\$ 6,249.60	\$ 835.97	\$ 11,285.57	\$ 11,501.85
9		Supplemental Project Report	264.0	\$ 13,270.00	\$ 19,745.76	\$ 2,641.26	\$ 35,657.02	
10		Supplemental Traffic Memorandum Prepare Base Maps and Plan Sheets	20.0	\$ 1,400.00 \$ -	\$ 2,083.20 \$ -	\$ 278.66 \$ -	\$ 3,761.86 \$ -	\$ 3,833.95 \$ -
12	3.185.05	Updated Project Information	463.0	\$ 32,665.00	\$ 48,605.52	\$ 6,501.64	\$ 87,772.16	\$ 89,454.26
13 14		Engineering and Photogrammetric Surveys Geometric Revisions	4,237.0 0.0	\$ 283,100.00	\$ 421,252.80 \$ -	\$ 56,348.22	\$ 760,701.02 \$ -	
15	5.105.15.10	Revised GADs	48.0	\$ 3,160.00	\$ 4,702.08	\$ 628.97	\$ 8,491.05	\$ - \$ 8,653.77
10		Overhand Cine 9 Tall Control Familian 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				A 10=2 1		
16 17		Overhead Sign & Toll Gantry/Equipment Locations Exhibits & Toll System Concept Plans Draft and Final Supplemental DSDD	120.0 40.0	\$ 6,800.00 \$ 2,400.00	\$ 10,118.40 \$ 3,571.20	\$ 1,353.47 \$ 477.70		
18		Updated PA/ED Format Cost Estimate	64.0	\$ 3,780.00	\$ 5,624.64	\$ 752.37	\$ 10,157.01	\$ 10,351.66
19 20		Draft and Final Geometric Technical Memorandum Permits & Agreements	20.0	\$ 1,340.00 \$ -	\$ 1,993.92 \$ -	\$ 266.71 \$ -	\$ 3,600.63 \$ -	\$ 3,669.64 \$ -
21		Determine Required Permits	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
22		Obtain Permits	24.0	\$ 1,280.00	\$ 1,904.64	\$ 254.77	\$ 3,439.41	
23 27		Perform Right of Way Engineering Acquisition Documents	0.0 360.0	\$ - \$ 17,900.00	\$ 26,635.20	\$ 3,562.82	\$ - \$ 48,098.02	\$ - \$ 49,019.78
28	3.230	Prepare Highway Draft Plans, Specifications and Estimates	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
29 30		Draft Highway Plans (65% & 95%) Roadway	0.0 10,822.0	\$ - \$ 470,850.00	\$ - \$ 700,624.80	\$ - \$ 93,717.98	\$ - \$ 1,265,192.78	\$ - \$ 1,289,439.36
31		Drainage	6,993.0	\$ 304,890.00	\$ 453,676.32	\$ 60,685.31		\$ 834,952.04
32		Traffic Signing/Striping	5,710.0	\$ 252,480.00	\$ 375,690.24	\$ 50,253.62		
33 34		Elecrical - Traffic Signals and Lighting Eletrical ITS	3,430.0 7,599.0	\$ 160,930.00 \$ 344,550.00	\$ 239,463.84 \$ 512,690.40	\$ 32,031.51 \$ 68,579.23		
36		MOT	5,088.0	\$ 226,280.00	\$ 336,704.64	\$ 45,038.77	\$ 608,023.41	\$ 619,675.78
37 38		Aesthetics and Landscaping Retaining Walls & Soundwalls (Full Packages thru 100%)	1,392.0 6,033.0	\$ 72,130.00 \$ 287,510.00	\$ 107,329.44 \$ 427,814.88	\$ 14,356.76 \$ 57,225.99		\$ 197,530.55 \$ 787,356.30
45	3.230.20	Transportation Management Plan	389.0	\$ 15,350.00	\$ 22,840.80	\$ 3,055.26		
46	3.230.25	Utilities	0.0	\$ -	\$ -	\$ -	\$ - \$ -	\$ - \$ -
47 48		Utility Conflict Map Utility Location Plans	0.0	\$ - \$ -	\$ - \$ -	\$ -	\$ -	\$ -
49		Longitudinal encroachment exception packages	456.0	\$ 29,520.00	\$ 43,925.76	\$ 5,875.66	\$ 79,321.42	\$ 80,841.56
50 51		Draft Highway Specifications (65% & 95%) Draft Highway Quantities and Estimates (65% & 95%)	362.0 2,472.0	\$ 23,820.00 \$ 104,360.00	\$ 35,444.16 \$ 155,287.68	\$ 4,741.13 \$ 20,771.81		\$ 65,231.91 \$ 285,793.55
52	3.230.60	Updated Storm Water Data Report	522.0	\$ 26,180.00	\$ 38,955.84	\$ 5,210.87	\$ 70,346.71	\$ 71,694.86
53 54		Updated Hydraulics Report  Geotechnical Design Report	780.0 0.0	\$ 32,200.00	\$ 47,913.60 \$ -	\$ 6,409.09	\$ 86,522.69 \$ -	\$ 88,180.84 \$ -
55		Updated Materials Report / LCCA	160.0	\$ 7,600.00	\$ 11,308.80	\$ 1,512.70	\$ 20,421.50	
60	3.240.75	Structure Type Selection	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
61 62		Draft and Final Structure GPs Structure Type Selection Reports & Meetings	1,216.0 268.0	\$ 67,920.00 \$ 16,160.00	\$ 101,064.96 \$ 24,046.08	\$ 13,518.80 \$ 3,216.49	\$ 182,503.76 \$ 43,422.57	
63		Draft Structural Plans	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
64 65		Unchecked Structure Plans  Draft Structures Special Provisions	2,506.0 141.0		\$ 206,980.80	\$ 27,686.46 \$ 1,725.68	\$ 373,767.26	0 00 740 40
66		Updated Structures Cost Estimates	455.0					
68		Final (95%) Structure PS&E Checked Structures Plans	0.0		\$ -	\$ -	\$ - \$ 220,874.69	\$ - \$ 225,107,60
69 70		Edited Structure Special Provisions	1,480.0 66.0		\$ 122,313.60 \$ 6,041.28			
72		Independent Check & Design Calculations	2,325.0	\$ 128,650.00	\$ 191,431.20	\$ 25,606.50	\$ 345,687.70	\$ 352,312.57
73 74	3.255	Quantity and Check Quantity Calculations Prepare Final PS&E Package (100%)	530.0	\$ 32,900.00	\$ 48,955.20 \$ -	\$ 6,548.42 \$ -	\$ 88,403.62 \$ -	\$ 90,097.81 \$ -
75	3.255.20	Final District PS&E Package	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
76 77		Plans Specifications	5,746.0		\$ 400,688.64 \$ 25,779.60	\$ 53,597.49		
78		Specifications Quantities and Estimates	369.0 1,109.0					
79		Resident Engineer File and Supplemental Materials	440.0		\$ 29,462.40			\$ 54,223.00
80 81		Contract BID Documents Ready to List  Draft Contract	0.0 80.0	\$ 3,600.00	\$ - \$ 5,356.80	\$ - \$ 716.54	\$ - \$ 9,673.34	\$ - \$ 9,858.73
82	5.270	Construction Engineering - Technical Support	3,000.0	\$ 175,000.00	\$ 260,400.00	\$ 34,832.00	\$ 470,232.00	\$ 479,243.68
83	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	350.0	\$ 20,000.00	\$ 29,760.00	\$ 3,980.80	\$ 53,740.80	\$ 54,770.71
		Total Hours	84,395.0	\$ 4,260,515.00	\$ 6,339,646.32	\$ 848,012.91	\$ 11,448,174.23	\$ 11,667,570.90
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Date 7/9/2020

# **Cost/Price Form for Cost Plus Fixed Fee RFP**

Direct Labor	Key Personal	Hours	Labor Ra	ite Range	Average Hourly Rate	Total Direct Labor
Classification/Title	Rey Fersonal	Hours	Low	High	Average Hourry Nate	Total Direct Labor
Task Manager	Wei Koo	2,055	110.70	124.60	\$117.65	\$241,770.75
QA/QC		475	93.89	99.87	\$96.88	\$46,037.38
Senior Project Engineer		5,306	74.11	82.67	\$78.39	\$415,905.98
Project Engineer		7,319	42.29	51.87	\$47.08	\$344,578.52
Assist Engineer		6,381	37.00	39.96	\$38.48	\$245,540.88
CADD		5.208	45.44	48.00	\$46.72	\$243.327.10

	Labor Costs				
a)	Subtotal Direct Labor Costs		\$	\$1,537,160.61	
b)	Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	29,636.63 \$	1,566,797.24
	Fringe Benefits				
d)	Fringe Benefits (Rate 37.430% %)	e) Total Fringe Benefits [(c)x(d)]		\$	586,452.21
f) h)	Indirect Costs Overhead (Rate 89.540% %) General and Administrative (Rate 0.000% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)] j) Total Indirect Costs [(g)+(i)]	\$ \$	1,402,910.25 - \$	1,402,910.25
	Fixed Fee (Profit)				
n)	(Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)		\$	284,492.78
	Total Loaded Labor Costs			_	3,840,652.48
	Other Direct Costs (ODC)				
I)	Air Travel/ Special Deliveries / (supported by consultant actual costs)		\$	4,840.00	
m) n)	Equipment Rental and Supplies (itemize) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.		\$		
0)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant		\$		
		p) Total Other Direct Costs [ (I) + (m) + (n) + (o) ]		\$	4,840.00
		Total cost $[(c) + (e) + (j) + (k) + (p)]$		\$	3,845,492.48

#### Notes:

Consultant WKE, Inc.

 $\bullet \quad \text{Employees subject to prevailing wage requirements to be marked with an } ^*.$ 

Consultant	WKE, Inc.	Contract No.	0	Date	7/9/2020

#### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours		Avg	5year
Sul	<u>btotal</u> Per Cost		cost Proposal		 Hourly	Contract
	Proposal				Rate	Duration
\$	1,537,160.61	/	26744	=	\$ 57.48	Year 1 avg

#### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	e hourly rate		Proposed Escalation			
Year 1	\$	57.48	+	2%	=	\$ 58.63	Year 2 Avg Hourly Rate
Year 2	\$	58.63	+	2%	=	\$ 59.80	Year 3 Avg Hourly Rate
Year 3	\$	59.80	+	2%	=	\$ 61.00	Year 4 Avg Hourly Rate
Year 4	\$	61.00	+	2%	=	\$ 62.22	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	40.0%	*	26744	=	10697.6	Estimated Hours Year 1
Year 2	40.0%	*	26744	=	10697.6	Estimated Hours Year 2
Year 3	10.0%	*	26744	=	2674.4	Estimated Hours Year 3
Year 4	5.0%	*	26744	=	1337.2	Estimated Hours Year 4
Year 5	5.0%	*	26744	=	1337.2	Estimated Hours Year 5
Total	100.0%		Total	=	26744	

#### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	lourly Rate		Estimated hours		Cost Per	
	(Calcul	ated above)		(Calculated above)		Year	
Year 1	\$	57.48	*	10697.6	=	\$ 614,898.05	Estimated Hours Year 1
Year 2	\$	58.63	*	10697.6	=	\$ 627,200.29	Estimated Hours Year 2
Year 3	\$	59.80	*	2674.4	=	\$ 159,929.12	Estimated Hours Year 3
Year 4	\$	61.00	*	1337.2	=	\$ 81,569.20	Estimated Hours Year 4
Year 5	\$	62.22	*	1337.2	=	\$ 83,200.58	Estimated Hours Year 5
			Total D	Direct Labor Cost with Escala	ation =	\$ 1,566,797.24	
			Direct L	abor Subtotal before Escala	ation =	\$ 1,537,160.61	
		Esti	mated Tota	l of Direct Labor Salary Incr	ease =	\$ 29,636.63	Transfered to page 1

#### Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	Contract: 0 Date: 7/6/20								
		Detail Sheet							
		Task Description	Consultan	t					
					WKE	E, Inc.			
Α	В	С	D	Е	F	G	Н		Al
		O		_	'		''	•	Δi
Row	WBS Number	Drawing or Item of Work - Titles	Task Manager	QA/QC	Senior Project Engineer	Project Engineer	Assist Engineer	CADD	Total Hours
28	3.230	Prepare Highway Draft Plans, Specifications and Estimates							0.0
29		Draft Highway Plans (65% & 95%)							0.0
41		Retaining Wall Plans	208	28	418	709	654	603	2,620.0
56	3.240	Prepare Structural Draft Plans, Specifications & Estimates							0.0
60	3.240.75	Structure Type Selection							0.0
61		Draft and Final Structure GPs	369	89	978	1322	1145	921	4,824.8
62		Structure Type Selection Reports & Meetings	92	22	244	331	286	230	1,206.2
63	3.240.85	Draft Structural Plans							0.0
64		Unchecked Structure Plans	536	130	1417	1917	1661	1336	6,996.0
65		Draft Structures Special Provisions	18	4	49	66	57	46	241.2
66		Updated Structures Cost Estimates	55	13	147	198	172	138	723.7
68	3.240.90	Final (95%) Structure PS&E							0.0
69		Checked Structures Plans	129	31	342	463	401	322	1,688.7
70		Edited Structure Special Provisions	18	4	49	66	57	46	241.2
71		Design Calculations	37	9	98	132	115	92	482.5
72		Independent Check Calculations	277	67	733	992	859	691	3,618.6
73		Quantity and Check Quantity Calculations	92	22	244	331	286	230	1,206.2
74		Prepare Final PS&E Package (100%)							0.0
75	3.255.20	Final District PS&E Package							0.0
76		Plans	111	27	293	397	344	276	1,447.4
77		Specifications	0	0	0	0	0	0	0.0
78		Quantities and Estimates	37	9	98	132	115	92	482.5
79		Resident Engineer File and Supplemental Materials	18	4	49	66	57	46	241.2
80	3.260	Contract BID Documents Ready to List							0.0
82	5.270	Construction Engineering - Technical Support	55	13	147	198	172	138	723.7
			2055	475	5306	7319	6381	5208	
									00.7440
									26,744.0

Contra	~+·		Date:		7/9	9/2020													
Contra	, <u> </u>	·		il Sheet		3/2020													
		Task Description	Dota	ii Oncot		Consul	tant												
		Tuok Doodilphon				Conoun	·												
		0				WKE, I	nc.												
Α	В	С	D D1	Е	E1	1 F	F1	G	G1	Н	H1	1	I1	Al	Al1	AJ	AK	AL	AM
			\$ 11	7.65	\$	96.88	\$ 78.39		\$ 47.08		\$ 38.48		\$ 46.72			126.97%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Task Manager	QA/QC	QA/QC	Senior Project Engineer	Senior Project Engineer	Project Engineer	Project Engineer	Assist Engineer	Assist Engineer	CADD	CADD	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
61		Draft and Final Structure GPs	369.4 \$ 43,45	9.91 89.	.4 \$ 8,6	664.95 977	5 \$ 76,627.79	1,322.0	\$ 62,239.76	1,145.4	\$ 44,074.99	921.0	\$ 43,030.99	4,824.8 \$	278,098.39	\$ 353,101.53	\$ 50,495.99	\$ 681,695.91	\$ 694,839.0
62		Structure Type Selection Reports & Meetings	92.4 \$ 10,86	64.98 22.	.4 \$ 2,1	166.24 244	4 \$ 19,156.95	330.5	\$ 15,559.94	286.4	\$ 11,018.75	230.3	\$ 10,757.75	1,206.2 \$	69,524.60	\$ 88,275.38	\$ 12,624.00	\$ 170,423.98	\$ 173,709.7
63	3.240.85	Draft Structural Plans	0.0 \$	- 0.	.0 \$	- 0.	0 \$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0 \$	-	\$ -	\$ -	\$ -	\$ -
64		Unchecked Structure Plans	535.6 \$ 63,01	6.87 129.	.7 \$ 12,5	564.17 1,417	4 \$ 111,110.30	1,916.9	\$ 90,247.65	1,660.8	\$ 63,908.74	1,335.5	\$ 62,394.93	6,996.0 \$	403,242.67	\$ 511,997.21	\$ 73,219.19	\$ 988,459.07	\$ 1,007,516.6
65		Draft Structures Special Provisions	18.5 \$ 2,17	3.00 4.	.5 \$ 4	133.25 48	9 \$ 3,831.39	66.1	\$ 3,111.99	57.3	\$ 2,203.75	46.1	\$ 2,151.55	241.2 \$	13,904.92	\$ 17,655.08	\$ 2,524.80	\$ 34,084.80	\$ 34,741.9
66		Updated Structures Cost Estimates		8.99 13.	.4 \$ 1,2	299.74 146	6 \$ 11,494.17	198.3	\$ 9,335.96	171.8	\$ 6,611.25	138.2	\$ 6,454.65	723.7	41,714.76	\$ 52,965.23	\$ 7,574.40	\$ 102,254.39	\$ 104,225.8
67		Foundation Report	0.0 \$	- 0.	.0 \$	- 0	0 \$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	-	\$ -	-	\$ -	\$ -
68	3.240.90	Final (95%) Structure PS&E	0.0 \$		.0 \$		0 \$ -	0.0		0.0	-	0.0	7	0.0		\$ -	\$ -	\$ -	\$ -
69		Checked Structures Plans	129.3 \$ 15,21	0.97 31.	.3 \$ 3,0	342	1 \$ 26,819.73	462.7	\$ 21,783.92	400.9	\$ 15,426.25	322.4	\$ 15,060.85	1,688.7	97,334.44	\$ 123,585.53	\$ 17,673.60	\$ 238,593.57	\$ 243,193.6
70		Edited Structure Special Provisions	18.5 \$ 2,17	3.00 4.			9 \$ 3,831.39		\$ 3,111.99	57.3	\$ 2,203.75	46.1	\$ 2,151.55	241.2	13,904.92	\$ 17,655.08	\$ 2,524.80	\$ 34,084.80	
71		Design Calculations	36.9 \$ 4,34	5.99 8.	.9 \$ 8	366.49 97	8 \$ 7,662.78	132.2	\$ 6,223.98	114.5			\$ 4,303.10	482.5			\$ 5,049.60	\$ 68,169.59	
72		Independent Check Calculations	277.1 \$ 32,59				1 \$ 57,470.84		\$ 46,679.82		\$ 33,056.24			3,618.6			\$ 37,872.00	\$ 511,271.93	
73		Quantity and Check Quantity Calculations	92.4 \$ 10,86	34.98 22.	.4 \$ 2,1	166.24 244	4 \$ 19,156.95		\$ 15,559.94	286.4	\$ 11,018.75	230.3	\$ 10,757.75	1,206.2		\$ 88,275.38	\$ 12,624.00	\$ 170,423.98	\$ 173,709.7
74		Prepare Final PS&E Package (100%)	0.0 \$		.0 \$		0 \$ -	0.0		0.0	\$	0.0	\$ -	0.0		\$ -	\$ -	\$ -	\$ -
75	3.255.20	Final District PS&E Package	0.0 \$	- 0.	.0 \$		0 \$ -	0.0	\$ -	0.0	\$	0.0	\$ -	0.0 \$		\$ - !	-	\$ -	\$ -
76		Plans					3 \$ 22,988.34		\$ 18,671.93		\$ 13,222.50	276.3	\$ 12,909.30	1,447.4		\$ 105,930.46	\$ 15,148.80	\$ 204,508.77	\$ 208,451.7
77		Specifications	0.0 \$		.0 \$		0 \$ -	0.0		0.0		0.0	7	0.0 \$		\$ -	\$ -	\$ -	\$ -
78		Quantities and Estimates					8 \$ 7,662.78	132.2		114.5				482.5				\$ 68,169.59	
79		Resident Engineer File and Supplemental Materials	18.5 \$ 2,17				9 \$ 3,831.39	66.1		57.3	, , , , , ,		, ,	241.2 \$		\$ 17,655.08	\$ 2,524.80	\$ 34,084.80	\$ 34,741.9
80		Contract BID Documents Ready to List	0.0 \$		.υ ψ		0 \$ -	0.0	*	0.0		0.0	*	0.0 \$		\$ -	\$ -	\$ -	\$ -
81		Draft Contract	0.0 \$		.0 \$		0 \$ -	0.0		0.0		0.0	7	0.0 \$		\$ -	\$ -	\$ -	\$ -
82		Construction Engineering - Technical Support					6 \$ 11,494.17	198.3	. ,	171.8	* -/-	138.2	\$ 6,454.65	723.7 \$		\$ 52,965.23	\$ 7,574.40	\$ 102,254.39	\$ 104,225.8
83	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0 \$		.0 \$		0 \$ -	0.0	*	0.0	7	0.0	Ψ	0.0 \$	-	\$ - :	\$ -	\$ -	\$ -
			2,055.0 \$ 241,77	0.75 475.	.2 \$ 46,0	037.38 5,305	6 \$ 415,905.98	7,319.0	\$ 344,578.52	6,381.0	\$ 245,540.88	5,208.2	\$ 243,327.10						
		Total Hours												26,744.0	\$ 1,537,160.61	\$ 1,951,732.83	\$ 279,111.48	\$ 3,768,004.92	\$ 3,840,652.4

7/13/2020

Date

# **Cost/Price Form for Cost Plus Fixed Fee RFP**

Contract No. RFP 20-1002266

Direct Labor	Key Personnel	Hours	Labor R	ate Range	Average Hourly Rate	Total Direct Labo
Classification/Title	Key Personner	Hours	Low	High	Average nourly kate	Total Direct Labo
Support Services Lead	Karen Chapman	460	112.67	122.67	\$117.67	\$54,128.2
Support Services QA/QC		168	68.00	88.00	\$78.00	\$13,104.0
GAD/DSDD Lead		436	65.00	85.00	\$75.00	\$32,700.0
GAD/DSDD Engineer		768	40.00	50.00	\$45.00	\$34,560.0
GAD/DSDD Engineering Support		628	35.00	45.00	\$40.00	\$25,120.0
Railroad Lead		400	100.00	115.00	\$107.50	\$43,000.0
Railroad Senior Engineer		680	65.00	85.00	\$75.00	\$51,000.0
Railroad Engineer		460	57.00	77.00	\$67.00	\$30,820.0
Utility Lead		684	70.00	90.00	\$80.00	\$54,720.0
Utility Engineer		1,052	45.00	65.00	\$55.00	\$57,860.0
Utility Engineering Support		1,100	45.00	55.00	\$50.00	\$55,000.0
Bridge Structure Lead		411	67.00	87.00	\$77.00	\$31,647.0
Senior Bridge Engineer II		1,065	60.00	80.00	\$70.00	\$74,550.0
Senior Bridge Engineer I		1,957	55.00	75.00	\$65.00	\$127,205.3
Bridge Engineer II		862	48.00	68.00	\$58.00	\$49,996.3
Bridge Engineer I		556	42.00	62.00	\$52.00	\$28,912.4
Bridge Design Technician III		924	45.00	65.00	\$55.00	\$50,820.0
Bridge Design Technician II		788	33.00	53.00	\$43.00	\$33,884.0
Bridge Technical Specialist		140	95.00	115.00	\$105.00	\$14,700.0
Project Controls		242	25.00	35.00	\$30.00	\$7,260.0

a) b)	Subtotal Direct Labor Costs Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$\$	\$870,987.34 21,981.42 \$ 892,96	58.76
d)	Fringe Benefits Fringe Benefits (Rate 0.000% %)	e) Total Fringe Benefits [(c)x(d)]			\$	<u>-</u>
f) h)	Indirect Costs Overhead (Rate 158.002% %) General and Administrative (Rate 0.000% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]	j) Total Indirect Costs [(g)+(i)]	\$\$ \$	1,410,908.50 - \$ 1,410,90	08.50
n)	Fixed Fee (Profit) (Rate 8.00% %)  Total Loaded Labor Costs		k) Fixed fee [ (c) + (e) + (j)] $\times$ (n)		\$ <u>184,31</u>	
		80 potholes	1 lump sum 1 lump sum \$1,500 each 1 lump sum	\$	3,600.00 8,000.00 120,000.00 10,000.00	
		p) Total Other Direct Costs [ (i) + (m) + (n) + (o) ]	<b>Total cost</b> [(c) + (e) + (j) + (k) + (p)]		\$ 141,60 \$ 2,629,78	

#### Notes:

Labor Costs

Employees subject to prevailing wage requirements to be marked with an \*.

Consultant T.Y. Lin International

Consultant T.Y. Lin International Contract No. RFP 20-1002266 Date 7/13/2020

#### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours			5year				
Sub	total Per Cost		cost Proposal			Contract				
	Proposal					Rate	Duration			
\$	870,987.34	/	13781.02008	=	\$	63.20	Year 1 avg Hourly rate			

#### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate				roposed Escalation				
Year 1	\$	63.20	+	2%	=	\$ 64.46	Year 2 Avg Hourly Rate	
Year 2	\$	64.46	+	2%	=	\$ 65.75	Year 3 Avg Hourly Rate	
Year 3	\$	65.75	+	2%	=	\$ 67.07	Year 4 Avg Hourly Rate	
Year 4	\$	67.07	+	2%	=	\$ 68.41	Year 5 Avg Hourly Rate	

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed	i	Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	30.0%	*	13781.02008	=	4134.3	Estimated Hours Year 1
Year 2	30.0%	*	13781.02008	=	4134.3	Estimated Hours Year 2
Year 3	30.0%	*	13781.02008	=	4134.3	Estimated Hours Year 3
Year 4	5.0%	*	13781.02008	=	689.1	Estimated Hours Year 4
Year 5	5.0%	*	13781.02008	=	689.1	Estimated Hours Year 5
Total	100.0%		Total	=	13781	

#### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	ourly Rate		Estimated hours		Cost Per	
	(Calculated above)			(Calculated above)		Year	
Year 1	\$	63.20	*	4134.3	=	\$ 261,288.14	Estimated Hours Year 1
Year 2	\$	64.46	*	4134.3	=	\$ 266,497.37	Estimated Hours Year 2
Year 3	\$	65.75	*	4134.3	=	\$ 271,830.62	Estimated Hours Year 3
Year 4	\$	67.07	*	689.1	=	\$ 46,214.65	Estimated Hours Year 4
Year 5	\$	68.41	*	689.1	=	\$ 47,137.98	Estimated Hours Year 5
			Total Di	\$ 892,968.76			
			Direct La	abor Subtotal before Escal	ation =	\$ 870,987.34	
		Esti	mated Total	\$ 21,981.42	Transfered to page 1		

#### Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	ct:	RFP 20-1002266	Date:	7/13/202	)																		
								Detail S	Sheet														
		Task Description		Consultant																			
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			ad p	upport A/QC	GAD/DSDD	GAD/DSDD Engineer	GAD/DSDD Engineering Support	틓	ailroad 1gineel	Ħ	<b>₩</b>	₹	Utility Engine Suppoi	Bridge Lead	Senior Brid Engineer II	nior ngine	iġ	idg	Bridge Techni	Bridge Techni	Bridge Specia	<u>Ģ</u>	
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			Š	ès	ä				, i	ee		-		6			<u> </u>	<u>=</u>			<u>à</u>	<u>s</u>	Total Hours
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report								·							_						0
7		Revised Geometrics	80.0	40.0	160.0	320.0	320.0																920
11	3.185	Prepare Base Maps and Plan Sheets																					C
14	3.185.15.10	Geometric Revisions																					C
15		Revised GADs	40.0			128.0	128.0																400
16		Overhead Sign & Toll Gantry/Equipment Locations Exhibits	8.0		32.0																	8.0	48
17		Draft and Final Supplemental DSDD	24.0				60.0															16.0	
18		Updated PA/ED Format Cost Estimate	16.0				80.0																164
19		Draft and Final Geometric Technical Memorandum	24.0	8.0	80.0	120.0	40.0															16.0	288
20		Permits & Agreements																					C
		Determine Required Permits	16.0					16.0		222.2													48
22	3.205.10	Obtain Permits	24.0					360.0	600.0	360.0	40.0	100.0	400.0									24.0	
35		Utility & Utility Relocation Plans	12.0								40.0	100.0	180.0									28.0	
47		Utility Conflict Map Utility Location Plans	24.0 40.0								80.0	160.0	160.0									40.0	
48	2 220 25	Draft Highway Specifications (95%)	8.0								480.0	600.0 40.0	600.0 16.0										1,728
51		Draft Highway Quantities and Estimates (65% & 95%)	8.0								16.0 8.0	16.0											84
61	3.230.40	Draft and Final Structure GPs	6.0	4.0	)						6.0	10.0	24.0	104.0	286.0	348.0	306.0		212.0	104.0	64.0		1,424
62		Structure Type Selection Reports & Meetings							<b>+</b>					104.0	42.0	212.0	12.0	84.0		84.0	04.0	64.0	
64		Unchecked Structure Plans			-									104.0	262.0	300.0	96.0	144.0		228.0	24.0		1.376
65		Draft Structures Special Provisions												4.0	202.0	222.0	00.0	111.0	210.0	220.0	21.0		226
66		Updated Structures Cost Estimates							1						74.0		110.0		110.0				294
	3.240.90	Final (95%) Structure PS&E															1,1910						
69		Checked Structures Plans												44.0	40.0	72.0	56.0	84.0	92.0	92.0			480
70		Edited Structure Special Provisions												10.0	8.0	60.0		8.0		8.0			94
71		Design Calculations														20.0	74.0	36.0					130
72		Independent Check Calculations													312.0	572.0	56.0		222.0	112.0	36.0		1,310
73		Quantity and Check Quantity Calculations												8.0		36.0		110.0		112.0			266
74		Prepare Final PS&E Package (100%)																					(
	3.255.20	Final District PS&E Package																					(
76		Plans	40.0					8.0	16.0	40.0	60.0	120.0	120.0	14.0	8.0	30.0	44.0	24.0	22.0	22.0			592
77		Specifications	16.0											2.0	4.0				0.0				26
78	0.055.40	Quantities and Estimates	16.0		J				10.0			40.0		1.0	1.0	1.0	0.0	2.0	2.0	2.0		40.6	32
79		Resident Engineer File and Supplemental Materials	4.0						16.0			16.0		1.0		8.0	8.0					16.0	69
80 82		Construction Engineering - Technical Support	60.0					16.0	32.0	60.0				16.0	32.0	76.0	100.0	64.0	24.0	24.0	16.0	30.0	550
82	5.270	Construction Engineering - recinical Support			120.0	760.0	636.0					1.050.0	1 100 0										
			460.0	168.	436.0	768.0	628.0	400.0	680.0	460.0	684.0	1,052.0	1,100.0	411.0	1,065.0	1,957.0	862.0	556.0	924.0	788.0	140.0	242.0	A
																							13,781.
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Contract: RFP 20-1002266	Dute: 7/13/2020			
	Detail Sheet			
Task Description	Consultant			
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7 Revised Geometrics	00 5 9,413.60 40.0 5 3,120.00 160.0 5 12,000.00 320.0 5 14,400.00 320.0 5 12,000.00 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 -	0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 -	51,733.60 \$ 81,740.12 \$ 10,677.90 \$	144,151.62 \$ 147,78
15 Revised GADs	0.0 \$ 4,706.80 24.0 \$ 1,872.00 80.0 \$ 6,000.00 128.0 \$ 5,760.00 128.0 \$ 5,120.00 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -		23,458.80 \$ 37,065.37 \$ 4,841.93 \$	
15 Overhead Sign & Toll Gantry/Equipment Locations Exhibits	8.0 \$ 941.36 0.0 \$ - 32.0 \$ 2,400.00 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	0.0 \$ - 0.0 \$ -	3,581.36 \$ 5,658.62 \$ 739.20 \$	9,979.18 \$ 10,231
17 graft and Final Supplemental DS00	40 \$ 282400 12.0 \$ 98.00 50.0 \$ 450.00 160.0 \$ 7.200.00 50.0 \$ 2.400.00 0.0 \$ - 0.0 \$ - 0.0 \$ -	0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 0.015 - 15.015 480.00 332.015	18.340.08 \$ 28.977.69 \$ 3.785.42 \$	51.103.20 \$ 52.39
	6.0 \$ 1.882.72 4.0 \$ 312.00 24.0 \$ 1.800.00 40.0 \$ 1.800.00 80.0 \$ 3.200.00 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 -	8.994.72 \$ 14.211.84 \$ 1.856.52 \$	25.063.08 \$ 25.62
	40 5 2824.08 8.0 5 624.00 80.0 5 6.000.00 120.0 5 5.400.00 40.0 5 1,000.00 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 -	0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 15.05 40.00 285.05	16.928.08 \$ 26.746.70 \$ 3.493.98 \$	47.168.77 \$ 48.35
20 3.205 Permits & Agreements	00 \$ . 00 \$ . 00 \$ . 00 \$ . 00 \$ . 00 \$ . 00 \$ . 00 \$ . 00 \$ .	005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 -	- 3 - 5 - 5	- 5
21 3.205.05 Determine Required Permits	60 5 180272 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 160 5 1.720.00 16.0 5 1.200.00 0.0 5 - 0.0 5 -	0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015	4.802.72 \$ 7.588.39 \$ 991.29 \$	13.382.40 \$ 13.720
22 3 205 to Obtain Permits	40 \$ 2,024.00 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 360.0 \$ 30,700.00 600.0 \$ 45,000.00 360.0 \$ 24,120.00 0.0 \$ -	0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 24.05 720.00 1.365.05	111.364.08 \$ 175.957.47 \$ 22.985.72 \$	
35 Utility & Utility Relocation Plans		100015 550000 100015 200000 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015		57 333 52 \$ 58 780
47 Utility Conflict Map			28 472 08 \$ 44 986 46 \$ 5 876 68 \$	
45 Utility Location Plans	NUIS 2024-06 1019 1 346-00 0.015 - 0.0		106.730.80 \$ 168.636.80 \$ 22.029.41 \$	
40 Longitudinal encroachment exception packages	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	2015 0015 0015 0015 0015 0015 0015 0015	100,130.00 g 100,000.00 S 22,029.41 S	201,001.01 5 304,907
50 3.230.35 Draft Highway Specifications (95%)	0.015 - 0.015	4015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015 - 0015	5 533 36 \$ 8 742 82 \$ 1 142 00 \$	10 410 27 0 10 00
51 3.230.40 Draft Highway Quantities and Estimates (65% & 95%)		4015 2,0000 1015 0000 015 - 015	1,000 0 0,000 0 1,142.00 3	10/10/21 3 15/00/
51 3.230.40 Draft nighway duantities and Estimates (65% & 95%) 61 Draft and Final Structure GPs			3,973.36 \$ 6,277.99 \$ 620.11 \$	11,071.46 \$ 11,339
61 Draft and Final Structure GPs			91,248.00 \$ 144,173.86 \$ 18,833.73 \$ 36,534.00 \$ 57,724.65 \$ 7,540.68 \$	
62 Structure Type Selection Reports & Meetings	005 - 005 -	0.0 \$ - 0.0 \$ - 104.0 \$ 8,008.00 42.0 \$ 2,940.00 212.0 \$ 13,780.00 12.0 \$ 696.00 84.0 \$ 4,869.00 22.0 \$ 1,210.00 84.0 \$ 3,612.00 0.0 \$ - 64.0 \$ 1,920.00 624.0 \$	36,534.00 \$ 57,724.45 \$ 7,540.68 \$	101,799.13 \$ 104,368
63 3.240.85 Draft Structural Plans		0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05	. 5 . 5 . 5	
64 Unchecked Structure Plans			83,218.84 \$ 131,487.43 \$ 17,176.50 \$	
65 Draft Structures Special Provisions			14,738.00 \$ 23,286.33 \$ 3,041.95 \$	
65 Updated Structures Cost Estimates	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -		17,610.00 \$ 27,824.15 \$ 3,634.73 \$	49,068.88 \$ 50,307
67 3.340.80 Foundation Report	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	- 8 - 8 - 8	
68 3.240.90 Final (95%) Structure PS&E	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	-   \$ -   \$ -   \$	- \$
69 Checked Structures Plans			27,500.30 \$ 43,451.03 \$ 5,676.11 \$	
70 Edited Structure Special Provisions				16,690.67 \$ 17,11
71 Design Calculations	00 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 -			20,797.85 \$ 21,322
72 Independent Check Calculations	0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ -	0.0 \$ - 0.0 \$ - 0.0 \$ - 312.0 \$ 21,840.00 572.0 \$ 37,180.00 58.0 \$ 3,248.00 0.0 \$ - 222.0 \$ 12,210.00 112.0 \$ 4,816.00 38.0 \$ 3,780.00 0.0 \$ - 1,310.0 \$	83,074.00 \$ 131,258.58 \$ 17,146.61 \$	231,479.19 \$ 237,32
73 Quantity and Check Quantity Calculations	00 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 - 0.0 5 -	0.0 \$ - 0.0 \$ - 8.0 \$ 616.00 0.0 \$ - 36.0 \$ 2340.00 0.0 \$ - 110.0 \$ 5720.00 0.0 \$ - 112.0 \$ 4.816.00 0.0 \$ - 0.0 \$ - 266.0 \$	13.492.00 \$ 21.317.63 \$ 2.764.77 \$	37.594.40 \$ 38.54
	005 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 -	005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005	- 3 - 5 - 5	- 5
75 3.255.20 Final District PS&E Package	005 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 -	005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 - 005 -	- 15 - 5 - 5	- 3
76 Plans	0.0 \$ 4.706.80 24.0 \$ 1.872.00 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ - 0.0 \$ 5 1.200.00 40.0 \$ 2.680.00 60.0 \$ 4.800.00 12	1200 \$ 6500.00 1200 \$ 6,000.00 14.0 \$ 1,078.00 5.0 \$ 560.00 30.0 \$ 1,950.00 44.0 \$ 2,552.00 24.0 \$ 1,248.00 22.0 \$ 1,210.00 22.0 \$ 946.00 0.0 \$ - 0.0 \$ - 592.0 \$	38.262.80 \$ 60.455.99 \$ 7.897.50 \$	106,616,29 \$ 109,300
77 Suscifications	605 185277 805 63400 005 . 005 . 005 . 005 . 005 . 005 . 005	0.05 - 0.05 - 20.5 154.00 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05		7.413.89 \$ 7.600
75 Quantities and Estimates	505 185277 805 53400 005 . 005 . 005 . 005 . 005 . 005	0.015 . 0.015 . 0.015 . 1.015 . 2000 1.015 . 2000 0.015 . 2015 10400 2015 10500 2015 10500 0.015 . 0.015 . 2015	2 041 72 8 4 647 98 8 607 18 8	8 196 87 S 8 AT
79 3.255.40 Resident Engineer File and Supplemental Materials		160 5 2000 00 5 10 5 7700 00 5 2 80 5 5000 80 5 4000 00 5 00 5 00 5 00 5	4 001 68 8 6 464 04 8 844 53 8	11.401.15 \$ 11.67
80 3.250 Contract BID Documents Ready to List	005 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 - 0.05 -	005 . 005 . 005 . 005 . 005 . 005 . 005 . 005 . 005 . 005 . 005		. 5
		0.015		
		005 - 005 - 1605 12220 3235 22400 7605 43400 10005 58000 6405 322300 2405 13000 2405 10020 1605 10000 3005 9000 25005	VERT 20 5 50 502 81 5 7775 80 5	104 970 63 \$ 107 61
53 6.295 Accept Contract/Prepare Final Construction Estimate and Final Report				3 107,01
1 V.L.O. PROMP COMMENT IN COMMISCENT EXTRES AND FIRST REPORT	000 \$ 54,128.20 168.0 \$ 13,104.00 436.0 \$ 32,700.00 768.0 \$ 34,500.00 628.0 \$ 25,120.00 400.0 \$ 43,000.00 600.0 \$ 51,000.00 460.0 \$ 30,820.00 664.0 \$ 54,720.00 1,00	1002   5 7,86000   1,002   5 50,00000   4112   5 50,00000   4112   5 10,44700   1,002   5 7,550.00   1,002   5 7,500.00   1,002   5 10,44700   1,002   5 10,44700   1,002   5 7,200.00   1,002   5 10,44700   1,002   1		
Total Hours		13,771.0 \$	870,987.34 \$ 1,376,177.42 \$ 179,773.18 \$ 2	2,426,937.94 \$ 2,488,18

Date 7/13/2020

### **Cost/Price Form for Cost Plus Fixed Fee RFP**

Direct Labor	Key Personal	Hours	Labor Ra	ite Range	Average Hourly Rate	Total Direct Labor
Classification/Title	key Personal	Hours	Low	High	Average nourly kate	Total Direct Labor
Principal		796	89.00	98.12	\$93.56	\$74,473.76
Principal Engineer/Geologist		980	66.00	88.20	\$77.10	\$75,558.00
Senior Engineer/Geologist		1,530	55.00	72.77	\$63.89	\$97,751.70
Sr. Project Engineer/Geologist		1,444	48.00	52.92	\$50.46	\$72,864.24
Project Engineer/Geologist		1,199	41.00	55.68	\$48.34	\$57,959.66
Sr. Staff Engineer/Geologist		810	39.50	49.61	\$44.56	\$36,093.60
Senior Technician		1,124	41.50	48.23	\$44.87	\$50,433.88
Staff Engineer/Geologist		440	27.50	41.90	\$34.70	\$15,268.00
Technician		120	19.00	23.70	\$21.35	\$2,562.00

Contract No. Baseline

	Labor Costs				
a) b)	Subtotal Direct Labor Costs Anticipated Salary Increases (see page 2 for sample)		\$	\$482,964.84 1,418.51	
υj	Anticipated Salary increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	۶	\$\$	\$484,383.35
d)	Fringe Benefits Fringe Benefits (Rate 79.450% %)	e) Total Fringe Benefits [(c)x(d)]		\$	384,842.57
f) h)	Indirect Costs Overhead (Rate 106.010% %) General and Administrative (Rate 0.000% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)] j) Total Indirect Costs [(g)+(i)]	\$\$	513,494.79 - \$	513,494.79
n)	Fixed Fee (Profit) (Rate 8.00% %)  Total Loaded Labor Costs	k) Fixed fee [ (c) + (e) + (j)] $\times$ (n)		\$	1,493,338.37
l) m) n) o)	Other Direct Costs (ODC) Travel/ Mileage Costs (supported by consultant actual costs) Equipment Rental and Supplies (itemize) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc. Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant		\$ \$ \$ \$	701,585.00 28,000.00	
		p) Total Other Direct Costs [ (I) + (m) + (n) + (o) ] $ \label{eq:total} \textbf{Total cost} \ [ (c) + (e) + (j) + (k) + (p) ] $	l	\$\$	729,585.00 2,222,923.37

#### Notes:

 $\bullet \qquad \text{Employees subject to prevailing wage requirements to be marked with an } ^*.$ 

Consultant Earth Mechanics, Inc.

Consultant Earth Mechanics, Inc. Contract No. Baseline Date 7/3/2020

### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours		Avg	5year
Su	<u>ıbtotal</u> Per Cost		cost Proposal		Hourly	Contract
	Proposal				Rate	Duration
\$	482,964.84	/	8443	=	\$ 57.20	Year 1 avg

### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	e hourly rate	F	Proposed Escalation			
Year 1	\$	57.20	+	2%	=	\$ 58.34	Year 2 Avg Hourly Rate
Year 2	\$	58.34	+	2%	=	\$ 59.51	Year 3 Avg Hourly Rate
Year 3	\$	59.51	+	2%	=	\$ 60.70	Year 4 Avg Hourly Rate
Year 4	\$	60.70	+	2%	=	\$ 61.91	Year 5 Avg Hourly Rate

### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed		ated % Completed Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	85.0%	*	8443	=	7176.6	Estimated Hours Year 1
Year 2	15.0%	*	8443	=	1266.5	Estimated Hours Year 2
Year 3	0.0%	*	8443	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	8443	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	8443	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	8443	

### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate			Estimated hours			Cost Per	
	(Calcul	ated above)		(Calculated above)			Year	
Year 1	\$	57.20	*	7176.6	=	\$	410,498.66	Estimated Hours Year 1
Year 2	\$	58.34	*	1266.5	=	\$	73,884.69	Estimated Hours Year 2
Year 3	\$	59.51	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	60.70	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	61.91	*	0.0	=	\$	-	Estimated Hours Year 5
			Total [	Direct Labor Cost with Escala	ation =	\$	484,383.35	
			Direct I	Labor Subtotal before Escala	ation =	\$	482,964.84	
		Esti	mated Tota	al of Direct Labor Salary Incre	ease =	\$	1,418.51	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contra	ct:	Baseline	Date:	7/14/2020								
		De	tail Sheet									
		Task Description			Consultant							
				Earth	n Mechanics	Inc.						
Α	В	С	D	Е	F	G	Н	I	J	K	L	Al
			P.	Prin Eng st	Senior Engine st	St En	Project Engine st	Sr. t Eng	Senior	Staff Engi	Тe	
			nc <u>i</u>	nci gin	gin nio	r. Project	ojec gin	Sta	nio	gi #	Č h	
Row	WBS	Drawing or Item of Work - Titles	ipal	ıcipal jineer	eer	eer.	eer ¥	eer aff	T.	eer	ici	
NOW	Number	Drawing of item of work - Titles		/Ge	Ge	رق بر	/Ge	<u>،</u>	ch	<u>۾</u>	ä	
				Öl (	Ö.	<u>ë</u>	ol o	<u>ě</u>	nic	ě		
				ği	ogi	<u>ď</u>	gi	<u>ď</u> .	ian	<u>ğ</u> .		Total Hours
28		Prepare Highway Draft Plans, Specifications and Estimates										0.
29		Draft Highway Plans (65% & 95%)										0.
54		Geotechnical Design Report	160.0			480.0	480.0	100.0	80.0	80.0		2,044.
55		Updated Materials Report	68.0	80.0	32.0	120.0	80.0	60.0	120.0			560.
56		Prepare Structural Draft Plans, Specifications & Estimates										0.
58		Preliminary Foundation Reports	64.0			64.0	64.0					416.
59		Subsurface Exploration and Field Infiltration Tests	24.0	32.0	168.0	240.0	305.0	450.0	784.0	280.0	120.0	2,403.
63		Draft Structural Plans										0.
67	3.240.80	Foundation Report	480.0			540.0		200.0	140.0	80.0		3,020.
			796.0	980.0	1,530.0	1,444.0	1,199.0	810.0	1,124.0	440.0	120.0	
												8,443.

Contr	act: Baseline Date: 7/13/2020																							
							Detail SI	heet																
		Task Description					Consultant																	
	0					Earth	Mechanics	, Inc.																
Α	В	С	D	D1	Е	E1	F	F1	G G1	Н	H1	I	l1 J	J1	K	K1	L	L1	Al	Al1	AJ	AK	AL	AM
				\$ 93.56	] [	\$ 77.10	5	\$ 63.89	\$	50.46	\$ 48.34	\$	44.56	\$ 44.87	_	\$ 34.70		\$ 21.35			185.46%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Principal Engineer/Ge st	Principal Engineer/Ge st	Senior Engineer/Ge st	Senior Engineer/Ge st	Engineer/Ge st Sr. Project Engineer/Ge st	Project Engineer/Ge st	Project Engineer/Ge st	st Sr. Staff Engineer/Ge	Technician  Technician  Sr. Staff  Engineer/Ge	Senior Technician	Staff Engineer/Ge st	Staff Engineer/Ge st	Technician	Technician						
					8	9	8	용	용	용	용	용	응		용	용				Direct Labor		_		Escalated To
					<u>©</u> .	<u>©</u> .	<u>©</u> .	<u>©</u> .	<u>©</u> . <u>©</u> .	<u>©</u> .	<u>©</u> .	<u>©</u> .	<u>©</u> .		<u>©</u> .	<u>Q</u> .			Hours Total	Total	Overhead Cost	Fee	Total Labor Costs	
54	3.230.80	Geotechnical Design Report	160.0	\$ 14,969.60		\$ 20,354.40					\$ 23,203.20			3,589.60		\$ 2,776.00	0.0	\$ -	2,044.0				\$ 367,260.41	
55	3.230.80	Updated Materials Report	68.0	\$ 6,362.08		φ 0,100.00		2,044.48			\$ 3,867.20		2,673.60 12	20.0 \$ 5,384.40	0.0	\$ -	0.0	\$ -	560.0					\$ 100,660.
58	3.240.65	Preliminary Foundation Reports	64.0	φ 0,007.01		7 .,		10,222.40			,		70	0.0 \$ -	0.0	\$ -	0.0	\$ -	416.0			\$ 6,272.78		
59	3.240.70	Subsurface Exploration and Field Infiltration Tests Foundation Report	24.0	ψ =,= · · · · ·		<b>-</b> ,		10,733.52						4.0 \$ 35,178.08		\$ 9,716.00	120.0	\$ 2,562.00		109,808.34				
67	3.240.80	roundation Report		\$ 44,908.80					540.0 \$ 27,24					0.0 \$ 6,281.80			420.0	ф -		194,008.10	\$ 359,807.42	\$ 44,305.24	ু ১৯৪,120.76	\$ 599,877.
			796.0	\$ 74,473.76	980.0	\$ 75,558.00	1,530.0	\$ 97,751.70	1,444.0 \$ 72,8	1,199.0	\$ 57,959.66	810.0 \$ 3	6,093.60 1,12	4.0 \$ 50,433.88	440.0	\$ 15,268.00	120.0	\$ 2,562.00		482,964.84				
		Total Hours																	8,443.0		\$ 895,706.59	\$ 110,293.71	\$ 1,488,965.15	\$ 1,493,338.

Date

7/1/2020

Direct Labor	Key Personal	Hours	Labor Ra	te Range	Average Hourly Rate	Total Direct Labor	
Classification/Title	key reisoliai	nouis	Low	High	Average Hourry Nate	Total Direct Labor	
t Director	Brian Calvert	384	81.73	111.10	\$96.42	\$37,025.28	
Consultant III	Namrata Cariapa	710	48.60	58.93	\$53.76	\$38,169.60	
Tech	Jill Shook	20	25.75	43.70	\$34.73	\$694.60	
ging Consultant	Jon Peter Hardie	120	52.34	69.78	\$61.06	\$7,327.20	
Techincal Analyst	Keith Cooper	14	62.00	76.13	\$69.07	\$966.98	

Classification/Title	Rey Personal	Low		High	Average mounty hate	Total Direct Labor
Project Director	Brian Calvert	384	81.73	111.10	\$96.42	\$37,025.28
Senior Consultant III	Namrata Cariapa	710	48.60	58.93	\$53.76	\$38,169.60
Admin Tech	Jill Shook	20	25.75	43.70	\$34.73	\$694.60
Managing Consultant	Jon Peter Hardie	120	52.34	69.78	\$61.06	\$7,327.20
Senior Techincal Analyst	Keith Cooper	14	62.00	76.13	\$69.07	\$966.98
Senior Consultant III	Jennifer Ban	12	48.60	58.93	\$53.76	\$645.12
Associate Consultant III	Johnnie Garcia	164	38.46	47.74	\$43.10	\$7,068.40
Senior Consultant I	Elizabeth Irvin	68	40.63	51.25	\$45.94	\$3,123.92
Managing Consultant	Greg Hoisington	112	52.34	69.78	\$61.06	\$6,838.72
Associate Consultant III	Marisa Flores	36	38.46	47.74	\$43.10	\$1,551.60
Senior Consultant III	Benjamin Vargas	12	48.60	58.93	\$53.76	\$645.12
Managing Consultant	Colleen Davis	2	52.34	69.78	\$61.06	\$122.12
Senior Consultant III	Daniel Paul	4	48.60	58.93	\$53.76	\$215.04
Technical Director	Karen Crawford	2	61.21	79.71	\$70.46	\$140.92
Associate Consultant III	Eric Moskus	32	38.46	47.74	\$43.10	\$1,379.20
Associate Consultant I	Meagan Flacy	284	25.48	33.69	\$29.59	\$8,403.56
Associate Consultant III	Mario Barrera	4	38.46	47.74	\$43.10	\$172.40
Associate Consultant II	Katrina Sukola	4	34.15	40.47	\$37.31	\$149.24
Associate Consultant II	Brittney Brabec	20	34.15	40.47	\$37.31	\$746.20
Associate Consultant I	Elliott Wezerek	4	25.48	33.69	\$29.59	\$118.36
Managing Consultant	Megan Jameson	276	52.34	69.78	\$61.06	\$16,852.56
Associate Consultant II	Frances Lin	220	34.15	40.47	\$37.31	\$8,208.20
Associate Consultant I	Nara Cox	4	25.48	33.69	\$29.59	\$118.36
Senior Consultant II	Paul Schwartz	128	44.55	52.39	\$48.47	\$6,204.16
Associate Consultant II	Kristen Klinefelter	88	34.15	40.47	\$37.31	\$3,283.28
Senior Consultant II	Phil Richards	44	44.55	52.39	\$48.47	\$2,132.68
Senior Consultant II	William Kohn	48	44.55	52.39	\$48.47	\$2,326.56
Associate Consultant II	Marcus Goncalves	32	34.15	40.47	\$37.31	\$1,193.92

### **Labor Costs**

Consultant ICF JONES & STOKES, INC.

a) b)	Subtotal Direct Labor Costs Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ \$	\$155,823.30 2,487.05 \$	158,310.35
d)	Fringe Benefits Fringe Benefits (Rate 36.770% %)	e) Total Fringe Benefits [(c)x(d)]		\$	58,210.72
f) h)	Indirect Costs Overhead (Rate 135.160% %) General and Administrative (Rate 6.740% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)] j) Total Indirect Costs [(g)+(i)]	\$\$ \$	213,972.27 10,670.12 \$	224,642.39
n)	Fixed Fee (Profit) (Rate 8.00% %)  Total Loaded Labor Costs	k) Fixed fee [ (c) + (e) + (j)] $\times$ (n)		\$	35,293.08 476,456.54
l) m) n) o)	Other Direct Costs (ODC) Travel/ Mileage Costs (supported by consultant actual costs) Equipment Rental and Supplies (printing and postage) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc. Subconsultant Costs		\$ \$ \$ \$	1,860.00 7,200.00	
		p) <b>Total Other Direct Costs</b> [ (l) + (m) + (n) + (o) ]		\$	9,060.00

Total cost [(c) + (e) + (j) + (k) + (p)]

#### Notes:

 $\bullet \qquad \text{Employees subject to prevailing wage requirements to be marked with an } ^*.$ 

485,516.54

Consultant ICF JONES & STOKES, INC. Contract No.	0	Date	7/1/2020
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### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

D	irect Labor		Total Hours		Avg	5year
Sub	total Per Cost		cost Proposal		Hourly	Contract
	Proposal				Rate	Duration
\$	155,823.30	/	2848	=	\$ 54.71	Year 1 avg Hourly rate

### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	e hourly rate		Proposed Escalation			
Year 1	\$	54.71	+	2%	=	\$ 55.80	Year 2 Avg Hourly Rate
Year 2	\$	55.80	+	2%	=	\$ 56.92	Year 3 Avg Hourly Rate
Year 3	\$	56.92	+	2%	=	\$ 58.06	Year 4 Avg Hourly Rate
Year 4	\$	58.06	+	2%	=	\$ 59.22	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

E	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	35.0%	*	2848	=	996.8	Estimated Hours Year 1
Year 2	50.0%	*	2848	=	1424.0	Estimated Hours Year 2
Year 3	15.0%	*	2848	=	427.2	Estimated Hours Year 3
Year 4	0.0%	*	2848	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	2848	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	2848	

### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate			Estimated hours		Cost Per	
	(Calculated above)			(Calculated above)		Year	
Year 1	\$	54.71	*	996.8	=	\$ 54,534.93	Estimated Hours Year 1
Year 2	\$	55.80	*	1424.0	=	\$ 79,459.20	Estimated Hours Year 2
Year 3	\$	56.92	*	427.2	=	\$ 24,316.22	Estimated Hours Year 3
Year 4	\$	58.06	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	59.22	*	0.0	=	\$ -	Estimated Hours Year 5
			Total	Direct Labor Cost with Escala	ition =	\$ 158,310.35	
			Direct	Labor Subtotal before Escala	ation =	\$ 155,823.30	
		Esti	imated Tot	al of Direct Labor Salary Incr	ease =	\$ 2,487.05	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Cor	ntract:	#REF!	Date:	#REF!																											
												Detail S	heet																		
		Task Description			Consultant																										
					#REF!																										
F	В	С	D	E	F	G	Н	_	J	K	L	M	N	0	Р	Q	R	S	Т	U	V	W	Х	Y	Z	AA	AB	AC	AD	AE	Al
Ro	WBS Number	Drawing or item of Work - Titles	Project Director	Senior Consultant	Admin Tech	Managing Consultant	Senior Techincal Analyst	Senior Consultant	Associate Consultant III	Senior Consultant	Managing Consultant	Associate Consultant III	Senior Consultant	Managing Consultant	Senior Consultant	Technical Director	Associate Consultant III	Associate Consultant I	Associate Consultant III	Associate Consultant II	Associate Consultant II	Associate Consultant I	Managing Consultant	Associate Consultant II	Associate Consultant I	Senior Consultant	Associate Consultant II	Senior Consultant	Senior Consultant	Associate Consultant II	Total Hour
1	3.100.1	Project Management																													
- 2	3.100.1	Project Management	96.0		20.0																										30
		1 Coordination and Meetings	112.0	168.0																											28
ε	3.180	Prepare Environmental Revalidation and Supplemental Project Report																													
8		Environmental Revalidation (total of six tasks below)	140.0	306.0		120.0	14.0	12.0	48.0	52.0	52.0	36.0	12.0	2.0	4.0	2.0	32.0	284.0	4.0	4.0	4.0	4.0	60.0	12.0	4.0				-		1,20
	3.205	Permits & Agreements																													
2	3.205.1	Obtain Permits	36.0	44.0					116.0	16.0	60.0										16.0		216.0	208.0		128.0	88.0	44.0	48.0	32.0	1,05

Co	ntract:		0 Date:	7/1/2020																			
						Detail She	et																
		Task Description		Consult	tant																		
		0		ICF JONES & ST	TOKES, INC.																		
	A B	С	D D1 E	E1 F	F1	G	G1 H	H1	1	11 .	J J1	К	K1 L	L1	M M1	N	N1	Al	Al1	AJ	AK	AL	AM
			\$ 96.42	\$ 53.76	\$ 34.73	\$	61.06	\$ 69.07	\$	53.76	\$ 43.10	\$	45.94	\$ 61.06	· ·	3.10	\$ 53.76	<u> </u>		178.67%	8.00%		
R	ow WBS Numbe	Drawing or Item of Work - Titles	Senior Consultant III Project Director Project Director	Admin Tech Senior Consultant	Admin Tech	Managing Consultant	Senior Techincal Analyst Managing Consultant	Senior Techincal Analyst	Senior Consultant	Consultant III Senior Consultant	Associate Consultant III Associate	Senior Consultant	Managing Consultant Senior Consultant	Managing Consultant	Associate Consultant III  Associate Consultant III	Senior Consultant	Senior Consultant		rect Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Tota
	1 3.100.1	5 Project Management	0.0 \$ - 0.	0 \$ - 0.	.0 \$ -	0.0 \$	- 0.0	\$ -	0.0 \$	-	0.0 \$ -	0.0 \$	- 0	.0 \$ -	0.0 \$	- 0.0	\$ -	0.0 \$	-	\$ -	\$ -	\$ -	\$ -
		5 Project Management	96.0 \$ 9,256.32 192.	0 \$ 10,321.92 20.	.0 \$ 694.60	0.0 \$	- 0.0	\$ -	0.0 \$	-	0.0 \$ -	0.0 \$	- 0	.0 \$ -	0.0 \$	- 0.0	\$ -	308.0 \$	20,272.84	\$ 36,221.48	\$ 4,519.55	\$ 61,013.87	\$ 61,987.7
	3.100.15	-1 Coordination and Meetings	112.0 \$ 10,799.04 168.	ο φ ο,οοτίοο ο.	.0 \$ -	0.0 \$	- 0.0	\$ -	0.0 \$	-	0.0 \$ -	0.0 \$	- 0	.0 \$ -	0.0 \$	- 0.0	\$ -		19,830.72	\$ 35,431.55	\$ 4,420.98		
	3	Environmental Revalidation (total of six tasks below)	140.0 \$ 13,498.80 306.		.0 \$ -	120.0 \$	7,327.20 14.0	\$ 966.98	12.0 \$	645.12	48.0 \$ 2,068.80	02.0 Q	2,388.88 52	.0 \$ 3,175.12		.60 12.0	\$ 645.12			\$ 113,987.78			
_ 2	8 3.205.1	0 Obtain Permits	36.0 \$ 3,471.12 44.		.0 \$ -	0.0 \$	- 0.0	\$ -	0.0 \$		16.0 \$ 4,999.60			.0 \$ 3,663.60		- 0.0			51,921.80	\$ 92,768.68	\$ 11,575.24	\$ 156,265.72	\$ 158,759.8
			384.0 \$ 37,025.28 710.	0 \$ 38,169.60 20.	.0 \$ 694.60	120.0 \$	7,327.20 14.0	\$ 966.98	12.0 \$	645.12	64.0 \$ 7,068.40	68.0 \$	3,123.92 112	.0 \$ 6,838.72	2 36.0 \$ 1,55	.60 12.0	\$ 645.12	\$	155,823.30				
		Total Hours																2,848.0		\$ 278,409.49	\$ 34,738.62	\$ 468,971.41	\$ 476,456.5

7/9/2020

### Cost/Price Form for Cost Plus Fixed Fee RFP

Direct Labor	Key Personal	Hours	Labor Ra	ite Range	Average Hourly Rate	Total Direct Labor
Classification/Title	Rey Personal	Hours	Low	High	Average Hourry Nate	Total Direct Labor
Principal	Jason Pack	160	87.50	91.88	\$89.69	\$14,350.40
Sr. Associate	Jinghua Xu, Anna Luo	120	63.46	68.65	\$66.05	\$7,926.00
Sr. Engineer	Diwu Zhou	310	39.90	41.90	\$40.90	\$12,679.00
Engineer	Biling Liu	230	32.21	33.82	\$33.02	\$7,594.60
Graphics	Jack Zhai, Saima Musharrat	70	26.92	37.36	\$32.14	\$2,249.80
Project Coordinator	Sandra Hvatt	40	39.90	41.90	\$40.90	\$1,636,00

Contract No. TBD

	Labor Costs				
a)	Subtotal Direct Labor Costs		\$	\$46,435.80	
b)	Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	138.60 \$	46,574.40
	Fringe Benefits	ATTAIN DOOF WALES			22 407 02
d)	Fringe Benefits (Rate 71.730% %)	e) Total Fringe Benefits [(c)x(d)]		\$	33,407.82
f) h)	Indirect Costs Overhead (Rate 55.410% %) General and Administrative (Rate 48.530% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]	\$\$ \$	25,806.88 22,602.56	
		j) Total Indirect Costs [(g)+(i)]		\$	48,409.44
n)	Fixed Fee (Profit) (Rate 8.00% %)  Total Loaded Labor Costs	k) Fixed fee [ (c) + (e) + (j)] $\times$ (n)		\$	10,271.33
l) m) n) o)	Other Direct Costs (ODC) Travel/ Mileage Costs (supported by consultant actual costs) Equipment Rental and Supplies (itemize) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc. Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant		\$ \$ \$ \$	25,000.00	
		p) Total Other Direct Costs [ (I) + (m) + (n) + (o) ] $ \textbf{Total cost}  [(c) + (e) + (j) + (k) + (p)] $	]	\$	25,000.00 163,662.99

### Notes:

Consultant Fehr & Peers

 $\bullet \quad \text{Employees subject to prevailing wage requirements to be marked with an } ^*.$ 

 Consultant
 Fehr & Peers
 Contract No.
 TBD
 Date
 7/9/2020

### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

[	Direct Labor		Total Hours		Avg	5year
Sub	total Per Cost		cost Proposal		 Hourly	Contract
	Proposal				Rate	Duration
\$	46,435.80	/	930	=	\$ 49.93	Year 1 avg

### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	e hourly rate		Proposed Escalation			
Year 1	\$	49.93	+	2%	=	\$ 50.93	Year 2 Avg Hourly Rate
Year 2	\$	50.93	+	2%	=	\$ 51.95	Year 3 Avg Hourly Rate
Year 3	\$	51.95	+	2%	=	\$ 52.99	Year 4 Avg Hourly Rate
Year 4	\$	52.99	+	2%	=	\$ 54.05	Year 5 Avg Hourly Rate

### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	I	Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	85.0%	*	930	=	790.5	Estimated Hours Year 1
Year 2	15.0%	*	930	=	139.5	Estimated Hours Year 2
Year 3		*	930	=	0.0	Estimated Hours Year 3
Year 4		*	930	=	0.0	Estimated Hours Year 4
Year 5		*	930	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	930	

### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	ourly Rate		Estimated hours		Cost Per	
	(Calcul	ated above)		(Calculated above)		Year	
Year 1	\$	49.93	*	790.5	=	\$ 39,469.67	Estimated Hours Year 1
Year 2	\$	50.93	*	139.5	=	\$ 7,104.74	Estimated Hours Year 2
Year 3	\$	51.95	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$	52.99	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	54.05	*	0.0	=	\$ -	Estimated Hours Year 5
			Total	Direct Labor Cost with Escala	ition =	\$ 46,574.40	
			Direct	Labor Subtotal before Escala	ition =	\$ 46,435.80	
		Esti	mated Tot	al of Direct Labor Salary Incre	ease =	\$ 138.60	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	act:	TBD	Date:	7/9/2020					
		Detail Sheet							
		Task Description			Consultant				
				I	Fehr & Peers	i			
Α	В	С	D	Е	F	G	Н	_	Al
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Sr. Associate	Sr. Engineer	Engineer	Graphics	Project Coordinator	
									Total Hours
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report							0.
10		Supplemental Traffic Memorandum	160.0	120.0	310.0	230.0	70.0	40.0	930.
			160.0	120.0	310.0	230.0	70.0	40.0	
									930.

Contra	ct:	TBD		Date:		7/9/2020															
				Detail Sho	eet																- 1
		Task Description				С	onsultar	ıt													- 7
		0				Fe	hr & Pee	rs													:
Α	В	С	D	D1	E	E1	F	F1	G	G1	Н	H1	- 1	11	Al	Al1	AJ	AK	AL	AM	
				\$ 89.69		\$ 66.05		\$ 40.90		\$ 33.02		\$ 32.14		\$ 40.90			175.67%	8.00%			
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Sr. Associate	Sr. Associate	Sr. Engineer	Sr. Engineer	Engineer	Engineer	Graphics	Graphics	Project Coordinator		Hours Total		Overhead Cost		<b>Total Labor Costs</b>		-
10		Supplemental Traffic Memorandum	160.0								70.0				930.0	\$ 46,435.80	\$ 81,573.77	\$ 10,240.77	\$ 138,250.34	\$ 138,662	
			160.0	\$ 14,350.40	120.0	\$ 7,926.00	310.0	\$ 12,679.00	230.0	\$ 7,594.60	70.0	\$ 2,249.80	40.0	\$ 1,636.00							
		Total Hours													930.0	\$ 46,435,80	\$ 81.573.77	\$ 10.240.77	\$ 138,250,34	\$ 138,662	

### Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant Group Delta Consultants, In Contract No. 20-1002266 Date 7/9/2020

	Direct Labor	Key Personal	Hours	Labor Ra	te Range	Average Hourly Rate	Total Direct Labor
	Classification/Title	Key Personal	nours	Low	High	Average Hourly Rate	Total Direct Labor
Principal Engi	ineer/Geologist/Scientist	Glenn Burks PE	12	69.72	119.87	\$94.80	\$1,137.60
Associate Eng	gineer/Geologist/Scientist	Jack Packwood CIH, Jerry Sherman CAC	60	50.48	81.74	\$66.11	\$3,966.60
Senior Engine	eer/Geologist/Scientist		0	48.56	60.10	\$54.33	\$0.00
<b>Project Engin</b>	eer/Geologist/Scientist		90	35.10	50.00	\$42.55	\$3,829.50
Staff Enginee	r/Geologist/Scientist		40	25.00	43.60	\$34.30	\$1,372.00
Drafting			0	33.68	40.00	\$36.84	\$0.00
Technical/Pro	oject Support		0	22.00	35.00	\$28.50	\$0.00
Lab Technicia	ın		0	25.00	40.00	\$32.50	\$0.00
Environment	al Technician		50	28.00	43.71	\$35.86	\$1,793.00
Fringe Benefi		c) TOTAL DIR				\$	12,146.90
d) Fringe Benef	its (Rate <u>54.500%</u>	_%) e) Total Fring	ge Benefits [(	c)x(d)]		\$ <sub>.</sub>	6,620.06
f) Overhead h) General and Administrativ	(Rate <u>88.800%</u>	%) g) Overhead [i) Gen & Adm			\$	10,786.45	
	-	• •		j) Total Indirect Co	sts [(g)+(i)]	\$	10,786.45
Fixed Fee (Pr							
n)	(Rate 8.00%	%)		k) Fixed fee [ (c) + (	(e) + (j)] x (n)	\$	2,364.27

### **Total Loaded Labor Costs** Other Direct Costs (ODC)

Travel/ Mileage Costs (supported by consultant actual costs)

- m) Equipment Rental and Supplies (itemize)
- Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

-Sampling supplies

-Traffic control p) Total Other Direct Costs [ (I) + (m) + (n) + (o) ]

**Total cost** [(c) + (e) + (j) + (k) + (p)]

16,250.00 48,167.68

250.00

31,917.68

#### Notes:

Employees subject to prevailing wage requirements to be marked with an \*.

Consultant Group Delta Consultants, Inc Contract No. 20-1002266 Date 7/9/2020

### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

1	Direct Labor		Total Hours		Avg	5year
Sul	ototal Per Cost		cost Proposal		 Hourly	Contract
	Proposal				Rate	Duration
\$	12,098.70	/	252	=	\$ 48.01	Year 1 avg

### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	e hourly rate		Proposed Escalation			
Year 1	\$	48.01	+	2%	=	\$ 48.97	Year 2 Avg Hourly Rate
Year 2	\$	48.97	+	2%	=	\$ 49.95	Year 3 Avg Hourly Rate
Year 3	\$	49.95	+	2%	=	\$ 50.95	Year 4 Avg Hourly Rate
Year 4	\$	50.95	+	2%	=	\$ 51.97	Year 5 Avg Hourly Rate

### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	80.0%	*	252	=	201.6	Estimated Hours Year 1
Year 2	20.0%	*	252	=	50.4	Estimated Hours Year 2
Year 3	0.0%	*	252	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	252	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	252	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	252	

### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	ourly Rate		Estimated hours		Cost Per	
	(Calcul	ated above)		(Calculated above)		Year	
Year 1	\$	48.01	*	201.6	=	\$ 9,678.82	Estimated Hours Year 1
Year 2	\$	48.97	*	50.4	=	\$ 2,468.09	Estimated Hours Year 2
Year 3	\$	49.95	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$	50.95	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	51.97	*	0.0	=	\$ -	Estimated Hours Year 5
			Total I	Direct Labor Cost with Escala	ation =	\$ 12,146.90	
			Direct	Labor Subtotal before Escala	ation =	\$ 12,098.70	
		Esti	mated Tot	al of Direct Labor Salary Incr	ease =	\$ 48.20	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	act:	20-1002266	Date:	7/9/2020								
		De	tail Sheet									
		Task Description			Consultant							
				Group D	elta Consult	ants, Inc						
Α	В	С	D	Е	F	G	Н	1	J	K	L	Al
Row	WBS Number	Drawing or Item of Work - Titles	Principal Engineer/Geologi st/Scientist	Associate Engineer/Geologi st/Scientist	Senior Engineer/Geologi st/Scientist	Project Engineer/Geologi st/Scientist	Staff Engineer/Geologi st/Scientist	Drafting	Technical/Project Support	Lab Technician	Environmental Technician	Total Hours
1	3.100.15	Project Management										0.
		Coordination and Meetings	4.0	20.0								24.
56		Mitigate Environmental Impacts and Cleanup Hazardous Waste	4.0	22.0		20.0	40.0				50.0	0.
57		Detailed Site Investigation for Hazardous Waste	4.0	20.0		90.0	40.0				50.0	204.
74 75		Prepare Final PS&E Package (100%) Final District PS&E Package										0.
77		Specifications	4.0	20.0								24.
		ореописиона	12.0			90.0	40.0	0.0	0.0	0.0	50.0	
												252.

Cont	ntract:	20-1002266	Dar	ate:		7/9/202	0																			
							Detail S	Sheet																		1
		Task Description					Consultar	t																		
		0				Group De	elta Consu	Itants, Inc																		
A	В	С	D	D1	E	E1	F	F1	G	G1	Н	H1	- 1	I1	J	J1	K	K1	L	L1	Al	Al1	AJ	AK	AL	AM
			\$	94.80		\$ 66.11		\$ 54.33		\$ 42.55		\$ 34.30	1	\$ 36.84	4 5	28.50	\$	32.50		\$ 35.86	4		143.30%	8.00%		
Rov	w WBS Number	Drawing or item of Work - Titles	Principal Engineer/Geologi st/Scientist	Principal Engineer/Geologi st/Scientist	Associate Engineer/Geologi st/Scientist	Associate Engineer/Geologi st/Scientist	Senior Engineer/Geologi st/Scientist	Senior Engineer/Geologi st/Scientist	Project Engineer/Geologi st/Scientist	Project Engineer/Geologi st/Scientist	Staff Engineer/Geologi st/Scientist	Staff Engineer/Geologi st/Scientist	Drafting	Drafting	Technical/Project Support	Technical/Project Support	Lab Technician	Lab Technician	Environmental Technician	Environmental Technician	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
3	3.100.15-1	Coordination and Meetings	4.0 \$	379.20	20.0	\$ 1,322.20	0.0	\$ -	0.0	-	0.0	\$ -	0.0	\$ -	0.0 \$	-	0.0 \$	-	0.0	\$ -	24.0	\$ 1,701.40	\$ 2,438.11	\$ 331.16		
		Detailed Site Investigation for Hazardous Waste	4.0 \$	379.20		\$ 1,322.20			90.0	3,829.50	40.0	\$ 1,372.00	0.0		0.0 \$		0.0 \$	-	50.0		204.0			\$ 1,692.57		
77	7	Specifications	4.0 \$	379.20		\$ 1,322.20			0.0		0.0	\$ -	0.0		0.0 \$	-	0.0 \$	-	0.0		24.0	\$ 1,701.40	\$ 2,438.11	\$ 331.16	\$ 4,470.67	\$ 4,488.48
			12.0 \$	1,137.60	60.0	\$ 3,966.60	0.0	\$ -	90.0	\$ 3,829.50	40.0	\$ 1,372.00	0.0	\$ -	0.0 \$		0.0 \$	•	50.0	\$ 1,793.00						
		Total Hours																			252.0	\$ 12,098.70	\$ 17,337.44	\$ 2,354.89	\$ 31,791.03	\$ 31,917.68

7/9/2020

Date

### **Cost/Price Form for Cost Plus Fixed Fee RFP**

Direct Labor	Key Personnel	Hours	Labor Ra	te Range	Average Hourly Rate	Total Direct Labor
Classification/Title	key reisonnei	nouis	Low	High	Average Hourry Nate	
Advisory Manager		12	60.10	78.13	\$69.12	\$ 829.44
Utility Coordination Manager		197	50.00	65.00	\$57.50	\$ 11,327.50
Project Manager		61	48.32	62.82	\$55.57	\$ 3,389.77
Utility Coordinator		225	26.44	34.37	\$30.41	\$ 6,842.25
Senior Right of Way Agent		32	28.85	37.51	\$33.18	\$ 1,061.76
Right of Way Agent		28	24.04	31.25	\$27.65	\$ 774.20
Administative Support		57	20.00	26.00	\$23.00	\$ 1,311.00
Budget & Financial Controls		18	42.40	55.12	\$48.76	\$ 877.68

Contract No. RFP No. 20-1002266

	Labor Costs					
a)	Subtotal Direct Labor Costs		\$	\$26,413.60	<u>)</u>	
b)	Anticipated Salary Increases (see page 2 for sample)	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	266.90 \$	\$ \$	26,680.50
d)	Fringe Benefits Fringe Benefits (Rate 51.890% %)	e) Total Fringe Benefits [(c)x(d)]		Ş	\$ \$	13,844.51
f) h)	Indirect Costs  Overhead (Rate 69.650% %)  General and Administrative (Rate 53.020% %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]  j) Total Indirect Costs [(g)+(i)]	\$ \$	18,582.97 14,146.00	- - ; \$	32,728.97
n)	Fixed Fee (Profit) (Rate 8.00% %)  Total Loaded Labor Costs	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)		\$	\$	5,860.32 79,114.30
l) m) o) p) q) r)	Other Direct Costs (ODC) Mileage (assumes 4 round trips, 160 miles, at IRS allowable mileage reimburse Postage/Overnight Packages (assumes 6 shipments at \$35/each) Property Ownership and Real Estate Data Preliminary Title Reports [assumes 2 reports] N/A Appraisal Reports [1 report at \$4,750 and 1 report at \$3,500] Appraisal Reviews [2 reviews at \$1,500]	ment, currently \$0.58/mile)	\$	210.00 300.00 2,900.00 8,250.00 3,000.00		
		p) Total Other Direct Costs [ (l) + (m) + (n) + (o) ]  Total cost [(c) + (e) + (j) + (k) + (p)	I	\$	\$ \$	14,660.00 93,774.30

Employees subject to prevailing wage requirements to be marked with an \*.

Consultant Epic Land Solutions, Inc.

Consultant Epic Land Solutions, Inc. Contract No. RFP No. 20-1002266 Date 7/9/2020

### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> Per Cost			Total Hours			Avg	5year
			cost Proposal		ŀ	Contract	
	Proposal					Rate	Duration
\$	26,413.60	/	630	=	\$	41.93	Year 1 avg Hourly rate

#### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Averag	ge hourly rate		Pro	posed Escalation	n		
Year 1	\$	41.93	+		2%	=	\$ 42.77	Year 2 Avg Hourly Rate
Year 2	\$	42.77	+		2%	=	\$ 43.63	Year 3 Avg Hourly Rate
Year 3	\$	43.63	+		2%	=	\$ 44.50	Year 4 Avg Hourly Rate
Year 4	\$	44.50	+		2%	=	\$ 45.39	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	630	=	315.0	Estimated Hours Year 1
Year 2	50.0%	*	630	=	315.0	Estimated Hours Year 2
Year 3		*	630	=	0.0	Estimated Hours Year 3
Year 4		*	630	=	0.0	Estimated Hours Year 4
Year 5		*	630	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	630	

### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)			Estimated hours		Cos	st Per	
			(Calculated above)			١	ear/	
Year 1	\$	41.93	*	315.0	=	\$ 13	,207.95	Estimated Hours Year 1
Year 2	\$	42.77	*	315.0	=	\$ 13	,472.55	Estimated Hours Year 2
Year 3	\$	43.63	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	44.50	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	45.39	*	0.0	=	\$	-	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 26	,680.50		
			Direct Labor Subtotal before Escalation =		tion =	\$ 26	,413.60	
	Est		mated Total of Direct Labor Salary Increase =		ease =	\$	266.90	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	act:	RFP No. 20-1002266	Date:	7/9/2020							
		Detail S	heet								
		Task Description	Consultant								
			Epic Land Solutions, Inc.								
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Row	WBS Number	Drawing or Item of Work - Titles	Advisory Manager	Utility Coordination Manager	Project Manager	Utility Coordinator	Senior Right of Way Agent	Right of Way Agent	Administative Support	Budget & Financial Controls	Total Hours
23		Perform Right of Way Engineering									C
27	3.220.20	Acquisition Documents	12.0	15.0	61.0	10.0	32.0	28.0	57.0	18.0	233
28	3.230	Prepare Highway Draft Plans, Specifications and Estimates									C
48		Utility Location Plans		182.0		215.0					397
			12.0	197.0	61.0	225.0	32.0	28.0	57.0	18.0	
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Contract:	RFP No. 20-1002266	Date:	7/9/2020											
			Detail Sh	eet										
	Task Description			onsultant										<u> </u>
	0		Epic La	nd Solutions, Inc.										9
A B	С	D D1	E E1	F F1 G	G1 H	H1 I	l1	J J1	K K1 AI	Al1	AJ AK	AL	AM	_
		\$ 69.12	\$ 57.50	\$ 55.57 \$	30.41	\$ 33.18	\$ 27.65	\$ 23.00	\$ 48.76		174.56% 8.00%			a)
Row WBS Number	Drawing or Item of Work - Titles	Advisory Mana; Advisory Mana;	Utility Coordination Manager Utility Coordination Coordination Manager	Utility Coordinator Project Manage	Senior Right of Way Agent Utility Coordinator	Agent Agent Senior Right of Way Agent	Right of Way Agent	Controls  Administative Support  Administative Support	Budget & Controls  Budget & Financial	Direct Labor			Escalated T	selin
		9		7 7					Hours Tot		erhead Cost Fee	Total Labor Costs		
27 3.220.2	Acquisition Documents Utility Location Plans	12.0 \$ 829.44			304.10 32.0			57.0 \$ 1,311.00		.0 \$ 9,410.45 \$		6.99 \$ 27,904.32		<u> </u>
48	Utility Location Plans	0.0 \$ -	182.0 \$ 10,465.00		6,538.15 0.0		0 \$ -	0.0 \$ -		.0 \$ 17,003.15 \$	29,680.70 \$ 3,73	4.71 \$ 50,418.56	\$ 50,92	
		12.0 \$ 829.44	197.0 \$ 11,327.50	61.0 \$ 3,389.77 225.0 \$	6,842.25 32.0	\$ 1,061.76 28.0	0 \$ 774.20	57.0 \$ 1,311.00	18.0 \$ 877.68					5
	Total Hours								630	.0 \$ 26.413.60 \$	46.107.58 \$ 5.80	1.69 \$ 78.322.87	\$ 79.11	( <u>)</u>

### **Cost/Price Form for Cost Plus Fixed Fee RFP**

Consultant STC Contract No. Date 7/9/2020

Direct Labor	Key Personal	Hours	Labor Ra	te Range	Average Hourly Rate	Total Direct Labor	
Classification/Title	Rey Personal	Hours	Low	High	Average nourly kate	Total Direct Labor	
Partner	Patrick	204	84.40	92.80	\$88.60	\$18,074.40	
Principal Consultant		0	90.90	100.00	\$95.45	\$0.00	
Senior Consultant		0	84.40	92.80	\$88.60	\$0.00	
Analyst		0	56.95	62.62	\$59.79	\$0.00	
Administration		24	27.50	30.25	\$28.88	\$693.12	
Consultant		0	67.35	74.10	\$70.73	\$0.00	

### **Labor Costs**

a) b)	Subtotal Direct Labor Costs Anticipated Salary Increases (see page 2 for sample)		\$ \$1 \$	8,767.52 360.43	
		c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$	19,127.95
d)	Fringe Benefits Fringe Benefits (Rate%)	e) Total Fringe Benefits [(c)x(d)]		\$	
	Indirect Costs				
f) h)	Overhead (Rate 110.000% %) General and Administrative (Rate %)	g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]	\$ 21 \$	-	
	Administrative (late	j) Total Indirect Costs [(g)+(i)]		\$	21,040.75
	Fixed Fee (Profit)				
n)	(Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] $\times$ (n)	\$		3,213.50
	Total Loaded Labor Costs				43,382.20
I)	Other Direct Costs (ODC) Air travel		ė 1	,500.00	
m)	Equipment Rental and Supplies (itemize)		\$	1,300.00	
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.		\$		
0)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant		\$		
		p) <b>Total Other Direct Costs</b> [ (I) + (m) + (n) + (o) ]		\$	1,500.00
		Total cost $[(c) + (e) + (j) + (k) + (p)]$	\$		44,882.20

### Notes:

 $\bullet \qquad \text{Employees subject to prevailing wage requirements to be marked with an }^*.$ 

Consultant S	<u>STC</u>	Contract No.	0	Date	7/9/2020
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### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Dire	ct Labor		Total Hours			5year	
Subtot	<u>al</u> Per Cost		cost Proposal			Contract	
Proposal						Rate	Duration
\$ 18,767.52 /			228	=	\$	82.31	Year 1 avg Hourly rate

#### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate			Proposed Escalation				
Year 1	\$	82.31	+	2%	=	\$	83.96	Year 2 Avg Hourly Rate
Year 2	\$	83.96	+	2%	=	\$	85.64	Year 3 Avg Hourly Rate
Year 3	\$	85.64	+	2%	=	\$	87.35	Year 4 Avg Hourly Rate
Year 4	\$	87.35	+	2%	=	\$	89.10	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	40.0%	*	228	=	91.2	Estimated Hours Year 1
Year 2	40.0%	*	228	=	91.2	Estimated Hours Year 2
Year 3	10.0%	*	228	=	22.8	Estimated Hours Year 3
Year 4	5.0%	*	228	=	11.4	Estimated Hours Year 4
Year 5	5.0%	*	228	=	11.4	Estimated Hours Year 5
Total	100.0%		Total	=	228	

#### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	lourly Rate		Estimated hours			Cost Per	
	(Calcul	ated above)		(Calculated above)			Year	
Year 1	\$	82.31	*	91.2	=	\$	7,506.67	Estimated Hours Year 1
Year 2	\$	83.96	*	91.2	=	\$	7,657.15	Estimated Hours Year 2
Year 3	\$	85.64	*	22.8	=	\$	1,952.59	Estimated Hours Year 3
Year 4	\$	87.35	*	11.4	=	\$	995.79	Estimated Hours Year 4
Year 5	\$	89.10	*	11.4	=	\$	1,015.74	Estimated Hours Year 5
			Total D	irect Labor Cost with Escala	tion =	\$	19,127.95	
			Direct L	abor Subtotal before Escala	tion =	\$	18,767.52	
	Estimated Total of Direct Labor Salary Increase =						360.43	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

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	Attachment: Contrac

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		Detail Sheet							
		Task Description			Consultant				
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			Partne	nc <u>i</u> nsı	Senior	Analyst	Administration	Consultant	
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1		Project Management							0.
3	3.100.15-1	Coordination and Meetings	48.0				24.0		48.
	3.100.15-2	Administration Tallian Administration	400.0				24.0		100.
5 28	3.100.15-3	Tolling Advisory Services Prepare Highway Draft Plans, Specifications and Estimates	100.0						0.
29		Draft Highway Plans (65% & 95%)							0.
34		Eletrical ITS	44.0						44
74		Prepare Final PS&E Package (100%)	44.0						0.
75		Final District PS&E Package							0.
76		Plans	4.0						4.
80	3.260	Contract BID Documents Ready to List							0.
81	3.260-1	Draft Contract	8.0						8.
			204.0	0.0	0.0	0.0	24.0	0.0	8.
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				\$ 88.60		\$ 95.45		\$ 88.60		\$ 59.79		\$ 28.88		\$ 70.73			110.00%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Partner	Partner	Principal Consultant	Principal Consultant	Senior Consultant	Senior Consultant	Analyst	Analyst	Administration	Administration	Consultant	Consultant	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated To
3		Coordination and Meetings	48.0	\$ 4,252.80	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	48.0			\$ 714.47	\$ 9,645.35	
4		Administration	0.0		0.0		0.0	\$ -	0.0	\$ -	24.0	\$ 693.12	0.0	\$ -	24.0				\$ 1,572.00	
5	3.100.15-	Tolling Advisory Services	100.0	\$ 8,860.00	0.0	Ŧ	0.0	\$ -	0.0	\$ -	0.0	7	0.0	\$ -	100.0					
34	<u> </u>	Eletrical ITS	44.0		0.0		0.0	\$ -	0.0	\$ -	0.0		0.0	\$ -	44.0					
76		Plans	4.0		0.0		0.0	Ψ -	0.0	Ψ	0.0		0.0	Ψ	4.0					
81	3.260-1	Draft Contract	8.0		0.0		0.0		0.0		0.0		0.0		8.0	\$ 708.80	\$ 779.68	\$ 119.08	\$ 1,607.56	\$ 1,638
		Total Hours	204.0	\$ 18,074.40	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	\$ 693.12	0.0	\$ -	228.0	\$ 18,767.52	\$ 20,644.27	\$ 3,152.94	\$ 42,564.74	\$ 43,382

### Cost/Price Form for Cost Plus Fixed Fee RFP

	Consultant ADVANTEC Co.	nsulting Engineers, Inc.		Contract No			Date	7/9/2020
	Direct Labor	Key Personal		Hours	Labor Ra	te Range	Average Hourly Rate	Total Direct Labor
	Classification/Title				Low	High		
	Traffic Manager	Keith Rand		192	101.93	116.00	\$108.97	\$20,922.24
a) b)	Labor Costs Subtotal Direct Labor Costs Anticipated Salary Increases (see page Fringe Benefits Fringe Benefits (Rate	e 2 for sample)	c) TOTAL DIR		COSTS [(a)+(b)]	\$ \$	\$20,922.24 402.14 \$	21,324.38
uj	rilige beliefits (Nate		e) Total I IIIg	e benents (	(c)x(u)]		Ţ	
f) h)	Indirect Costs Overhead (Rate 159.280%) General and Administrative (Rate	%) %)	g) Overhead   i) Gen & Adm		j) Total Indirect Co	\$ \$ sts [(g)+(i)]	33,965.47	33,965.47
n)	Fixed Fee (Profit) (Rate 8.00% Total Loaded Labor Costs	<mark>.</mark> %)			k) Fixed fee [ (c) + (	(e) + (j)] x (n)	\$	4,423.19 59,713.04
l) m) n) o)	Other Direct Costs (ODC) Travel/ Mileage Costs (supported by c Equipment Rental and Supplies (itemi Permit Fees (itemize), Plan sheets (ea Subconsultant Costs (attach detailed c consultant estimate for each subcons	ize) ich), Test Holes (each, Etc. cost proposal in same format as prime	p) <b>Total Othe</b>	r Direct Cost	s ( (i) + (m) + (n) + (o		100.00	100.00
					Total cost [(c) + (e)	+ (j) + (k) + (p)]	\$	59,813.04

### Notes:

Employees subject to prevailing wage requirements to be marked with an \*.

Consultant ADVANTEC Consulting Engineers, Inc. Contract No. 0 Date 7/9/2020

### 1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours		Avg	5year
Sub	total Per Cost		cost Proposal		Hourly	Contract
	Proposal				Rate	Duration
\$	20,922.24	/	192	=	\$ 108.97	Year 1 avg Hourly rate

### 2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate			1	Proposed Escalation			
Year 1	\$	108.97	+	2%	=	\$ 111.15	Year 2 Avg Hourly Rate
Year 2	\$	111.15	+	2%	=	\$ 113.37	Year 3 Avg Hourly Rate
Year 3	\$	113.37	+	2%	=	\$ 115.64	Year 4 Avg Hourly Rate
Year 4	\$	115.64	+	2%	=	\$ 117.95	Year 5 Avg Hourly Rate

### 3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	40.0%	*	192	=	76.8	Estimated Hours Year 1
Year 2	40.0%	*	192	=	76.8	Estimated Hours Year 2
Year 3	10.0%	*	192	=	19.2	Estimated Hours Year 3
Year 4	5.0%	*	192	=	9.6	Estimated Hours Year 4
Year 5	5.0%	*	192	=	9.6	Estimated Hours Year 5
Total	100.0%		Total	=	192	

#### 4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	Hourly Rate		Estimated hours		Cost Per	
	(Calcu	lated above)		(Calculated above)		Year	
Year 1	\$	108.97	*	76.8	=	\$ 8,368.90	Estimated Hours Year 1
Year 2	\$	111.15	*	76.8	=	\$ 8,536.32	Estimated Hours Year 2
Year 3	\$	113.37	*	19.2	=	\$ 2,176.70	Estimated Hours Year 3
Year 4	\$	115.64	*	9.6	=	\$ 1,110.14	Estimated Hours Year 4
Year 5	\$	117.95	*	9.6	=	\$ 1,132.32	Estimated Hours Year 5
			Total Di	rect Labor Cost with Escala	ition =	\$ 21,324.38	
			Direct La	abor Subtotal before Escala	ition =	\$ 20,922.24	
	Estimated Total of Direct Labor Salary Increase =					\$ 402.14	Transfered to page 1

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1
- Estimated yearly percent completed from resource loaded schedule

Contra	ict:	0	Date:	
		Detail Sheet		
		Task Description	Consultant	
			onsulting E	
Α	В	С	D	Al
Row	WBS Number	Drawing or Item of Work - Titles	Traffic Manager	Tatal Haves
	0.400.45	Desirat Management		Total Hours
1		Project Management	70.0	0.0
3 6		Coordination and Meetings Prepare Environmental Revalidation and Supplemental Project Report	72.0	72.0 0.0
7	3.180	Revised Geometrics	12.0	12.0
11			12.0	0.0
16	3.100	Prepare Base Maps and Plan Sheets Overhead Sign & Toll Gantry/Equipment Locations Exhibits	40.0	40.0
28	3.230	Prepare Highway Draft Plans, Specifications and Estimates	40.0	0.0
29		Draft Highway Plans (65% & 95%)		0.0
34	3.230.03	Eletrical ITS	48.0	48.0
74	3.255	Prepare Final PS&E Package (100%)	.0.0	0.0
75		Final District PS&E Package		0.0
76		Plans	20.0	20.0
			192.0	30,0
				192.0

Contra	ict:	0		Date	e:							
		Detail Sheet										
		Task Description	С	onsu	ultant							
		0	TEC Cor	nsult	ting Engine	•						
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				\$	108.97			159.28%	8.00%			
			Traffic		Traffi							
Row	WBS Number	Drawing or Item of Work - Titles	c Mar		c Mar							
	rumber		nager		nager	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalat	ted Tot or Cost
3	3 100 15-1	Coordination and Meetings	72.0	) \$	7,845.84							22,392.3
7	0.100.10	Revised Geometrics	12.0		1,307.64							3,732.0
16		Overhead Sign & Toll Gantry/Equipment Locations Exhibits	40.0	\$	4,358.80				\$ 904.12	\$ 12,205.62	\$ 1	12,440.2
34		Eletrical ITS	48.0		5,230.56							14,928.2
76		Plans	20.0	_	2,179.40		\$ 2,179.40	\$ 3,471.35	\$ 452.06	\$ 6,102.81	\$	6,220.1
			192.0	\$	20,922.24							
		Total Hours				192.0	\$ 20,922.24	\$ 33,324.94	\$ 4,339.77	\$ 58,586.96	\$ 5	59,713.0

### Minute Action

**AGENDA ITEM: 7** 

Date: September 2, 2020

### Subject:

Cooperative Agreement with the City of Barstow for North First Avenue Bridge over the BNSF Intermodal Yard

### Recommendation:

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

Approve Cooperative Agreement No. 19-1002226 for the Construction Phase of the North First Avenue Bridge over the BNSF Railway Company intermodal yard with the City of Barstow (City) to allow San Bernardino County Transportation Authority (SBCTA) to be the sponsor agency. The estimated total cost for the Construction Phase is \$63,873,000, with SBCTA contributing an amount not-to-exceed \$7,109,661, the City contributing \$2,660,000, and the Highway Bridge Program contributing \$54,103,339.

### Background:

North First Avenue in the City of Barstow (City) consists of three independent bridges spanning over a BNSF Railway Company (BNSF) intermodal yard, the Mojave River, and the Mojave River Overflow (Overflow). The bridges were built in the 1930s, and on the Bridge Inspection Report prepared by the California Department of Transportation (Caltrans) in April of 2012, the bridges were considered Structurally Deficient (SD) in its superstructure, substructure, and the overall structural evaluation. The existing bridge over the BNSF intermodal yard is also considered Functionally Obsolete (FO) due to its overall geometry and substandard vertical clearance. The City has served as the sponsor agency on the replacement of the aging First Avenue bridges. While originally there were three independent bridge projects, the Mojave River and Overflow bridges are being combined into a single project due to their proximity to each other. Due to the complicated nature and cost of the projects, the City requested that San Bernardino County Transportation Authority (SBCTA) take the lead on the remaining project phases. Project status is as follows:

- 1. North First Avenue Bridge over the BNSF intermodal yard is currently in the Right-of-Way (ROW) and final Design phase.
- 2. North First Avenue Bridges over the Mojave River and Overflow are currently in the Environmental phase.

The purpose of the projects is to provide new structures that meet current geometric standards with full shoulders, sidewalks, and accommodation of all legal trucks and permit vehicles. The projects have been awarded Highway Bridge Program (HBP) Funds by Caltrans, which will fund 88.53% of total project costs, excluding SBCTA's project management services, at up to \$20,000,000 per year. Since the construction of each project will exceed \$20,000,000, a High Cost Agreement (HCA) with Caltrans is required to cash flow the Construction phases. SBCTA will take out commercial paper to finance the cash flow. The HBP funds and the City's share of Major Local Highway Projects Program funds will reimburse SBCTA for all costs associated with project financing.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

The 2019 Update to the 10-Year Delivery Plan that was approved in June 2019, identifies North Desert Measure I Major Local Highway Projects Program funds and federal funds for the local match for these projects based on current estimates and schedules. It is important to note that any cost increases that may occur could impact SBCTA's ability to fund the projects and additional project financing or contributions from the City would be required. The SBCTA Board of Directors (Board) approved Funding Agreement No. 15-1001119 for the North First Avenue Bridge over the BNSF intermodal yard and Funding Agreement No. 15-1001118 for the North First Avenue Bridges over the Mojave River and Overflow with the City on February 4, 2015. On July 10, 2019, the Board approved amendments to each of the funding agreements to reflect the funding identified in the 2019 Update to the 10-Year Delivery Plan.

On August 16, 2019, the Mountain/Desert Policy Committee recommended the Board approve the following amendments and agreements with the City:

- Amendment No. 2 to Funding Agreement No. 15-1001119 for the North First Avenue Bridge over the BNSF intermodal yard to remove the Construction phase.
- · Amendment No. 2 to Funding Agreement No. 15-1001118 for the North First Avenue Bridges over the Mojave River and Overflow to remove the Plans, Specifications, and Estimates (PS&E), ROW, and Construction.
- · Cooperative Agreement No. 19-1002226, for the North First Avenue Bridge over the BNSF intermodal yard for SBCTA to assume the lead agency role for the Construction phase.
- Cooperative Agreement No. 19-1002227, for the North First Avenue Bridges over the Mojave River and Overflow for SBCTA to assume the lead agency role for the PS&E, ROW, and Construction phases.

Shortly after the August 2019 Mountain/Desert Policy Committee meeting, SBCTA received bids for construction of the Mt. Vernon Viaduct. The bids were significantly higher than the Engineer's Estimate, therefore, SBCTA made the determination to revisit the project costs and postpone Board approval of the funding agreement amendments and cooperative agreements with the City. After further analysis and comparison to current estimates, it was concluded that the estimated costs for the North First Avenue Bridge over the BNSF intermodal yard should be increased from what was previously presented to the Mountain/Desert Policy Committee. Due to the uncertainty with HBP, SBCTA staff made the determination to sponsor the Construction phase of the North First Avenue Bridge over the BNSF intermodal yard and postpone becoming the sponsor agency for the First Avenue Bridge over the Mojave River and Overflow until the HBP is restructured.

Since it has been a year since the Mountain/Desert Policy Committee reviewed the cooperative agreement, staff is revisiting the recommendation to approve Cooperative Agreement No. 19-1002226 with the City. This agreement outlines City and SBCTA roles and responsibilities to complete the North First Avenue Bridge over the BNSF intermodal yard. Under this agreement, SBCTA will be the sponsor agency for Construction of the North First Avenue Bridge over the BNSF intermodal yard and the City will continue to sponsor the ROW and Design support during Construction. SBCTA will provide project management services for the Construction phase, for which the City will reimburse SBCTA 100% of actual costs per Policy No. 40017, MDMLH-22, which are estimated to be \$500,000.

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The total Construction phase of this project, including project management costs, has been estimated to be \$63,873,000, in which the City will reimburse SBCTA for Ineligible Expenditures under Measure I Strategic Plan Policy No. 40017 MDMLH-20, estimated to be \$2,160,000. This would include betterments such as architectural aesthetic treatments that are deemed non-participating by the Caltrans District Local Assistance Engineer or HBP. The Construction phase is planned to be funded with \$54,103,339 of HBP, \$7,109,661 from the City's share of Measure I North Desert Major Local Highway Project Program funds and federal funds, and \$2,660,000 of City funds which includes betterments and project management. The agreement with Caltrans for the \$54,103,339 HBP contribution will be completed after the cooperative agreement for Construction with the City is fully executed. Funding Agreement No. 15-1001119 provides funding to the City for the project through construction. Amendment No. 3 to remove the construction phase from the local agreement is being presented in a separate agenda item. The total funding across both agreements is within the previously approved amount for this project.

The Barstow City Council approved the original Cooperative Agreement No. 19-1002226 on August 19, 2019 and the revised Cooperative Agreement on August 17, 2020.

### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0811 N. 1st Ave Bridge Over-BNSF.

### Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 21, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

### Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: September 2, 2020

Witnessed By:

Contract Summary Sneet										
			General Cont	ract Information						
Contract No: 19	9-100222	6 Amendr	ment No.: 0							
Contract Class:	Receiv	able	Department:	<b>Project De</b>	livery					
Customer ID:	r ID: BARS CI		tomer Name: City	of Barstow		_				
Description: Cooperative Agreement for the Construction Phase of the North First Ave Bridge										
List Any Accounts Paya	able Rela	ted Contract N	Contract Nos.: 15-1001119							
Dollar Amount										
Original Contract		\$	2,660,000.00	Original Contingency	/	\$	-			
Prior Amendments		\$	-	Prior Amendments		\$	-			
Current Amendment		\$	-	Current Amendmen	t	\$	-			
Total/Revised Contract	ct Value	\$	2,660,000.00	Total Contingency V	alue	\$	-			
		Total I	Dollar Authority (Co	ontract Value and Co	ntingency)	\$	2,660,000.00			
DOULD OF DIFFORD 3	Dat	:e: U9/U	<b>Contract 1</b> 02/2020	Authorization Board		Item#	/014			
Contract Ivianagement (Internal Purposes Unity)  Local Funding Agreement										
			Account	3 Necervable						
Total Contract Funding:	\$	2,660	0,000.00 Fu	unding Agreement No:		19-1002226				
Beginning POP Date:	09	0/02/2020	Ending POP Date:	04/01/2024	Final Billing Date:	06/30/202	24			
Expiration Date:	12	2/31/2039	_							
Fund   Prog   Task   Ta	sk Reveni		ect Funding: 2,660,000.00 - - - - -	Fund Prog Task GL: GL: GL: GL: GL: GL:	Sub- Task Revenue	Total Contract Fu	unding: - - - - - -			
Andre	a Nieto			Paula I	Beauchamp					
Project Manag	er (Print	Name)			ger (Print Name)					

Trojectiv	lanager (Frint Name)		rask manager (	
Additional Notes:	Ending POP and Final B	Billing are estimated only.	Agreement does not expire.	

### **COOPERATIVE AGREEMENT No. 19-1002226**

### **BETWEEN**

### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

### **AND**

### **CITY OF BARSTOW**

### **FOR**

# THE CONSTRUCTION PHASE OF THE NORTH FIRST AVENUE BRIDGE OVER BURLINGTON NORTHERN SANTA FE (BNSF) IN THE CITY OF BARSTOW

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of BARSTOW ("CITY"). SBCTA and CITY may be referred to herein as a "Party" and collectively "Parties".

WHEREAS, CITY intends to remove and replace the existing North First Avenue Bridge over the BNSF tracks ("BRIDGE") to provide a new structure that meets current geometric standards with full shoulders and sidewalk, and that will accommodate all legal trucks and vehicles; and

**WHEREAS**, planned improvements include the construction of new approach roadways, a new 2-lane structure, demolition of the old structure, and related work necessitated by these improvements ("PROJECT"); and

**WHEREAS**, the Parties consider the PROJECT to be a high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan and the SBCTA 10-Year Delivery Plan as approved by SBCTA's Board of Directors in June, 2019; and

**WHEREAS**, the Parties wish to enter into this agreement to delineate roles, responsibilities, and funding commitments relative to the Construction phase of the PROJECT; and

**WHEREAS**, the CITY will continue as the implementing agency for Environmental Clearance, Design and Right-of-Way (ROW) phases of the PROJECT, and will provide Design and ROW Support during Construction; and

**WHEREAS**, the CITY obtained Environmental Clearance from California Department of Transportation (CALTRANS) in September of 2016, revalidation of which may be required during final design; and

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**WHEREAS**, the CITY is responsible for obtaining ROW and Environmental Certifications and providing the required permits and final Plans, Specifications and Estimate (PS&E); and

**WHEREAS**, Local, State and/or Federal funds are anticipated to be used to fund the Construction Phase of PROJECT; and

WHEREAS, SBCTA will enter into the required High Cost Agreement with Caltrans; and

**WHEREAS**, Construction will start after SBCTA's receipt of an Authorization to Proceed (E-76) for the Federal funding; and

**WHEREAS**, the CITY desires SBCTA to provide project management services for the Construction phase of the Project, and understands it is the CITY's sole responsibility to pay 100% of actual SBCTA Project Management costs in accordance with SBCTA Measure I Strategic Plan Policy 40017; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

### I. SBCTA RESPONSIBILITIES

SBCTA agrees:

- A. To become the implementing agency on the Construction phase and provide Project Management Services, including the selection and retention of consultants and contractor for the Construction Phase. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To Advertise, Award, and Administer (AAA) the Construction of the PROJECT.
- C. To include CITY in construction meetings and related communications on PROJECT progress and to provide CITY with copies of the meeting minutes and action items.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SBCTA's request for reimbursement, payment vouchers, or invoices, which segregate and accumulate costs of Project Management and Construction work elements, and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- E. To prepare and submit to CITY an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

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- F. To prepare a final accounting of expenditures, including a final invoice for the Project Management, and Construction. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Project Management and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the Project Management and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fail to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY reserves the right to withhold future payments due SBCTA from any source under CITY's control.
- I. SBCTA and its consultants shall apply for encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT, which permits shall be issued at no cost to SBCTA or its consultants.
- J. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between Parties.
- K. To obtain funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance.
- L. To contribute towards the Construction Cost of the Project in an amount not to exceed \$7,109,661 (SBCTA FUNDS) 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 circumstance are the total combined SBCTA FUNDS to exceed \$7,109,661 without a written amendment to this Agreement signed by both Parties.

## II. <u>CITY RESPONSIBILITIES</u>

CITY agrees:

A. To continue as the implementing agency on the Environmental, Design and ROW phases as described in agreement 15-1001119.

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- B. To provide in a timely manner all the required environmental and ROW certifications, railroad agreements, and information that SBCTA will need to obtain the funding obligations from Caltrans Local Assistance.
- C. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain.
- D. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation, as defined in an executed utility agreement(s) identifying cost and relocation plans.
- E. To obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- F. To have the Environmental Clearance, Design and ROW documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. All engineering reports and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
- G. To make the Engineer of Record available for consultation during construction and to develop as-built plans.
- H. To reimburse SBCTA for the actual costs incurred for Project Management as required per Measure I Strategic Plan Policy 40017 MDMLH-22 in an estimated amount of \$500,000 (CITY FUNDS) as shown in Attachment A. In addition, to be responsible for 100% of any Ineligible Expenditures under Measure I Strategic Plan Policy 40017 MDMLH-20 that are requested by the CITY in an estimated amount of \$2,160,000 (CITY FUNDS) as shown in Attachment A. This would include betterments such as architectural aesthetic treatments that are deemed non-participating by the Caltrans District Local Assistance Engineer or the Highway Bridge Program. However, under no circumstance are the total combined CITY FUNDS to exceed \$2,660,000 without a written amendment to this Agreement signed by both Parties. It is understood that the ineligible expenditures requested by CITY will be bid as add alternates in the contract documents. It is also understood that these ineligible expenditures are based on the availability of grant funds that have not be allocated. Therefore, if the funds are not allocated by the time of the award of construction, these requested ineligible expenditures will be omitted from the contract documents as an add alternate. The City will bear the cost to modified contract documents for the add alternates as part of their contract with the bridge consultant.

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- I. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- J. To designate a responsible staff member that will be CITY's representative in attending the construction meetings, receiving day-to-day communications.
- K. To complete response for Request for Information (RFI) as necessary on PROJECT to SBCTA within 10 working days after the submittal is received by the CITY. If RFI response is not received by the 10<sup>th</sup> working day, the CITY will be responsible for Construction delay costs.
- L. That the final plans and specifications shall be provided by the CITY. The City Engineer shall be the PROJECT Designated Engineer as defined by Local Assistance of the State of California Department of Transportation.
- M. To be the lead agency for responding to legal challenges to the environmental document.
- N. To provide any CITY-required permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA for the work of the PROJECT.
- O. CITY's City Engineer is authorized to act on behalf of CITY under this Section of the Agreement.

### III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To develop, approve and implement a third party Construction Maintenance Agreement (CMA) 19-1002236 with BNSF.
- B. To abide by the Project Funding Agreement 15-1001119 between SBCTA and CITY.
- C. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- D. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

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- E. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required as a result of the PROJECT not progressing by choice of a Party, that Party shall be responsible for such repayment. If it is mutually decided that the PROJECT will not move forward, then repayment of any federal funds used will be the responsibility of CITY.
- F. This Agreement is expressly subordinated to any bonds, notes, certificates, or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SBCTA.
- G. CITY, independent of PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. SBCTA will undertake hazardous material management activities with minimum impact to PROJECT schedule. CITY will serve as the generator and pay all costs associated with hazardous material activities including management costs of SBCTA.
- H. The CITY is the PROJECT owner, operator and maintainer of the existing and proposed improvements and this Agreement does not transfer ownership to SBCTA, nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements.
- I. Environmental Clearance is assumed to consist of a revalidation of the Environmental Clearance the CITY received from CALTRANS in September of 2016. In the event that a revalidation is determined to not be sufficient by CALTRANS based on current PROJECT requirements, Parties shall review scope and cost of such work for Environmental Clearance and amend this Agreement if additional cost will result in exceeding funding limits of each Party.
- J. The Design phase of the PROJECT and the construction bid package will be based on the latest standards and practices, including, but not limited to, the following:
  - a. Standard Specifications for Public Works Construction (Greenbook)
  - b. Standard Plans for Public Works Construction
  - c. City Standard Specifications
  - d. City Standard Plans
  - e. CALTRANS Bridge Standard Plans and Specifications
  - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
  - g. BNSF Railway Standard Plans and Specifications
  - h. Other applicable standard plans and specifications
- K. If SBCTA is to be reimbursed from state or federal funds that are provided by CITY for Project Management and Construction work and SBCTA administers those funds, then SBCTA will draw from those funds without invoicing CITY.

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- L. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- M. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- N. This Agreement will terminate upon completion of Construction and Close out, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- O. Should any claims arising out of this Project be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement until such time as the claims are settled, dismissed or paid.
- P. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- Q. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- R. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

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- S. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- T. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable law, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- U. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- V. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- W. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- X. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs L and M of this Section.
- Y. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- AA. The Recitals are incorporated into and made a part of this Agreement. Attachment A (Project Description and Project Funding Table) is attached to and incorporated into this Agreement.
- BB. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by

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reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Paula Beauchamp

Director of Project Delivery

1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Brad Merrell

**Consulting City Engineer** 

Barstow City Hall

220 E. Mountain View St. Suite A,

Barstow, CA 92311

Telephone: (760) 255-5109

### **SIGNATURES ON NEXT PAGE:**

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IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

**CITY OF BARSTOW** 

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY	
By: Frank J. Navarro, President Board of Directors	By: Nikki Salas City Manager
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: Juanda Lowder Daniel SBCTA Assistant General Counsel	By: Teresa L. Highsmith City Attorney
By: Jeffery Hill Procurement Manager	

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### Attachment A

### PROJECT DESCRIPTION

The CITY and SBCTA propose to remove and replace the existing North First Avenue Bridge over the BNSF Railway. It is intended that the CITY serves as the implementing agency for the Environmental Clearance, Design and ROW phases and SBCTA serve as the implementing agency for Construction Phase.

### PROJECT FUNDING TABLE

PHASE	TOTAL COST	FEDERAL HBP <sup>1</sup>	SBCTA FUNDS <sup>2</sup>	CITY FUNDS <sup>3</sup>
CONSTRUCTION	\$63,373,000	\$54,103,339	\$7,109,661	\$2,160,000
PROJECT MANAGEMENT	\$500,000	\$0	\$0	\$500,000
TOTAL	\$63,873,000	\$54,103,339	\$7,109,661	\$2,660,000

### Notes

<sup>&</sup>lt;sup>1</sup> Federal Highway Bridge Program (HBP) funds

<sup>&</sup>lt;sup>2</sup> SBCTA's Funds can be from sources under control of SBCTA including but not limited to Measure I Major Local Highway Projects Program, federal earmarks, or other funds without necessitating an amendment of this agreement. The SBCTA Board allocated up to \$5,437,832 in Measure I Major Local Highway Projects Program funds for the Construction Phase in July 2019. The balance of SBCTA funds are anticipated to be paid with federal earmarks.

<sup>&</sup>lt;sup>3</sup> Estimated Project Management Costs and Betterments. Per Measure I Strategic Plan Policy 40017 MDMLH-20 & 22, City is responsible for 100% of actual Project Management costs and any Ineligible Expenditures that are requested by the CITY.

### Minute Action

**AGENDA ITEM: 8** 

Date: September 2, 2020

### Subject:

San Bernardino County Active Transportation Plan Update (Formally Non-Motorized Transportation Plan)

### Recommendation:

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

A. Approve revisions to the San Bernardino County Non-Motorized Transportation Plan as contained in Attachment A, including changing the plan document title to San Bernardino County Active Transportation Plan (SBCATP).

B. Approve the SBCATP technical correction data update procedure.

### Background:

Updates to the San Bernardino County Non-Motorized Transportation Plan (NMTP) were last approved with amendments by the San Bernardino County Transportation Authority (SBCTA) June 2018 and made available on SBCTA's website https://www.gosbcta.com/planning-sustainability/?category=transportation-planning, under the section 'Non-Motorized Transportation Plan (2018)'. This plan meets requirements established by the State of California for local jurisdictions to be eligible to receive grant funds related to Active Transportation projects. Local jurisdiction active transportation projects must be consistent with a regional agency plan that has regional transportation planning oversight, and in this case, SBCTA's San Bernardino County Active Transportation Plan (SBCATP) serves as the regionally approved document. SBCTA staff periodically updates and maintains the SBCATP document on behalf of all the jurisdictions in San Bernardino County (County). With the recent California Transportation Commission's (CTC) announcement of the 2020 Active Transportation Program (ATP) Cycle 5 call-for-projects deadline of September 15, 2020, SBCTA is presenting updates to the SBCATP for the Board's adoption so that our member jurisdiction's projects can be eligible for the ATP grant funding.

In addition to the adoption of updates, SBCTA staff is also recommending that the Board adopt an active transportation data update procedure that would authorize SBCTA staff to make technical corrections to the data on a more periodic basis. This will allow the NMTP to better reflect the existence of completed and/or in use active transportation facilities. This would ensure that the NMTP accurately showcases the most current, physical conditions that would help local agency planners and other stakeholders understand how their multimodal transportation programs and services may intersect with their community's and the region's active transportation footprint.

To further improve the showcasing of SBCTA's active transportation initiatives, SBCTA staff is proposing that the plan itself be restructured so that it can be referred to henceforth as the San Bernardino County Active Transportation Plan. Along with the format restructuring of the document, SBCTA staff is proposing to add a public art guidelines chapter in the SBCATP from the County's Morongo Basin Active Transportation Plan as a placemaking effort using public art

Entity: San Bernardino County Transportation Authority

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installations in conjunction with active transportation infrastructure. These additional staff proposals are also outlined in Attachment A.

### A. SBCATP Data Updates

Since consistency with a regional plan is a requirement under many of the active transportation grants from the State of California, SBCTA staff recommends updates to the SBCATP to include the items submitted by the following jurisdictions and outlined in Attachment A:

• Jurisdictions submitting data updates: Adelanto, Apple Valley, Barstow, Big Bear, Highland, Montclair, Ontario, Rancho Cucamonga, San Bernardino and San Bernardino County. Project costs are approximate planning-level estimates and will be refined as specific projects are proposed for development and construction.

SBCTA and the local jurisdictions in San Bernardino County are aggressively pursuing planning and construction of Active Transportation projects throughout the County to develop better multimodal connectivity between cities and subareas of the County, and to improve overall health and safety of people who choose to utilize these multimodal options. The proposed updates are one of many active transportation efforts of SBCTA and its partners to grow the system in a comprehensive and regionally consistent manner. The final SBCATP will consist of adopted active transportation facilities data on the Active San Bernardino Site, as well as links to previously adopted active transportation plan documents that will continue to remain as separate documents but contribute to the whole of SBCTA's active transportation planning efforts.

Approval of this update to the SBCATP does not constitute a financial commitment to the project by either SBCTA or the local jurisdictions. It only permits inclusion of the project into the SBCATP database, which would enable the projects from the cities to be eligible for funding under the State's ATP and other related funding.

### **B.** ATP Data Update Procedure

To reflect the growing need by local agencies and stakeholders for more timely and accurate regional data in order to conduct their own planning on active transportation projects, SBCTA staff recommends the Board adopt a data update procedure that would authorize SBCTA staff to make technical corrections to the data only as necessary for this plan in order to more timely reflect the existence of completed and/or in use active transportation facilities. The term 'technical corrections' here would mean that SBCTA staff would update data in-between formal adoptions to more timely reflect the status and/or extent of a previously approved active transportation projects. The periodic technical updates will only reflect the current existing bike/pedestrian facilities and will not include any proposed or prioritized routes. Any future proposed routes or prioritization of the routes will still be brought before the SBCTA Board for adoption. Detailed scenarios as to when these technical updates would be applied are outlined in Attachment A.

### Financial Impact:

This item has no impact on Fiscal Year 2020/2021 Budget.

San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 3

# Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020.

# Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: September 2, 2020
Witnessed By:

# Attachment A



# **Active Transportation Plan**

Plan Update Report 2020 Adoption Year



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# **Introduction & Summary of Data Changes**

### Introduction

The San Bernardino County Transportation Authority's Active Transportation Plan (SBCATP) focuses on the infrastructure projects used by local agencies throughout San Bernardino County to encourage residents, businesses, and visitors to utilize active transportation modes as part of larger initiatives to promote the use of multimodal transportation strategies. The purpose of this report then is to provide a high level overview of active transportation data changes between the last adopted plan (formally known as the Non-Motorized Transportation Plan, or NMTP) on June 2018 and the proposed updates for August 2020 adoption. Projects fall within at least one the following categories:

- → Regional multi-use pathways (a route whose traffic is shared only between bicyclists and pedestrians).
- **⊃** Bicyclist facilities (ex. bike lanes/routes or lockers/racks).
- Sidewalk improvements and/or installation (ex. install/maintenance of ADA devices or widening sidewalks).
- → Improving pedestrian/bicyclist access to transit (at bus stops, Metrolink stations, and/or transit centers).
- ➡ Enhancing the pedestrian/bicyclist experience around a local community point(s) of interest or a school(s) (with school sites usually serving primary grade levels, but can also serve secondary grade levels, trade schools, and/or higher education sites).

These data updates were requested of local agencies during the late Spring of 2020 by SBCTA for inclusion in the SBCATP so local agency's pursuing State active transportation funds have their projects recognized by a regional planning agency. Therefore, as participation by local agencies to provide SBCTA project data is mostly voluntary, not all agencies may be represented in this report, or the adopted SBCATP. However, a local agency not represented in the SBCATP may still have a local active transportation plan or initiatives.

# **Summary of Data Changes**

Data updates were accepted as is, though some extents and/or attributed may not have been changed in order to coincide with the adoption of projects occupying similar geographic extents, or with similar attributes and in some cases as well, these data may not reflect the most current conditions. Overall, changes to the SBCATP include:

	# of Jurisdictions Proposing Changes	Qty. of Proposed Changes (approx.)	New countywide Totals (approx.)
Now Existing Bikeways	7	25 MILES	<b>2,700</b> miles
Planned Bikeways	11	<b>200</b> MILES	2,800 MILES
Pedestrian Points of Interest	6	44 SITES	<b>192</b> SITES
Safe Routes to Schools	6	40 SITES	<b>102</b> SITES
Sidewalks	8	15 MILES	17,130 MILES

In addition to these changes, the SBCATP proposes for inclusion th following new active transportation facility categories:

	# of Jurisdictions Proposing Changes	Qty. of Proposed Changes (approx.)
Pedestrian Corridors	2	32 SITES
Engineering Recommendations	6	>1,190 FIXES

# **Bicycle Facilities**

# **Existing Paths**

Shows bikeway miles by class and SBCATP adoption year, sorted by jurisdiction.

Table entries highlighted blue show miles added between SBCATP adoption years for corresponding jurisdiction.

						Clas	S					
		1			Ш			Ш			<u>IV</u>	
	2018	2020	Miles Added	2018	2020	Miles Added	2018	2020	Miles Added	2018	2020	Miles Added
Apple Valley	13.76	13.76	0.00	24.16	24.16	0.00						
Barstow				0.00	3.11	3.11	0.00	0.34	0.34			
Big Bear Lake	1.87	1.87	0.00	3.35	3.35	0.00	12.72	13.03	0.31			
Chino	3.21	3.21	0.00	21.99	21.99	0.00	2.64	2.64	0.00			
Chino Hills				21.88	21.88	0.00						
Colton	7.27	7.27	0.00	5.85	5.85	0.00	13.70	13.70	0.00			
Fontana	21.60	21.60	0.00	32.15	32.15	0.00						
Grand Terrace				3.21	3.21	0.00	0.50	0.50	0.00			
Hesperia	2.33	2.33	0.00	38.11	38.11	0.00						
Highland	7.93	7.93	0.00	25.01	26.51	1.50						
Loma Linda	5.77	5.77	0.00	10.13	10.13	0.00	0.28	0.28	0.00			
Montclair	0.86	0.86	0.00	1.88	1.88	0.00						
Ontario	3.99	3.99	0.00	8.66	8.66	0.00	3.15	3.15	0.00			
Rancho Cucamonga	14.63	14.28	-0.35	59.52	71.13	11.61	39.73	32.52	-7.21	0.00	0.44	0.44
Redlands	5.49	5.49	0.00	23.35	23.35	0.00	11.99	11.99	0.00			
Rialto	1.25	2.62	1.37	10.19	15.42	5.23	0.00	1.36	1.36			
San Bernardino	2.56	2.56	0.00	14.84	15.06	0.22						
Twentynine Palms	9.88	10.06	0.18	7.65	8.12	0.47	0.25	0.00	-0.25			
Unincorporated	6.66	6.66	0.00				4.42	4.42	0.00			
Upland	6.33	6.33	0.00	21.47	21.47	0.00	12.19	12.19	0.00			
Victorville	4.51	4.51	0.00	17.68	17.68	0.00						
Yucaipa	2.06	2.06	0.00	23.89	23.89	0.00	2.85	2.85	0.00			
Yucca Valley							22.88	21.17	-1.71			

Notes: Blank entries indicate no data available. Negative 'Miles Added' indicate decrease in total miles from previous adoption year to current for facility type.

# **Proposed Path Additions**

Shows bikeway miles by class and SBCATP adoption year, sorted by jurisdiction.

Table entries highlighted blue show proposed miles added between SBCATP adoption years for corresponding jurisdiction.

						Clas	S					
		1			П			Ш			<u>IV</u>	
	2018	2020	Miles Added	2018	2020	Miles Added	2018	2020	Miles Added	2018	2020	Mile Adde
Adelanto				4.6	4.6	0.0	0.0	0.3	0.3			
Apple Valley	51.6	50.9	-0.7	52.0	52.0	0.0	14.4	14.4	0.0			
Barstow	0.0	5.4	5.4	37.1	31.0	-6.1	0.0	7.7	7.7	0.0	2.0	2.
Big Bear Lake	9.4	9.4	0.0	33.6	33.3	-0.3	7.0	7.0	0.0	0.0	0.3	0.
Chino	21.2	21.2	0.0	32.2	32.2	0.0						
Chino Hills				7.8	7.8	0.0	4.8	4.8	0.0			
Colton				18.0	18.0	0.0	2.1	2.1	0.0			
Fontana	19.9	19.9	0.0	87.5	87.5	0.0	19.0	19.0	0.0	5.5	5.5	0.
Grand Terrace	1.8	1.8	0.0	7.0	7.0	0.0	0.6	0.6	0.0			
Hesperia	25.9	25.9	0.0	69.0	69.0	0.0	14.9	14.9	0.0			
Highland	13.5	13.5	0.0	11.7	11.8	0.2	4.3	1.4	-2.9			
Loma Linda				3.6	3.6	0.0						
Montclair	3.1	3.1	0.0	12.0	12.0	0.0						
Needles	8.8	8.8	0.0	5.2	5.2	0.0						
Ontario	63.4	63.4	0.0	37.0	37.0	0.1	19.2	21.3	2.1	14.7	14.7	0.
Rancho Cucamonga	18.3	12.4	-5.9	57.6	41.1	-16.6	15.2	13.6	-1.7	0.0	9.0	9.
Redlands	22.1	22.1	0.0	51.5	51.5	0.0	29.3	29.3	0.0			
Rialto	3.3	9.4	6.1	38.5	42.7	4.2	10.3	54.8	44.5	0.0	1.8	1.
San Bernardino	41.7	43.0	1.4	60.3	68.7	8.4	0.9	0.9	0.0			
SANBAG	10.1	10.1	0.0									
Twentynine Palms	23.7	24.0	0.2	10.3	21.4	11.1	0.5	1.7	1.2			
Unincorporated	22.8	22.8	0.0	291.1	376.3	85.2	214.2	213.2	-1.0			
Upland	3.1	3.1	0.0	18.5	18.5	0.0	1.6	1.6	0.0			
Victorville	60.1	60.1	0.0	121.3	121.3	0.0	49.9	49.9	0.0			
Yucaipa				18.1	18.1	0.0	13.1	13.1	0.0			
Yucca Valley	6.3	10.1	3.8	35.9	41.4	5.5	0.6	1.7	1.1			

Notes: Blank entries indicate no data available. Negative 'Miles Added' tabulations indicate decrease in total miles from previous adoption year to current for facility type. Some jurisdictions with less than 0.01 miles added may be highlighted and showing 0.0 in the 'Miles Added', due to rounding by reporting software.

# **Pedestrian Points of Interest**

Shows number of point sites and linear corridors by ATP adoption year, sorted by jurisdiction.

Table entries highlighted blue show sites added between SBCATP adoption years for corresponding jurisdiction.

### **Sites**

	2018	2020	Total Sites
Adelanto	4	0	4
Apple Valley	7	1	8
Barstow	5	0	5
Big Bear Lake	8	2	10
Chino	5	0	5
Chino Hills	8	0	8
Colton	5	0	5
Fontana	8	0	8
Grand Terrace	6	0	6
Hesperia	8	0	8
Highland	8	0	8
Loma Linda	4	0	4
Montclair	5	0	5
Needles	2	0	2
Ontario	13	0	13
Rancho Cucamonga	6	0	6
Redlands	9	0	9
Rialto	8	33	41
San Bernardino	6	0	6
Twentynine Palms	4	1	5
Unincorporated	1	3	4
Upland	3	0	3
Victorville	3	0	3
Yucaipa	9	0	9
Yucca Valley	3	4	7

### **Corridors**

	2018	2020	Total Corridors
Barstow	0	7	7
Rialto	0	25	25

Notes: Jurisdictions not listed indicates no data available.

# **Safe Routes to Schools**

Shows number of point sites by ATP adoption year, sorted by jurisdiction.

Table entries highlighted blue show sites added between ATP adoption years for corresponding jurisdiction.

### **Sites**

	2018	2020	Total Sites
Adelanto	4	0	4
Barstow	3	7	10
Big Bear Lake	2	0	2
Chino Hills	2	0	2
Colton	0	3	3
Fontana	2	1	3
Grand Terrace	4	0	4
Hesperia	4	0	4
Highland	2	0	2
Montclair	2	0	2
Needles	3	0	3
Ontario	3	0	3
Rancho Cucamonga	3	0	3
Redlands	3	0	3
Rialto	4	25	29
San Bernardino	4	0	4
Twentynine Palms	3	0	3
Unincorporated	5	2	7
Upland	3	0	3
Victorville	2	0	2
Yucaipa	1	0	1
Yucca Valley	3	2	5

Notes: Jurisdictions not listed indicates no data available.

### **Sidewalk Facilities**

# **Existing**

Shows miles of sidewalk (and some walkways not paved) and all crosswalk types, sorted by jurisdiction.

Table entries are as is for corresponding jurisdiction for August 2020 adoption year.

### **Incorporated Jurisdiction**

### Sidewalks Crosswalks Adelanto 120.55 1.40 Apple Valley 74.03 2.87 Barstow 120.86 3.23 Big Bear Lake 11.54 0.47 Chino 360.29 9.66 Chino Hills 297.91 5.82 Colton 191.47 5.40 Fontana 767.53 18.84 **Grand Terrace** 43.15 1.16 3.08 Hesperia 126.68 Highland 184.79 3.81 Loma Linda 89.11 2.03 Montclair 130.67 4.28 Needles 30.96 0.89 656.62 Ontario 18.88 Rancho Cucamonga 710.75 16.23 8.33 Redlands 366.95 Rialto 399.06 9.19 San Bernardino City 725.71 20.26 Twentynine Palms 28.21 0.87 Unincorporated 196.48 5.74 Upland 342.77 11.05 Victorville 534.00 7.15 Yucaipa 2.93 145.83 Yucca Valley 14.40 1.25

### **Unincorporated: Census Designated Places (CDP)**

	Sidewalks	Crosswalks
Baker	1.19	0.06
Big Bear City	0.57	0.09
Big River	0.04	0.00
Bloomington	46.29	2.01
Bluewater	0.00	0.00
Cherry Valley	0.00	0.00
Crestline	0.74	0.14
Eastvale	5.20	0.31
Glen Avon	0.87	0.04
Highgrove	1.54	0.02
Homestead Valley	0.00	0.00
Joshua Tree	1.36	0.23
Lake Arrowhead	0.00	0.00
Lenwood	4.47	0.00
Lucerne Valley	0.00	0.00
Lytle Creek	0.06	0.01
Mentone	19.80	0.26
Morongo Valley	1.46	0.11
Mountain View Acres	0.31	0.04
Muscoy	4.00	0.35
Oak Glen	0.00	0.00
Oak Hills	1.59	0.32
Phelan	4.05	0.57
Pinon Hills	0.20	0.15
Running Springs	0.09	0.00
San Antonio Heights	4.29	0.02
Searles Valley	0.54	0.13
Silver Lakes	9.18	0.56
Spring Valley Lake	7.33	0.19
Wrightwood	1.18	0.13

Notes: 'Unincorporated' jurisdiction indicates sidewalk extents not captured within a CDP.

# **Proposed Walkway Additions**

Shows miles of proposed sidewalk and all crosswalk types, sorted by jurisdiction.

Table entries are as is of proposed miles added for corresponding jurisdiction for August 2020 adoption year.

### **Jurisdictions**

	Sidewalks	Crosswalks
Adelanto	0.12	
Barstow	1.31	0.51
Big Bear Lake	0.18	
Rialto	14.17	1.62
San Bernardino	0.35	
Twentynine Palms	0.29	0.10
Unincorporated	0.22	0.14
Yucca Valley	0.68	0.13

Notes: Jurisdictions not listed and blank entries indicate no data available. Mileage also includes changes to existing sidewalk infrastructure.

# **Engineering Recommendations**

Shows number of point fixes by recommendation type, sorted by jurisdiction. Table entries are as is for corresponding jurisdiction for August 2020 adoption year.

### **Jurisdictions**

	Туре					
	ADA Improvement	Signs-Signals	Pavement Markings	Sidewalk Enhancing	Transit Improvement	Other
Adelanto	5					
Barstow	44	121	17	29	1	18
Rialto	425	20	3	1	17	1
Twentynine Palms	47	68	33	16	6	3
Unincorporated	25	63	42	9		8
Yucca Valley	114	21	20	11	4	2

Notes: Blank entries indicate no data available.

# Plan Format Restructuring & Technical Data Changes Procedure

# **Plan Format Restructuring**

The format restructuring of the NMTP to become the SBCATP reflects growing consensus among policy-making bodies and stakeholders that an "active transportation plan" (ATP) better acknowledges both the infrastructure projects and programming initiatives used by agencies to encourage people to utilize active transportation modes as part of larger initiatives to promote the use of multimodal transportation strategies.

This restructuring also reflects the diversification of mediums used to make more digestible to the public these types of longitudinal plans. For the SBCATP, the primary medium will become the Active San Bernardino Data dynamic data story website (at gosbcta.com/activesanbernardino) that was previously received-and-filed by the Board April 2020. With changing technology, staff felt strongly that the SBCTA Board should approve the data behind any static maps and pdf documents that may be created and distributed with SBCATP data rather than a redlined version of a SBCATP pdf document. However, even with this shift to this medium, SBCTA will still ensure that access to pdf plans are made available upon request.

As before with the NMTP, the SBCATP will continue to detail the plans and policies for encouraging utilization of active transportation modes, the guidelines for developing non-motorized infrastructure, and the implementation priorities for regional projects. Conformity to this digital SBCATP will not change the eligibility requirements of the State of California for local jurisdictions in receiving grant funds.

# **Technical Data Changes Procedure**

To reflect the growing need by local agencies and stakeholders for more timely and accurate regional data in order to conduct their own planning on active transportation projects, SBCTA staff recommends the Board adopt a data update procedure that would authorize SBCTA staff to make technical corrections to the data only as necessary for this plan in orde to more timely reflect the existence of completed and/or in use active transportation facilities.

Performing a technical correction would only occur in two instances. either:

The local jurisdiction made a request to SBCTA staff to make the correction, or

The local jurisdiction confirms that a correction is warranted as reported by a stakeholder to the local jurisdiction.

Scenarios as to when a technical correction would be eligible includes:

- Scenario A: If a previously adopted planned facility has had part of its planned extent or parts completed, while the remaining planned extent or parts remains unchanged from when last adopted
- Scenario B: If a previously adopted planned facility has had all of its extents or parts, as previously planned on last adoption, completed.

Scenarios as to when a technical correction would not be eligible includes:

- Scenario A: If a facility, existing or planned, was missing from the SBCATP and it was also not previously identified in the NMTP at last adoption, either as planned or existing. The addition of a missing facility would require the Board to approve its inclusion into the SBCATP.
- Scenario B: If a facility is changing status from existing to planned, regardless if the extents and/or components remain the same. The change of a facility from an existing status to a planned one would suggest a complete redesign of the facility and/or service, which could affect costs, and therefore would require the Board to approve its change in the SBCATP.
- Scenario C: If a planned facility is changing its start and/or ending points, or its overall extent coverage. This change of extent and/or coverage could affect cost, class, and/or type of facility and/or service, and therefore would require the Board to approve its change in the SBCATP.

- Scenario D: If an existing facility's extents and/or coverage is changing its start and/or ending points, or its overall extent coverage This change could reflect an increase/decrease in accessing a facili or service and therefore would require the Board to approve its change in the SBCATP.
- Scenario E: If a previously existing facility changes class or type (i.e. Class I bike path to Class II bike lane), even if the facility's extents and/or coverage remains unchanged. This change could reflect an increase/decrease in accessing a facility or service and therefore would require the Board to approve its change in the SBCATP.

# **Public Art Design Guidelines for Active Transportation Placemaking**

In an effort to creatively promote awareness and sustained use of active transportation choices in communities, SBCTA staff is incorporating into the SBCATP the strategy of placemaking that leverages public art installations as a mechanism to generate community interest in active transportation.

With this strategy, urban/community planners consider public art as a reflection of community identity as made up by its shared values. As such, when the community creates spaces that portray or identify the shared values using art installations on active transportation facilities, and/or along active transportation routes and/or corridors, the community is likely to leverage more frequently active transportation modes of travel since those facilities would kindle community connections as expressed in their public art installations.

This strategy of leveraging public art for active transportation facilities is being incorporated into the SBCATP as a design guideline, which allows for individual active transportation projects or programming initiatives the flexibility to determine if a public art strategy would work well with their individual context. This was a similar approached outlined in the Morongo Basin Active Transportation Plan (MBATP), from which those design guidelines have been incorporated in this report after the 'Overview Maps of Changes' section in the Appendix.

# **Appendix**

### **Definition of Report Terms**

Unless defined elsewhere in this report, the following terms are defined as follows:

Bicycle Path Classes – A classification system defined by Caltrans to identify bikeway types based on how its features separate bicyclists from vehicular traffic on roadways. These class definitions are summarized by SBCTA's Data Management Office:

Class I: Commonly known as a "multi-use path," this completely separates bicyclists from the roadway grade. Typically these paths have their own right-of-way, or can share a right-of-way with another facility (ex. utilities, waterways, former rail lines). These paths also allow for walking within the same traffic flow as bicycles. Unless noted by local ordinance, these paths are not considered sidewalks, even if they abut with a roadway's edge.

Class II: Commonly known as a "bike lane," this type has bicyclists share the roadway grade with vehicular traffic, but typically leverages pavement markings to delineate within the roadway where traffic flow is best suited for bicyclists and vehicles, though vehicles may be permitted to use a bike lane as a limited path of travel (ex. emergencies, temporary parking, or right-hand turn lane).

Class III: Commonly known as a "bike route," this type has bicyclists share the roadway grade with vehicular traffic and typically permits bicycles to use the same path of travel as vehicles. These are marked usually with signage and occur along roadways with slower vehicle speeds or limited vehicle traffic flow (ex. roadways into neighborhoods off of major arterials or collectors).

Class IV: Commonly known as a "bike track," this type has bicyclists share the roadway grade with vehicular traffic, but typically leverages permanent physical barriers to delineate within the roadway where traffic flow is for bicyclists only and the remaining for vehicles. Unlike a Class I path, where a separate right-of-way could allow for separate traffic control devices to regulate how Class I paths cross vehicular traffic, Class IV typically follows the same traffic control devices as those for vehicles to regulate its own traffic flow.

Engineering Recommendations – A classification system defined by SBCTA Data Management Office for the purposes of generalizing recommendations to improve the pedestrian experience that were mapped using a GIS and contain varying attributes to indicate the type of engineering for a location:

ADA Improvement: Relates to the installation or maintaining of devices on or near pedestrian infrastructure identified by ADA statue as allowing people with varying access and functional needs to utilize the same pedestrian infrastructure without burden that otherwise would not be possible without such a device (ex. curb ramp, auditory crosswalk notifications).

Pavement Markings: Relates to the installation or maintaining of painted symbols on roadways in order to draw attention to vehicular traffic that it's entering an area near the roadway with increased pedestrian activity (ex. high visibility crosswalk).

Other: Relates to the installation or maintaining of devices and/or painted symbols that could not have been covered by another categorization. Recommendations that fall here are typically due to the original data source not indicating what specifically the engineering recommendation was but still provided a geography that some sort of recommendation was being made.

Sidewalk Enhancing: Relates to the installation or maintaining of a specific pedestrian infrastructure design feature which helps separate vehicular traffic flow from pedestrian activity abutted to a roadway (ex. curb extension, pedestrian island). This type of enhancement is not considered the same as widening or installing a sidewalk, as this specific type or engineering mentioned here is concentrated to a singular location (whereas the proposed sidewalk additions in this report typically traverse linearly from a start point to an end point).

Signs-Signals: Relates to the installation or maintaining of devices near or over roadways in order to draw attention to vehicular traffic that it's entering an area near the roadway with increased pedestrian activity (ex. flashing crosswalk lights, speed indication radar signage).

Transit Improvement: Relates to the installation or maintaining of devices at or near a transit stop that would allow pedestrians and bicyclists to access a transit system without burden that otherwise would not be possible without such a device (ex. bus shelter/bench, bike lockers, lighting). These improvements are not considered the same as an ADA Improvement.

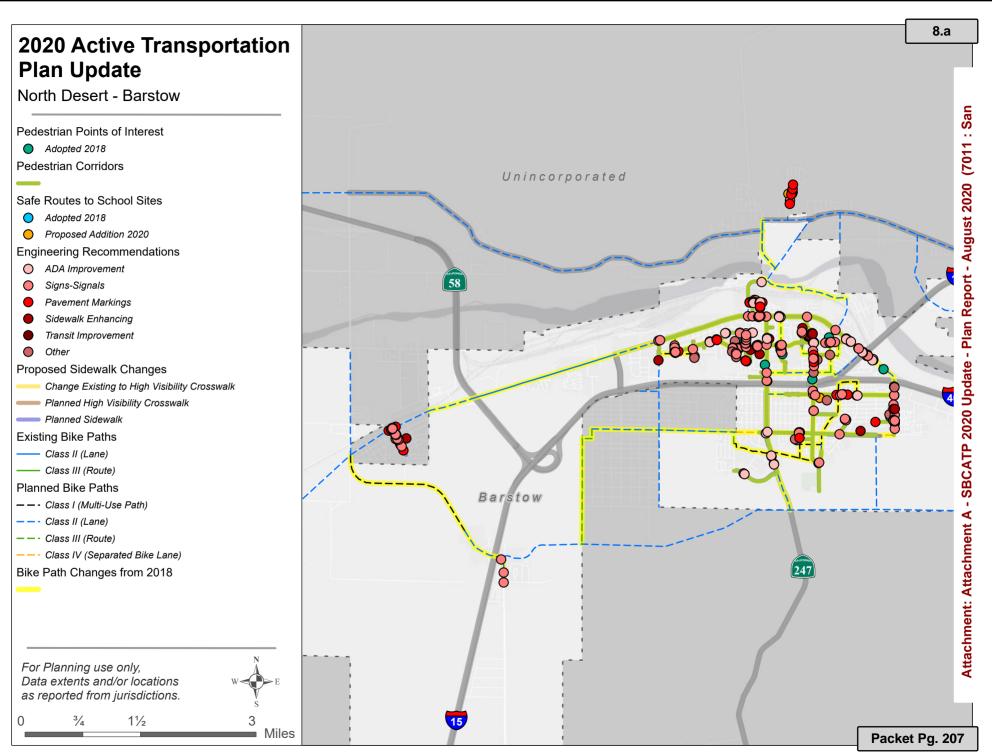
Pedestrian Point of Interest – A geographic feature or area identified usually by a local community to have 1). a significant amount of current pedestrian activity and/or 2). is considered to have enough communal significance which could benefit from building additional infrastructure to increase pedestrian activity (ex. shopping centers, community centers, religious sites, recreation sites, high-density residential units, government services). Though a school site would already typically have a significant amount of pedestrian activity, schools sites are specifically covered under another program, Safe Routes to School. More information on pedestrian points of interest can be referenced from SBCTA's Points of Interest Pedestrian Plan (PIPP).

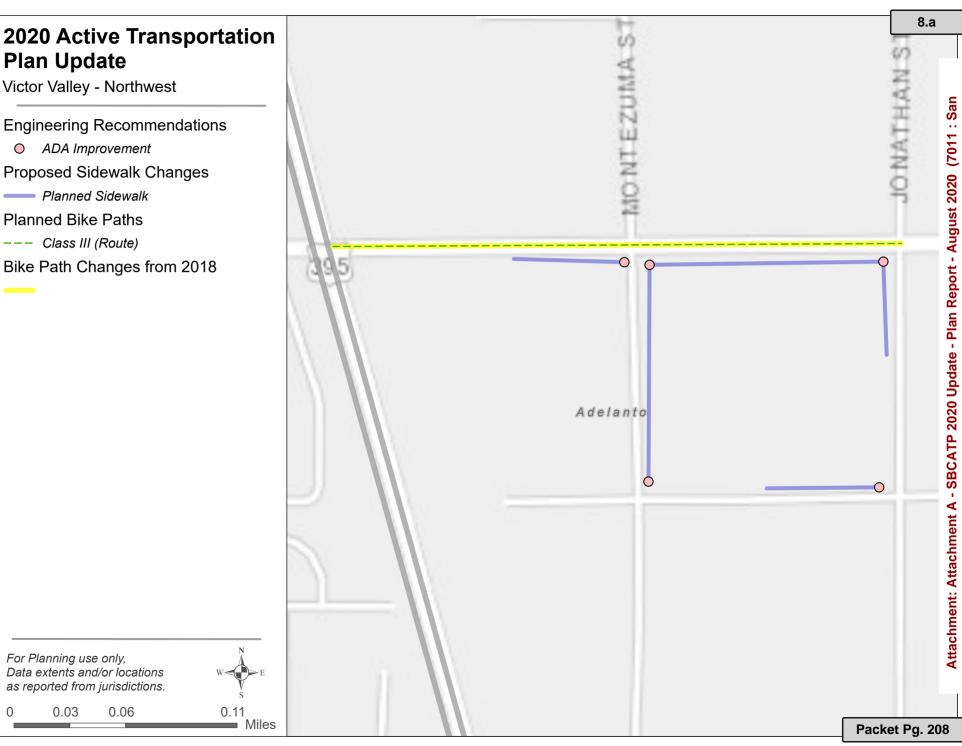
Corridor: Same as a point of interest, only the geographic feature is linear, usually connecting points of interest to each other, or acting as a collector of sorts for pedestrian activity to occur.

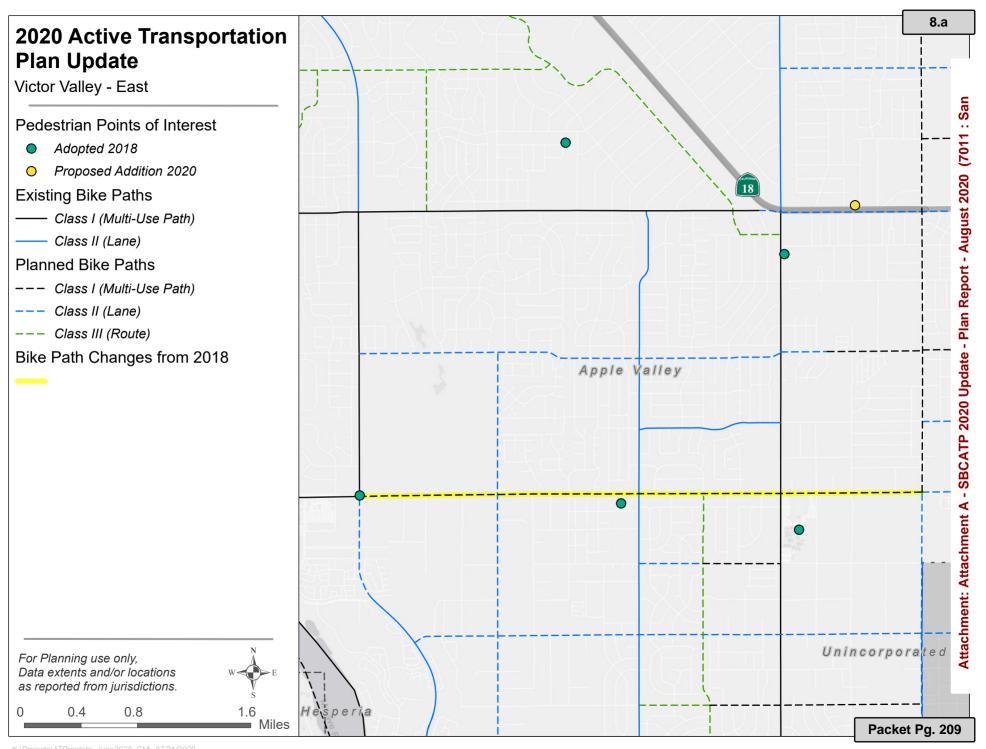
Safe Routes to School – A geographic area surrounding an education site identified usually by a local community to have 1). a significant amount of current pedestrian commuting activity and/or 2). is considered to have enough communal significance which could benefit from building additional infrastructure to increase pedestrian commuting activity. Though a school site could be considered a pedestrian point of interest, they may have specific funding sources and engineering recommendations that are better managed under this program. More information on these safe routes can be referenced from SBCTA's Safe Routes to School Plan (SRTS).

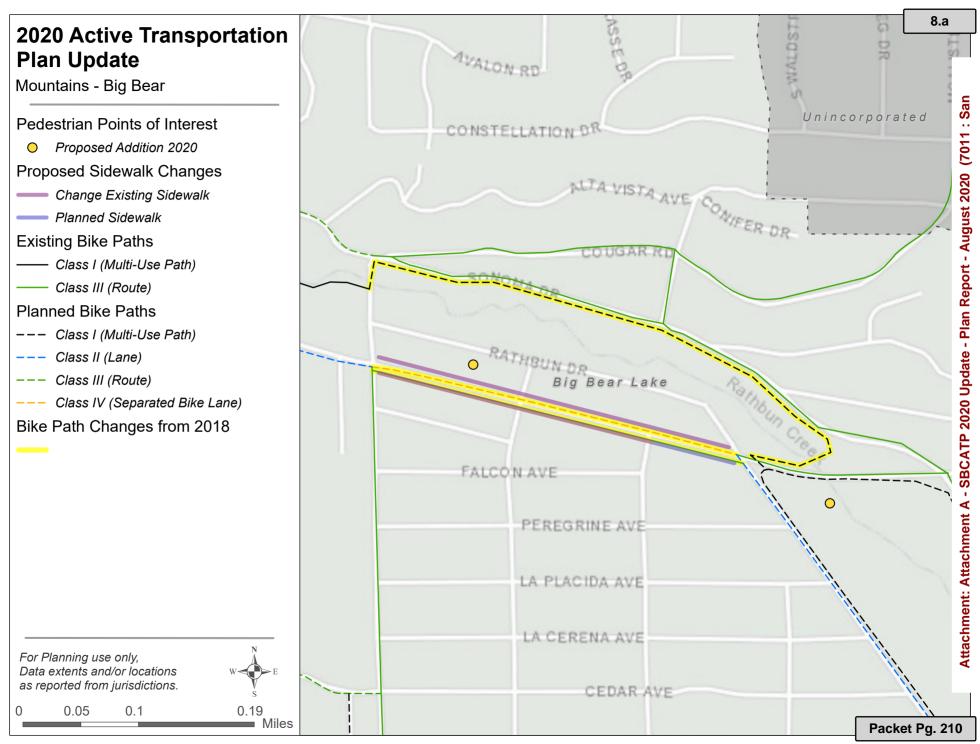
## **Overview Maps of Changes**

The following maps provide a high level overview as to the proposed data changes outlined above. More detailed maps of these proposed changes are available upon request. Otherwise, once adopted these data shown in these maps will also be published to SBCTA's web GIS applications as interactive content for further exploration by the public.









# **2020 Active Transportation Plan Update**

Valley - West

### Pedestrian Points of Interest

Adopted 2018

### Safe Routes to School Sites

O Adopted 2018

### **Existing Bike Paths**

- ---- Class I (Multi-Use Path)
- ---- Class II (Lane)
- ---- Class III (Route)

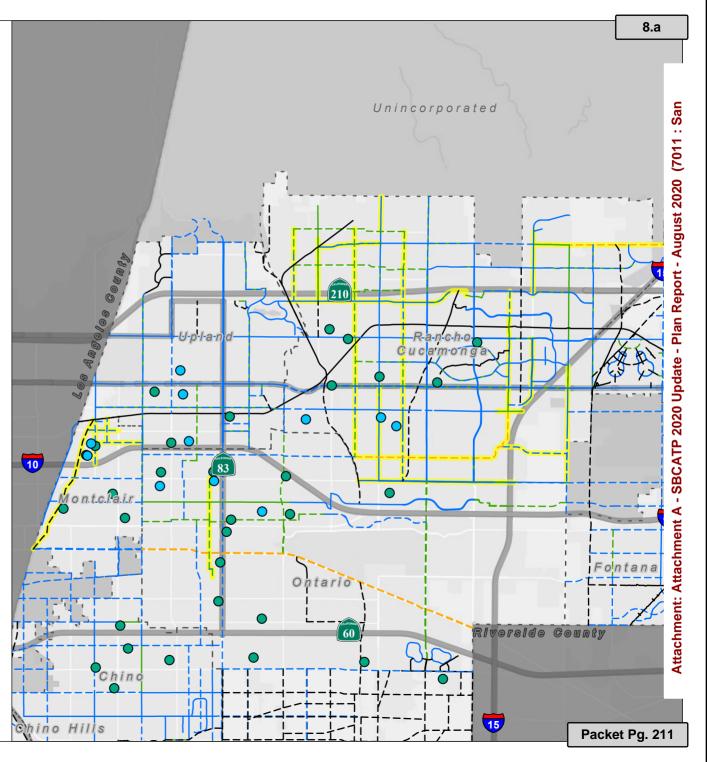
### Planned Bike Paths

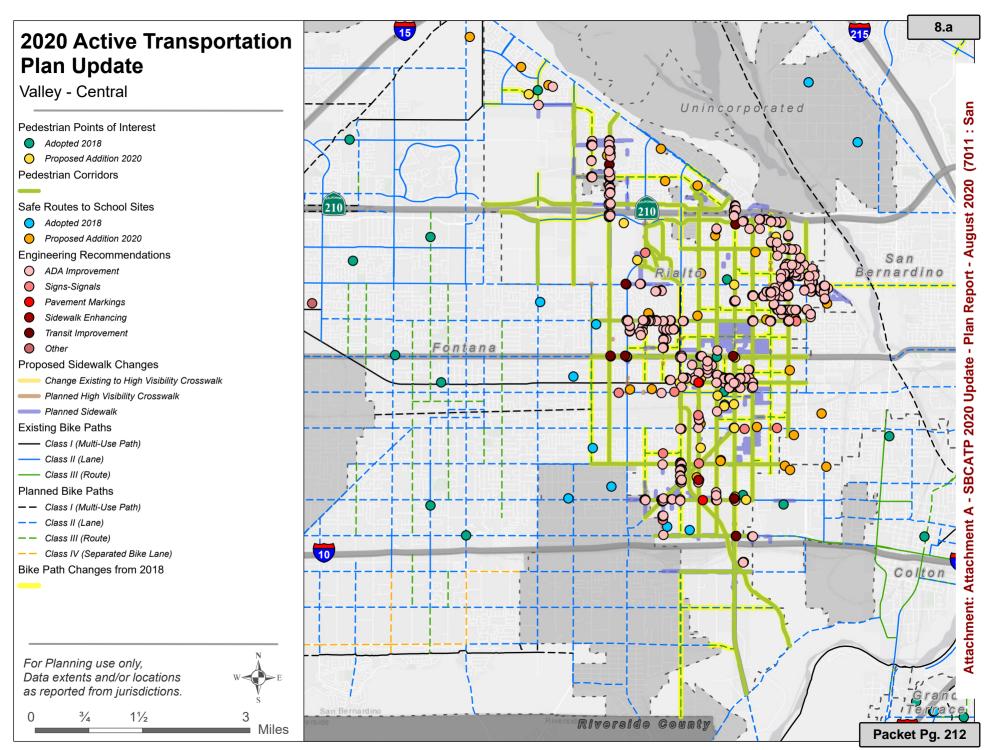
- --- Class I (Multi-Use Path)
- --- Class II (Lane)
- --- Class III (Route)
- --- Class IV (Separated Bike Lane)

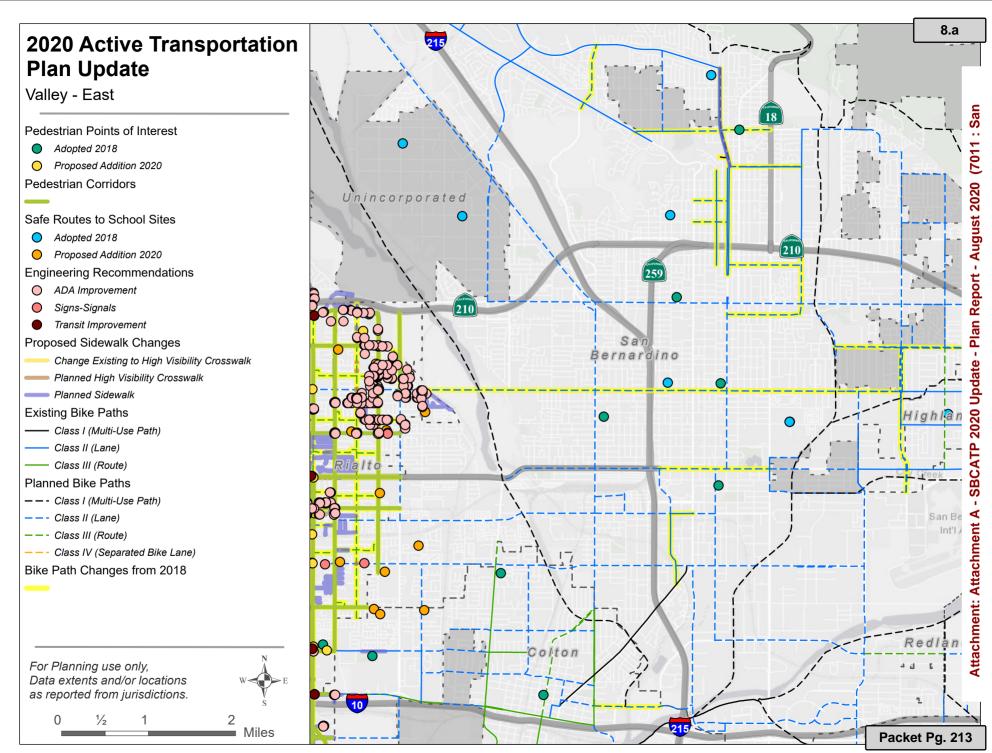
Bike Path Changes from 2018

For Planning use only,
Data extents and/or locations
as reported from jurisdictions.

0 1 2 4
Miles







# **2020 Active Transportation Plan Update**

Valley - Far Northeast

Pedestrian Points of Interest

Adopted 2018

Safe Routes to School Sites

O Adopted 2018

**Existing Bike Paths** 

---- Class I (Multi-Use Path)

— Class II (Lane)

Planned Bike Paths

--- Class I (Multi-Use Path)

--- Class II (Lane)

--- Class III (Route)

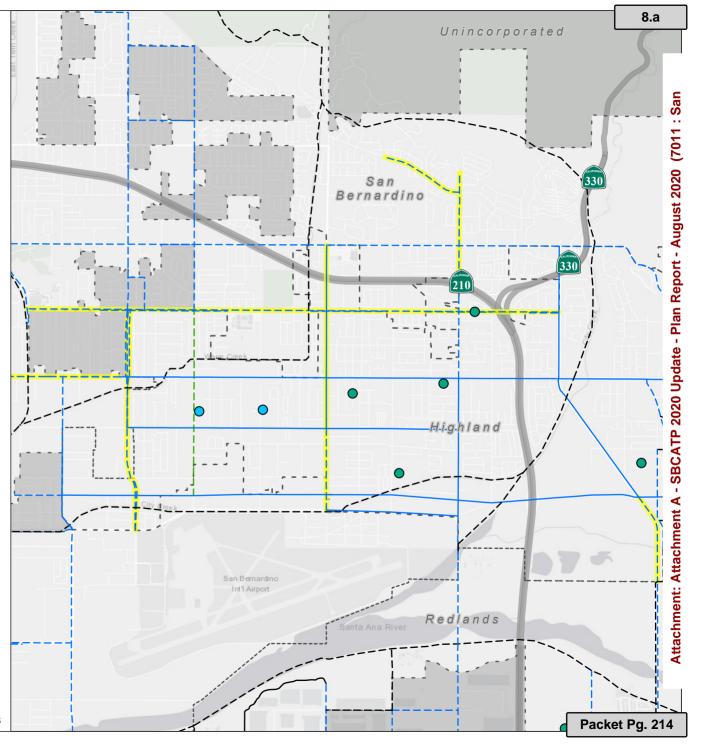
Bike Path Changes from 2018

For Planning use only, Data extents and/or locations as reported from jurisdictions.

0.42

0.85

W S E S Miles



Attachment: Attachment A - SBCATP 2020 Update - Plan Report - August 2020 (7011: San

# Unincorporated

Riverside County

# 2020 Active Transportation Plan Update

Morongo Basin - Twentynine Palms

### Pedestrian Points of Interest

- Adopted 2018
- O Proposed Addition 2020

### Safe Routes to School Sites

Adopted 2018

### **Engineering Recommendations**

- ADA Improvement
- Signs-Signals
- Pavement Markings
- Sidewalk Enhancing
- Transit Improvement
- Other

### **Proposed Sidewalk Changes**

- Change Existing to High Visibility Crosswalk
- Planned High Visibility Crosswalk
- Planned Sidewalk

### **Existing Bike Paths**

- ---- Class I (Multi-Use Path)
- Class II (Lane)

### Planned Bike Paths

- --- Class I (Multi-Use Path)
- --- Class II (Lane)
- --- Class III (Route)

Bike Path Changes from 2018

For Planning use only, Data extents and/or locations as reported from jurisdictions.



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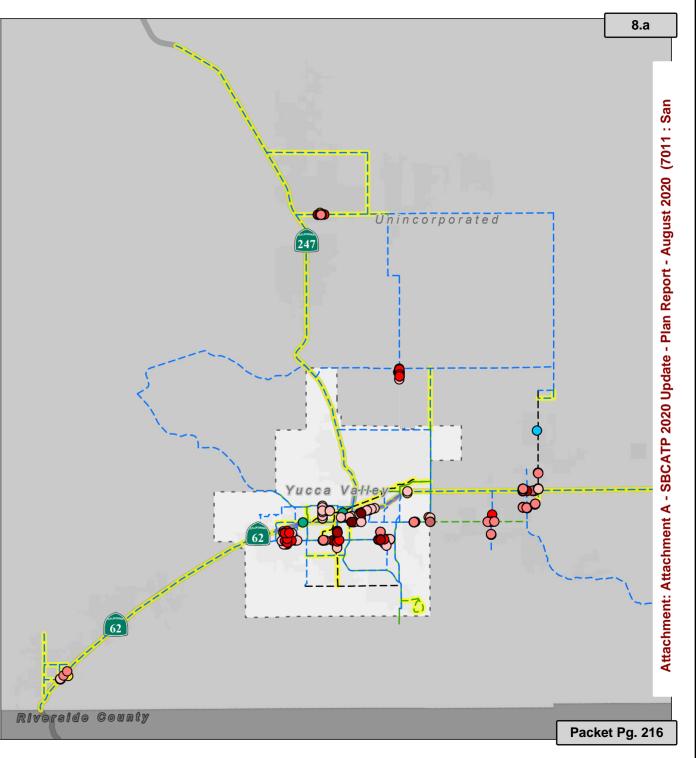
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Packet Pg. 215

# **2020 Active Transportation Plan Update** Morongo Basin - Yucca Valley Pedestrian Points of Interest Adopted 2018 Proposed Addition 2020 Safe Routes to School Sites Adopted 2018 Proposed Addition 2020 **Engineering Recommendations** ADA Improvement Signs-Signals Pavement Markings Sidewalk Enhancing Transit Improvement Other Proposed Sidewalk Changes Change Existing to High Visibility Crosswalk Planned High Visibility Crosswalk ---- Planned Sidewalk **Existing Bike Paths** Class I (Multi-Use Path) Class III (Route) Planned Bike Paths --- Class I (Multi-Use Path) -- Class II (Lane) --- Class III (Route) Bike Path Changes from 2018 For Planning use only, Data extents and/or locations as reported from jurisdictions. $1\frac{3}{4}$ 31/2



# 2.4. PUBLIC ART-RELATED OUTREACH & ENGAGEMENT

The Morongo Basin is a unique place with a thriving local artistic community that includes artists and artisans ranging from lifelong learners to internationally known Guggenheim Fellows. It also hosts numerous cultural and arts organizations, which organize a variety of arts, dance, theatre, and music events and festivals that serve local residents and tourists alike throughout the year. The extreme environment is celebrated by the community and often plays a central role in the creative work taking place in the area. This distinct culture has resulted in an extraordinarily rich artistic environment which faces sudden challenges in the midst of rapid growth as more people relocate to this affordable Southern California region. Additionally, the Joshua Tree National Park has seen a rapid increase in visitors, drawing over 2.8 million visitors in 2017, a increase of nearly 340,000 from the year before.

To meet the needs of this growing area, increased infrastructure has emerged as a priority, including transportation and related amenities such as shade structures, bike lanes, sidewalks and lighting. Local artists provide a rich pool of talent to pull from in meeting the region's challenges with creative solutions. As part of the Plan, public-art related outreach and engagement was conducted to discover opportunities for the inclusion of creative placemaking in future projects and programming.





# **OUTREACH ACTIVITIES**

As part of the public art component associated with this Plan, the Project Team looked to local community groups and cultural events as potential resources for obtaining community feedback and input. In addition, the team discussed how the inclusion of local artists might provide the project with varied visibility and therefore greater feedback to the project.

The Project Team took two different approaches to the Plan's public art-related outreach. The first was to develop opportunities for local artists to be included in developing artworks associated with the goals of the project. A Request for Qualifications (RFQ) was issued to identify a local artist who could create a "zine" that illustrated walking and bicycling safety tips for students; and an artist who could create temporary wayfinding sculptures based on community artworks obtained through outreach activities.

The second element to the public art-related outreach included identifying and attending existing events in the community to discuss the team's cultural asset mapping efforts, conduct project surveys, and provide an overview of the Plan's goals and objectives. The Project Team engaged in conversations related to perceived

safety issues and desired amenities to help promote active transportation efforts. These events included the Twentynine Palms Soap Box Derby and Car Show, Copper Mountain Mesa Community Center, and Arts Connection Annual Conference at Copper Mountain College.

The San Bernardino County Cultural Asset Map, launched in 2015. continues to expand through conversations with the community and was used during this Plan's public art-related outreach activities. It is a living, interactive document that provides an overview of the existing cultural landscape within San Bernardino County. The map categories include: associations, institutions, outdoor sites, businesses, performing and visual arts groups and individual, festivals/events.

The process of identifying assets is achieved through staff research, crowdsourcing and community surveys. The accessibility of this information allows local civic and non-profit leaders to identify potential partnerships, encouraging the creation of new relationships and opportunities.

"Understanding the significant local assets and networks are a building block of community development, and extending that knowledge to arts and culture is vital. Identifying existing local cultural and creative assets can feed into a number of cultural-based revitalization efforts, from regional cultural plans to small cultural districts."

The Scenic Route | Transportation for America

# **COMMUNITY FEEDBACK**

As part of the initial step to the project's public art-related outreach, the Project Team utilized the Morongo Basin Active Transportation Plan Facebook page to engage the public on potential public art infrastructure ideas for the Plan. This included posting images of sample artistdesigned amenities like shade structures, lighting elements, artistic crosswalks, benches, bike racks, protected bike lanes, signage, and artworks integrated into roundabouts. These images were printed into a flip book and also used as references when the Project Team engaged with community members at outreach events.

During outreach events, the team used large-scale maps of the region to identify areas of concern. The community expressed pedestrian and bicyclist safety concerns on SR-62 as it continues to be increasingly used as an active transportation corridor. During the time of the outreach activities, there had been several traffic collisions on SR-62 near some of the notable cultural attractions. Numerous people mentioned the lack of safe pedestrian crossings near

Highway 62 Gallery and have vocally requested the County and Caltrans that new crosswalks be installed at the intersection of SR-62 and Sunset Road near the Natural Sisters Cafe.

Through the project's public artrelated outreach events, social media activity, and survey results, the community identified three main areas where local artists could contribute to the goals of the Plan.

- Artist-designed Enhanced Visual Crosswalks
- Artist-designed Amenities for Shade and Seating
- Artistically Enhanced Protected Bike Lanes / Paths

For more information on these elements or artistic enhancements, see Chapter 4's Creative Placemaking and Programming section.







# SAFE ROUTES TO SCHOOL ZINE

Local artist Matt Adams was selected for the creation of the Morongo Basin Active Transportation Plan Zine. The Zine, conceived as a youth-oriented visual and educational tool, promotes walking and bicycling safety within the region. Matt, a longtime resident of Yucca Valley, has produced several music festival and band posters as part of his professional illustration resume. His playful depictions of the unique flora, fauna and geography of the region made him the ideal local artist for this project.

Building upon Matt's artistic abilities and innately creative ideas, he participated in two Walking Safety Assessments (WSAs) to develop initial concepts for the Zine. These concepts were then translated into a series of sketches and text by Matt to form the basis of the Zine. To ensure that the project remained age-appropriate and depicted accurate existing conditions and ideal improvements as a part of this Plan, the Zine was reviewed by both the Project Team, PMT, and TAC throughout the development process. The final Zine was published online (available through Arts Connection's website and the project's Facebook page) and printed for distribution by the Project Team and artist. Matt Adams participated in WSAs at Twentynine Palms and Yucca Valley Junior High Schools.

Click the URL below to see the full Morongo Basin Active Transportation Plan Zine by Matt Adams:

https://issuu.com/me1022/docs/morongo\_basin\_active\_transportation



Matt J. Adams is an illustrator who has been hand drawing comics, logos, posters, and album covers for the last 15 years. He works and lives in Yucca Valley, CA with artistic ties to Los Angeles and San Francisco, where he used to reside. Matt worked alongside professional cartoonist and fine artist William Wray as an artist assistant for more than five years, learning valuable drawing and coloring techniques. He also attended the Laguna College of Art and Design for two years as well as learning various art skills and mediums at OCC, PCC and Laney College.

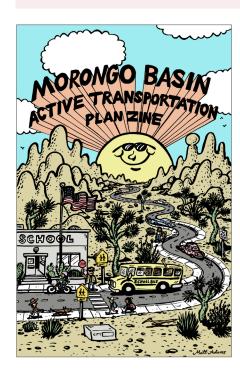




Figure 2.4.1. Morongo Basin Active Transportation Zine (Cover & 1st page). Illustrated by Matt Adams

### TEMPORARY WAYFINDING SCULPTURES

Local artist Joanna Keane Lopez was selected for the design and fabrication of the temporary wayfinding sculptures. This project included the artist developing a community engagement activity that would utilize participant artwork as a part of the wayfinding sculptures and provide time for in-depth engagement about key destinations, safety concerns, and types of public art they might like to see integrated into the Plan. Joanna is a recent resident to Yucca Valley and after having completed her Bachelor of Fine Arts (BFA) degree in Studio Arts at the University of New Mexico. Her 2017 project with T.I.M.E. (Temporary Installations Made for the Environment), was selected as one of the Projects for the Year by Americans for the Arts at their 2018 Public Art in Times of Change conference. With her experience with community and public art, Joanna was a great asset to the project's public art-related outreach.

The design of the wayfinding sculptures was inspired by vernacular roadside signage often constructed and placed by community members in rural areas. Joanna drew from her knowledge of the area, destinations on the Cultural Asset Map, and outreach input for the signs. She conducted four (4) community engagement activities at the Joshua Tree Music Festival, Joshua Tree Farmers Market, Sky Village Outdoor Marketplace, Second Saturday Night Gallery Openings. In Summer of 2018, Joanna installed the two temporary wayfinding sculptures at the following locations:

- Corner of Park Boulevard and SR-62 in Joshua Tree
- Near the 'Welcome to Twenthnine Palms' sign on SR-62

Each sign designated a place and the distance from that point to the destination itself.



Joanna Keane Lopez is an artist, designer and builder who works with large-scale installation and public art. Originally from Albuquerque, New Mexico, she graduated with a BFA in Studio Art and a second major in Spanish from the University of New Mexico, and now lives in the Morongo Valley. Joanna is a grant recipient of the Fulcrum Fund of The Andy Warhol Foundation for the Visual Arts and the Andrew W. Mellon Foundation and is an alumnus of Land Arts of the American West program.





Image 2.4.2. Temporary Wayfinding Sculpture. Designed by Joanna Keane Lopez



4.4.

# **CREATIVE PLACEMAKING**

# **& PROGRAMMING**

This section provides a set of public art-related elements often integrated as part of active transportation infrastructure.

The icons to the right categorize the relation of each element to either bicycle, pedestrian, or overall programming. Within each page, a description, benefits, photos, and example projects are summarized for these elements. The purpose of this toolbox is to provide inspiration for the types of projects that can help support pedestrian and bicycle infrastructure within the Morongo Basin with the inclusion of the local arts community.

# bicycle element



Bicycle-related public art includes artistically designed bike racks, trailheads, and possibly other bicycle amenities. These elements help integrate art into community, while supporting and promoting a healhty and bikeable environment.

# pedestrian element



This set of pedestrian-related public art includes artistic crosswalks, benches, shading, wayfinding etc. These elements can help enhance pedestrian visibility, improve pedestrian infrastructure, and create a community-inspired environment for walking and even taking transit.

# programming



The toolbox include a description for public arts programming in the form of commissioning artists and also artist-led community engagement. These programs have been used to integrate public art and local artists in larger active transportation projects to support walking and biking in a artistic and community-drive way.







bicycle

element



Artist designed bike racks can create playful and functional sculptural objects, contributing to the built environment.

**ARTISTIC BIKE RACKS** 

#### **BENEFITS:**

Artist designed bike racks are functional. They provide a unique sensibility to the community. Pedestrians and bicyclists notice these unusual forms and their presence reinforces active transportation activities. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the perception and functionality of their community.

#### **EXAMPLES**:

As part of the Metro Public Art Collection in Nashville, local artists were commissioned to design and fabricate unique bike racks as part of the city's green and healthy living initiative. The program has been rolled out in several communities over several years.



"Ground Ball" | Kristina Colucci | Nashville, TN



"Shelves" | Zach Duensing | Nashville, TN



"Microphone" | Franne Lee, Keith Harmon, and Mac Hill | Nashville, TN

#### PROTECTED BIKE LANES

Colorful embellished surfaces help with visibility and artists may choose to use reflective materials as part of their design concept for heightened visibility. Protected bike lanes with artistically designed elements can provide this type of visibility on roadways with high traffic volumes and in conflict zones.

#### **BENEFITS:**

These projects help to create a greater level of perceived safety for the pedestrian and car drivers. Protected bike lanes can be customized with paint and other relatively inexpensive materials. Some projects include minor landscape elements that are also artist designed to soften the look of this primarily concrete infrastructure. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the perception and functionality of their community.

#### **EXAMPLES**:

The New York City Department of Transportation's (NYC DOT) Barrier Beautification program funded the painting of protected bike lanes on Flushing Avenue. The program changes exhibits every 11 months and pays artists up to \$2,500. The Tactical Urbanist Guide provides a how to for the painting of concrete barriers at <a href="http://">http://</a> tacticalurbanismquide.com/materials/ concrete-iersey-barrier/.



Flushing Avenue Protected Bike Lanes | New York City, NY



"Face to Face" | Debra Hampton



**Debra Hampton holding stencil designs** 







pedestrian element

#### **ARTISTIC CROSSWALKS**

Artist designed crosswalks can be permanent or temporary. They provide visual cues to drivers and pedestrian with striking color and/or patterns, creating a unique visual marker in the built environment.

#### **BENEFITS**:

Crosswalk design can be reflective of a theme that is identified with the community and its visual attributes. Artist designed crosswalks are highly visible to cars and pedestrians.

Temporary crosswalks can bring special attention to areas where cars and pedestrians are learning new ways to interact safely. Artist crosswalks can also be used near schools and can involve students and the school community at large.

Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the overall perception and functionality of their community.



"Couleur Additive" | Carlos Cruz-Diez | Los Angeles, CA

picture credit: Jacob Fisher



"Grand Prix & Leopard Shard" | Hataya Tubtim | Long Beach, CA

picture credit: DLBA



Temporary Crosswalk | SCAG GoHuman Illuminate Riverside picture credit: KOA / Aurelio Campos

#### PEDESTRIAN SEATING

Artist designed seating is part of creating a unique look and feel to a place. Seating areas can consist of a single bench or a complete rest areas with landscape and shade elements.

#### **BENEFITS**:

Artist designed seating may employ a variety of materials. They can be singular sculptural objects or complete installations that include seating, shade and landscape. Seating installations are generally more noticeable and can reflect the character and visual sensibility of a community. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the overall perception and functionality of their community.

#### **EXAMPLES**:

As part of the replacement of bus shelters and seating areas by Long Beach Transit, local artist were asked to create benches and sculptural objects to be incorporated into bus stops. The program created uniquely designed street furniture which serves transit users better giving them areas for shelter and seating,

Phoenix artist, Kevin Berry, designed bus shelters on Goldwater Boulevard—one at Indian School Road and the other just south of Camelback Road. The project consists of two bus shelters with cast concrete benches. artist-designed trash receptacles, a privacy wall, and tree grates and guards.



"Couleur Additive" | Carlos Cruz-Diez | Los Angeles, CA

picture credit: Jacob Fisher



Goldwater Boulevard Bus Shelters | Kevin Berry | Phoenix, AZ







pedestrian element

#### **SHADE STRUCTURES**

Artistically designed shade structures are particularly important in areas of high intensity sun and wind. These structures can be incorporated with seating and landscape.

#### **BENEFITS**:

Provides pedestrians and bicyclists with places to rest on long journey. Provides shelter from heat, wind and cold. Gives pedestrians a feeling of security near busy roads. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the perception and functionality of their community.

#### **EXAMPLES**:

Bloomcanopy is a grouping of shade structures installed adjacent to Pierce Street Market in Downtown Phoenix. The piece was commissioned by the Phoenix Office of Arts and Culture. The shade structures were designed by Christopher Malloy of MAP.



"Bloomcanopy" | Christopher Malloy | Phoenix, AZ

#### WAYFINDING

Artist designed wayfinding is often conceived as a small art treasure hunt within a community. Designs can stand out by using atypical colors and shapes, or they may blend in by adopting the local vernacular and opt for employing a whimsical approach to the text.

#### **BENEFITS:**

Artist designed wayfinding projects have often been oriented towards cultural and historic destinations in the community. Artist designed wayfinding is a way to direct visitors to more eclectic and off the beaten track destinations. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the overall perception and functionality of their community.

#### **EXAMPLES**:

Matt Tomasulo is an artist located in Raleigh, North Carolina. He is a passionate entrepreneur, urban designer, and civic instigator focused on bucking the status quo to shape healthier, connected, and economically vital 21st century communities. His work is positioned yet playful, and ranges from public art to neighborhood development. Matt created Walk [Your City] (on Facebook and the web) and helps you boost your community's walkability, linking informational street signs for people with web-based campaign management and data collection to complement traditional approaches to wayfinding.





Walk [Your City] | Matt Tomasulo | Raleigh, NC







bicycle

pedestrian

element

#### **ARTISTIC STREETSCAPING**

Artist designed streetscapes may include traffic circles, bump-outs, median and designated pedestrian rest areas. They may be permanent, temporary, or mobile so that they may be placed in various locations.

#### **BENEFITS:**

These projects help to create a greater level of perceived safety and accommodation for pedestrians and bicyclists. They help to create visible, physical barriers from car traffic. When landscaped areas are combined with street furniture, they can be part of an overall strategy to promote active transportation and safety, and encourage community gathering enhancing opportunities for social, cultural and economic participation. Involvement of local artists in these projects create a greater sense of pride and allow for the arts community to contribute to the perception and functionality of their community.

#### **FXAMPLES:**

Located in the City of Laguna Beach, the streetscape renovation/ pocket park creation project is composed of a sculpture, a series of stools, and are-shaped and re-surfaced planter. The detailed cut out shapes of the sculpture and the mosaic details on the stool tops were inspired by the rich tide pool habitat of Laguna Beach located just a block away from the project site. The project was conceived by Shin Gray Studio in Los Angeles, California.

Commissioned by the Clark County's Department of Parks and Recreation, the County hired two internationally-known public artists, Barbara Grygutis of Tucson and Buster Simpson of Seattle, and rising Phoenix artist Kevin Berry. Planning, design and execution of this first major public art project by Clark County took seven years. It was dedicated in October, 2010. Instead of designing discrete artworks, the three-artist team together designed the necessary furniture for the trailheads and waysides and the layout and planting of the trailheads in partnership with landscape architectural firm J.W. Zunino and Associates. The artists designed the signs, benches, and shade shelters for the trailheads. They also rescued and included in some trailheads, broken chunks of the historic Stardust Hotel and Casino, which was built on the Las Vegas Strip in 1955. (The hotel opened in 1958, closed in 2006 and was imploded March 13, 2007.) The artists used weathering steel for the shade shelters, which is designed to rust to a steadily deepening color.



"Road Blossoms" | Shin Gray | Laguna Beach, CA



Flamingo Arroyo Trail | Buster Simpson, Barbara Grygutis, & Kevin Berry | Las Vegas, CA

#### **COMMISSIONING ARTISTS**

Programs that have been successful tend to have adopted specific standards in seeking and commissioning artists for transportation public art projects. Arts Connection, the official arts organizations for the County of San Bernardino can facilitate these best practices which include:

#### PROCESS:

- Preparing and widely distributing a Request for Qualifications to identify local artists who possess the skills to work in collaboration with a design team for the project
- Artist honorariums for design proposals
- Using art professionals as part of a selection panel to review qualifications
- Working with artists to identify sources for necessary insurance
- Working with artists to identify fabricators
- Creating commission agreements that employ reasonable insurance requirements and payment schedules
- Providing plagues for artworks so the public can be informed of who created the artwork

#### **PUBLIC ENGAGEMENT**

Artists can be employed to open up public dialogue, and reach out to audiences who might otherwise not get involved in traditional civic processes. Arts engagement can help residents to envision future needs, articulate community values, and identifying issues. These types of activities can take many forms, and have proven to be very successful in reachina historically marainalized communities.

#### **BENEFITS:**

Increased diverse participation in the planning process or public dialogue; community members have a role in providing input to select types and themes for public art projects. Arts Connection as the official arts organization of San Bernardino County has overseen mane of these projects and can provide the appropriate oversight in these projects.

# **5.4. PUBLIC ART-RELATED** STRATEGIES & RECOMMENDATIONS

# **FUNDING**

• Since public art-related elements may not be an allowable expenditure under traditional active transportation funding sources, it is recommended that local agencies consider outside funding sources for artistic enhancements that support walking and biking in the Morongo Basin region.

A complete list of potential grant opportunities is listed on page 237-238 (Section 6.4) of this document.

- Consider the potential to partner with existing local educational or cultural institutions when applying for grant funding. These partnerships help to anchor artistically enhanced infrastructure projects within the existing cultural community and can provide greater visibility, public participation, and support for the goals of this Plan.
- Where public art is an allowable expenditure under a project funding source, consider setting aside a portion of funds to be used for artistic enhancements associated with the project.
- It is recommended that Arts Connection continue to engage with key County, Town, City, and National Park stakeholders and the local arts community to identify areas of collaboration and funding potential to meet the goals set forth as part of the Morongo Basin Active Transportation Plan.

# **FNGAGING THE LOCAL ARTS COMMUNITY**

- Consider the use of public art from schoolage children and college students as enhancements to active transportation projects, particularly for projects near schools, colleges, and playgrounds.
- Professional level public artwork for Morongo Basin active transportation projects should be solicited through the Request for Qualifications (RFQ) process.
- Local agencies should take steps to ensure that RFQs reach a broad range of artists within the community.
- It is recommended that public art design proposals for Morongo Basin active transportation projects utilize the guidelines developed by the Mojave Desert Land Trust (Reading the Landscape). These guidelines can be found at

https://www.mdlt.org/discover-learn/ reading-the-landscape/

# ADMINISTRATIVE MANAGEMENT

Arts Connection, the County's designated arts council, or a local public art advisory council may serve as a project management consultant for art-related projects associated with the Morongo Basin Active Transportation Plan. These tasks may include:

- Working with the County and/or local agencies to develop and promote the issuing of Request for Qualifications (RFQs) and other processes for artist solicitation
- · Working with the County and/or local agencies to develop budgets for artist services
- Conducting local outreach and community engagement for any creative placemaking or arts programming project
- Assisting in the artist selection process
- Developing scope and payment schedules for artist agreements
- · Assisting artists in obtaining appropriate insurance needed during project duration
- Providing project oversight from design to completion

# TYPE OF PUBLIC ART

It is recommended that the following three public art-related infrastructure elements, as identified through the Plan's outreach process, be prioritized for funding and implementation.

- Artist Designed Enhanced Visual Crosswalks
- · Artist Designed Amenities for Shade and Seating
- Artistically Enhanced Protected Bike Lanes/Paths

### Minute Action

**AGENDA ITEM: 9** 

Date: September 2, 2020

#### Subject:

Award Contract No. 20-1002340 to Dudek for the San Bernardino County Regional Conservation Investment Strategy

#### Recommendation:

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

Approve Contract No. 20-1002340 with Dudek for the development of San Bernardino County Regional Conservation Investment Strategy (SBC RCIS): A Countywide Habitat Preservation/Conservation Plan, in an amount not-to-exceed \$519,860.

#### Background:

In partnership with the San Bernardino County Environment Element (Environment Element), as part of the Countywide Vision effort initiated in 2011, the San Bernardino County Transportation Authority (SBCTA) and the County of San Bernardino Land Use Services led the development of the Countywide Habitat Preservation/Conservation Framework Study (Framework Study) in February 2015. Subsequently, the Framework Study led to a second phase to develop a more structured, comprehensive approach to the preservation and conservation of habitat for threatened and endangered species in San Bernardino County (County), consistent with the State of California's (State) conservation goals. Similar to other elements of the Countywide Vision, the Environment Element is being guided by a stakeholder group representing diverse interests, including environmental advocates, the building industry, local and regional governments, state/federal resource agencies, water districts, etc. A report on progress for the Environment Element Group and its efforts has been provided to the San Bernardino County Transportation Authority Board of Directors (Board) on previous occasions.

In 2016, the Environment Element Group requested that the County and SBCTA align the countywide conservation efforts with the State's Regional Conservation Investment Strategy (RCIS) Program, since much of what was included in the previous efforts was similar to the goals of the RCIS Program. Previous studies or phases looked at several steps to develop a more comprehensive approach to countywide conservation planning. Phase one of the Framework Study was a guidance document outlining the conservation issues and concerns, existing conservation, conservation opportunities, and data gaps associated with current approaches to habitat conservation. The report identified conservation planning subareas, overarching principles, and recommendations to further develop a comprehensive approach to habitat preservation/conservation. The phase two study produced a document that further refined the conservation framework focusing on more science-based, non-binding voluntary conservation and habitat enhancement actions for focal species, vegetation communities, ecological processes, and habitat connectivity.

With San Bernardino County's efforts now aligned with the State's RCIS program, the County and SBCTA developed a draft San Bernardino County RCIS (SBC RCIS) and submitted it to the State for review. The preliminary draft SBC RCIS was released in December 2018, and was presented to the public at a formally noticed RCIS public meeting on Monday, March 4, 2019. However, the project funding could not keep up with the changes that occurred while the RCIS

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

guideline stages were being updated. To keep the process moving forward, SBCTA led the effort in applying for and securing additional funding from the State. In January 2020, the Board approved Contract No. 20-1002330 to receive \$562,210 in grant funding from the Wildlife Conservation Board (WCB).

Subsequently, Request for Proposals (RFP) 20-1002340 was released on April 30, 2020, and was sent electronically to approximately 385 consultants registered on PlanetBids and downloaded by 25 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for Consultant Services.

The RFP was posted on SBCTA's website in response to a request from the SBCTA Planning Department to engage a firm for the SBC RCIS. Addendum No. 1 was issued on May 21, 2020 to update the interview language in the RFP.

One (1) proposal was received by the date and time specified in the RFP. A responsiveness review was conducted by a Procurement Analyst and found the proposal to be responsive. The Procurement Analyst reached out to firms that downloaded the RFP but did not submit a proposal to find out why they did not submit. Several of the firms stated the scope-of-services was outside of their typical services. The following is a summary of the events that transpired in the evaluation and selection process.

On May 28, 2020, the proposal was disseminated to all Evaluation Committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of individuals from SBCTA, Albert A. Webb Associates, San Bernardino County Land Use Services Department and Endangered Habitats League.

The firm the Evaluation Committee recommends for contract award based on technical abilities is Dudek. Dudek is being selected due to their knowledge of the project, experience and staff. The Evaluation Committee recommends that the contract to perform the scope of work, as outlined in the RFP No. 20-1002340, be awarded to Dudek. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms, debarment and reference checks are located in the Contract Audit File.

The project was approved in SBCTA's Fiscal Year 2020/2021 Budget. Staff is requesting approval to award Contract No. 20-1002340 to Dudek in the amount not-to-exceed \$519,860.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

#### Responsible Staff:

Steve Smith, Director of Planning

Board of Directors Agenda Item September 2, 2020 Page 3

> Approved Board of Directors Date: September 2, 2020

Witnessed By:

				Co	ontract S	ummary Shee	et			
				Gen	eral Cont	ract Informa	tion			
Contract No:	20-1002340 Amendr		dment No.:							
Contract Class: Payable		ole	Department:		Planning					
Vendor No.: 03053			Vend	Vendor Name: Dudek						
Description: San Bernardino County R				Regional Co	nservatio	on Investmen	t Strategy	(SBC RCIS)		
List Any Related Contract Nos.:				20-1002330 WCB Contract to pay for this contract						
					Dolla	Amount				
Original Contract			\$	519	9,860.00	Original Con	tingency		\$	-
Prior Amendments			\$		-	Prior Amend	lments		\$	-
Current Amendment			\$		-	Current Ame	endment		\$	-
Total/Revised Cor	ntract \	/alue	\$	519	,860.00	Total Contin	gency Val	ue	\$	-
			Total			ontract Value		tingency)	\$	519,860.00
Board of Direct	orc	Dat	:0: 00/	02/2020	Contract <i>i</i>	Authorizatior	Board		Item#	7012
Board of Direct	013	Dat			nagemen	t (Internal Pu		nly)		7012
	Other	Contra		ntract Management (Internal Purposes Only)  Sole Source? No No Budget Adjustment						
			essional Services (Non-A&E)			<u> </u>				
					Accour	its Payable				
Estimated Start Date: 09/02/2020		7/02/2020	Expiration Date: 10/31/2023 Revised Expiration			n Date:				
NHS: N/A	_	QN	MP/QAP:	N/A	Pr	evailing Wag	e:	No		
							Total	Contract Funding:	Total Cor	ntingency:
Fund Prog Task				PA Level	Revenue	Code Name	\$	519,860.00	\$	<u>-</u>
GL: 2665 20 040						State WCB.WC-		519,860.00		_
GL:		02000	12217101		1919CR_20-1002330			-		-
GL: GL:								<u> </u>		-
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GL:	.i							-		-
Josh Lee							Steve	Smith		
Project Manager (Print Name)				<del></del>		Tas	k Manage	r (Print Name)		
Additional Notes:										

Project Manager (Print Name)	Task Manager (Print Name)			
Additional Notes:				

#### **CONTRACT NO. 20-1002340**

#### BY AND BETWEEN

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### **AND**

#### **DUDEK, A CALIFORNIA CORPORATION**

#### **FOR**

# SAN BERNARDINO COUNTY REGIONAL CONSERVATION INVESTMENT STRATEGY (RCIS)

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Dudek, a California corporation, ("CONSULTANT"), whose address is 605 Third Street, Encinitas, CA 92024. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

#### **RECITALS:**

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

#### ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of

- SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is Josh Lee, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

# ARTICLE 2. 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 through October 31, 2023, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for <u>one</u> option term. The maximum term of this Contract, including the Option Term, if exercised, will not exceed October 31, 2024.

#### ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in Consultant's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is five hundred nineteen thousand eight hundred sixty Dollars (\$519,860). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Form". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.

- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, 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.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. 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 fifteen (15) calendar days for the period covered by the invoice except for the month of June, for which the invoice must be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT 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 CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 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

4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT 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 CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant 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. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. 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 CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

#### ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT 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 CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### ARTICLE 6. 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 CONSULTANT, 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 will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

#### ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

#### ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

#### ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing.

CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

#### ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

#### ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
  - 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
  - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
  - 11.2.1 Increases or decreases the Scope of Work;
  - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

- 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
- 11.2.5 Changes any of the express terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
  - 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
  - 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

# ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

#### ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT 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.

13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

#### ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT 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. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

#### ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's PM. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Mike Howard	Project Manager and Senior Biologist
Kamarul Muri	Biologist
Melissa Blundell	Biologist
Veronika Archer	Regulatory Specialist
Curtis Battle	GIS/Mapping
Rose Newberry	Outreach/Facilitation



#### ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

#### ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

#### ARTICLE 18. TERMINATION

- 18.1 <u>Termination for Convenience</u> SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT 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.
  - 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
  - 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT 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.
  - 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT'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.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
  - 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form

and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

#### ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

#### ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

#### ARTICLE 21. INSURANCE

- 21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
  - 21.1.1 <u>Professional Liability.</u> The policies must include the following:
    - A limit of liability not less than \$2,000,000 per claim
    - An annual aggregate limit of not less than \$2,000,000
    - Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
    - If Coverage is on a claims made basis:
      - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
      - o CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.
  - 21.1.2 <u>Workers' Compensation/Employer's Liability</u>. The policies must include the following:
    - Coverage A. Statutory Benefits
    - Coverage B. Employer's Liability
    - Bodily Injury by accident \$1,000,000 per accident
    - Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

# 21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than \$25,000,000 each occurrence.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - o \$2,000,000 per occurrence limit for property damage or bodily injury
  - o \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage
     (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- o If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

### 21.1.4 <u>Umbrella/Excess CGL</u>. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of
  the total limits required beyond the primary commercial general liability policy
  limits and/or the primary commercial automobile liability policy limits, then the
  policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

# 21.1.5 <u>Commercial Auto.</u> The policy must include the following:

- A total limit of liability of not less than \$1,000,000 each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance.
   The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

# 21.1.6 Pollution Liability- Intentionally Omitted

#### 21.1.7 Railroad Protective Liability- Intentionally Omitted

#### 21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.
- 21.2.2 <u>Additional Insurance Coverage.</u> All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San

- Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will

- contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or subsubconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 <u>Cancellation</u>. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at <u>procurement@gosbcta.com</u>, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 <u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

- 21.2.10 <u>Subconsultant Insurance</u>. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 <u>Higher limits</u>. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 <u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ARTICLE 22. INDEMNITY

- 22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:
  - CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.
- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

### ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

### ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.



### ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

### ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

### ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

### ARTICLE 28. 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.

### ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

### ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

### ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

### ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
605 Third Street	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
Encinitas, CA 92024	San Bernardino, CA 92410-1715
Attn: Mike Howard	Attn: Josh Lee
Email: mhoward@dudek.com	Email: jlee@gosbcta.com
Phone: (760) 479-4212	Phone: (909) 884-8276
	Copy: Procurement Manager
	Email: procurement@gosbcta.com

### ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

### ARTICLE 34. GRATUITIES

CONSULTANT, 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.

### ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

### ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

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### ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

### ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

### ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

### ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

### ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

### ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

### ARTICLE 43. CONTINGENT FEE

CONSULTANT 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 CONSULTANT 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.

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### ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

### ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

### ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

# ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

### ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ON FOLLOWING PAGE-----

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

CONSULTANT	San Bernardino County Transportation Authority
By:  Joseph Monaco	By:  Frank J. Navarro
President/CEO  Date:	President, Board of Directors  Date:
	APPROVED AS TO FORM
	By:  Julianna K. Tillquist  General Counsel
	Date:CONCURRENCE
	By:  Jeffery Hill  Procurement Manager
	Date:

### Task 1. Project Initiation/Kickoff

The Consultant will work with SBCTA/SBCOG to execute the grant agreement and hold a grant kick off meeting to initiate the project. Other project initiation tasks will include preparation of detailed project schedule, reviewing the executed grant agreement, and establishing communications protocols.

### Deliverables:

- Detailed project schedule
- Kick-off meeting notes
- List of prioritized action items
- Communications protocols

### Task 2. Developed Workplan for the SBC RCIS

The Consultant will work with SBCTA/SBCOG, in partnership with the other members of the SBC RCIS coordination team (i.e. the County of San Bernardino and SCAG), to develop a master workplan for preparing the SBC RCIS under the grant agreement.

Deliverables: Master workplan.

### Task 3. Prepare Administrative Draft SBC RCIS

Under this task, the Consultant, as directed by the SBC RCIS coordination team, will update and revise the December 2018 preliminary draft SBC RCIS pursuant to current CDFW RCIS Guidelines (September 2018). The preliminary draft SBS RCIS is anticipated to be necessary to update the SBC RCIS to the current CDFW RCIS Guidelines. The major areas of update are anticipated to be the following areas:

• RCIS Area: As previously noted, the December 2018 preliminary draft SBC RCIS covers two subareas of the San Bernardino County: the Valley and West Desert subareas. These subareas were considered highest priority for inclusion because these regions would recognize the greatest benefit from a coordinated regional conservation/mitigation strategy. The Valley and West Desert subareas of the county are geographically separated by the Mountain region. The Mountain region is topographically and ecologically distinct and separate from the Valley and West Desert subareas, and the Mountain region is primarily U.S. Forest Service Lands and managed according to an existing conservation strategy within approved Resource Management Plans.

The current CDFW RCIS Guidelines state that "an RCIS area should be a complete, unfragmented geographic area"; therefore, the SBC RCIS coordination team will evaluate options to comply with this RCIS Area Requirement. It is anticipated that the preliminary draft RCIS Area will need to be revised in order

to address this issue by including the Mountain region into the SBC RCIS document, which would result in revisions to all mapping and analyses used in the preliminary draft. The Consultant shall include time to investigate whether or not the Mountain Region should be a part of the RCIS, and if so, the Consultant shall provide the appropriate updates to the RCIS analysis.

- Consistency with HCPs, NCCPs, and Recovery Plans: to address consistency with HCPs, NCCPs, and Recovery Plans that overlap the SBC RCIS, the latest CDFW RCIS Guidelines call for a consistency comparison evaluating this RCIS conservation strategy with that of existing plans. As identified in the preliminary draft, the SBC RCIS currently overlaps one regional NCCP/HCP, two regional HCPs, 20 smaller HCPs, and recovery plans for 11 focal species. The Consultant shall provide an analysis of how the RCIS would interface, complement or conflict with these HCPs/NCCPs.
- Focal Species List: The September 2018 CDFW RCIS Guidelines included a number of revisions as to how focal species lists are selected, and these modified guidelines require revisiting the SBC RCIS species list and selection process. Under the current guidelines, the RCIS shall include listed species, wide-ranging species, climate vulnerable species per the State Wildlife Action Plan (SWAP), and taxonomic group representatives. As a result of this new guidance, the Consultant shall revisit the focal species selection process and likely add a number of new species to the focal species list that was included in the September 2018 draft SBC RCIS.

Additionally, revisions to the RCIS Area, as noted above, may necessitate focal species list revisions. Revisions to the focal species list will require modifications throughout the preliminary draft, including updated conservation goals and objectives, conservation actions, and prioritization, as well as new focal species accounts.

- Incorporation of Best Available Scientific Information: Current CDFW RCIS Guidelines require the use of best available scientific information, including the more recent version of CDFW's Area of Conservation Emphasis (ACE) data. The preliminary draft SBC RCIS incorporated ACE-II datasets into the conservation strategy; however, CDFW issued new ACE-III dated 2018 that would need to be incorporated in the RCIS. The Consultant shall include this update.
- Incorporation of Climate Vulnerability Assessment: The current CDFW RCIS Guidelines call for preparation of climate change vulnerability assessment for focal species and natural communities addressed in the RCIS. Although climate change vulnerability was addressed in the preliminary draft, the SBC RCIS would require revision to the address the latest guidelines pertaining to climate change.

Additionally, the preliminary draft will be revised to address EEG and public comments received to date on the December 2018 SBC RCIS, including comments received during a formal RCIS public meeting held on March 4, 2019. The Consultant, as directed by the SBC RCIS coordination team, will revise the December 2018 draft document as necessary based on the above to prepare an administrative Draft SBC RCIS for review by the coordination team.

### **Deliverables:**

- RCIS area options evaluation memo
- Revised SBC RCIS boundary and mapping
- Plan consistency memo
- Focal species selection memo
- Revised species list
- New focal species accounts
- Climate change vulnerability assessment memo
- Administrative draft SBC RCIS

### Task 4. Prepare and Submit Draft SBC RCIS for CDFW Completeness Review

Based on input and comments from the SBC RCIS coordination team, the Consultant will revise the administrative draft document to prepare a Draft SBC RCIS. Assume two (2) rounds of review to the document from the SBC RCIS coordination team and assume Track Changes will be utilized to communicate direct edits and comments.

The Consultant will coordinate with SBCTA staff to acquire the needed application fee and will package up the documents required by the Grant, in order to submit the Draft SBC RCIS to CDFW Staff for their "completeness review". The Consultant will submit Draft SBC RCIS and required application fee to the CDFW for completeness review. Additionally, the Draft RCIS submittal will include a State Goals Letter from a state agency to CDFW requesting approval of the SBC RCIS. SBCTA will work with the Consultant to acquire the State Goals Letter.

### Deliverables:

- Draft SBC RCIS (2 drafts)
- State Goals letter

### Task 5. Prepare and Submit Public Draft SBC RCIS for Substantive Review

The Consultant, as directed by the SBC RCIS coordination team, will revise the Draft SBC RCIS in a manner to address comments from CDFW's "completeness review" of the Draft SBC RCIS. One round of final review is anticipated for CDFW to verify that their "completeness review" comments have been addressed. The Consultant shall include time for this final round of review from CDFW.

After CDFW deems the Draft SBC RCIS document complete, the Consultant will revise the Draft SBC RCIS to prepare the Public Review Draft SBC RCIS for submittal and review by CDFW and the public. The Consultant shall submit the Public Review Draft SBC RCIS to CDFW to issue for public review.

### Deliverables:

- Draft Public Review Draft SBC RCIS
- Public Review Draft SBC RCIS

### Task 6. Prepare Administrative Draft Final SBC RCIS

Following the closure of the public review period, CDFW will provide the list of comments on the Public Review Draft SBC RCIS, and any outside comments received during the public comment period. The Consultant, as directed by the SBC RCIS coordination team, will compile and itemize comments, develop the preferred approach to addressing these itemized comments, and revise the Public Review Draft to prepare an Administrative Draft Final SBC RCIS. This Administrative Draft Final document will be provided to the SBC RCIS coordination team for a final review prior to preparing the Final document.

**Deliverables:** Administrative Draft Final SBC RCIS

### **Task 7. Prepare Final RCIS**

Following review of the Administrative Draft Final document, the Consultant, as directed by the SBC RCIS coordination team, will prepare and submit the Final SBC RCIS to CDFW for approval.

The Consultant shall provide the Final RCIS document in not only a searchable PDF version, but also will provide a Story Map E-Plan document that will be web-based and interactive to be located on SBCTA's website.

**Deliverables:** Final SBC RCIS and published E-Plan

### Task 8. Public and Stakeholder Outreach

The Consultant and the SBC coordination team will engage in public and stakeholder outreach throughout the RCIS planning process to solicit input from City Staff, County Staff, water districts, industry groups, environmental groups, other stakeholders, and the public about the uses and benefits of the RCIS, and will incorporate their feedback. The Consultant will be responsible for creating and maintaining a stakeholder participants list.

Up to three (3) County of San Bernardino Environment Element Group (EEG) stakeholder meetings are expected to be held during the RCIS planning process. The Consultant must include time for each meeting preparing materials, leading the meeting, and compiling notes, comments, and action items.

Approximately eight (8) targeted interest group outreach webinars/in-person meetings, for which the Consultant will be responsible, will be conducted that will serve (either formally or informally) the function of a technical review team during RCIS development. Meeting agendas, materials and notes are expected to be provided by the Consultant for these meetings.

The Consultant will develop and host data and mapping information through a publicly accessible web-based mapping and sharing portal to provide vehicle for stakeholder collaboration and information dissemination.

Additionally, under this task, the Consultant will head up the coordination with the support of the SBC coordination team to conduct early coordination with relevant state agencies to obtain agency goals letter (support letter) necessary for submittal of the Draft SBC RCIS to CDFW for completeness review.

### Deliverables:

- Handouts for each meeting (up to 11)
- Presentations for each meeting (up to 11)
- Agendas for each meeting (up to 11)
- Creating and maintaining and participant lists
- Meeting notes for three (3) EGG meetings
- Conducting 8 webinars/in person meetings with interest groups and technical review team and providing meeting notes
- Development and hosting of web-based data and mapping portal
- State Agency Support Letters

### Task 9. Project Management and Administration

The Consultant is expected to provide professional project management and administration throughout the term of the Contract. The Consultant is expected to provide responsive support to the SBC RCIS Team in the form of emails, conference calls and in person meetings when appropriate. The Consultant will provide to SBCTA/SCCOG monthly progress reports, monthly invoices, and a final close-out report which SBCTA/SBCOG will use as input into their monthly reporting the grant administrator. Additionally, the Consultant will provide all data and final document electronic files to SBCTA/SBCOG at the completion of the grant agreement, which SBCTA/SBCOG may provide to the grant administrator upon request.

### Deliverables:

- As needed conference calls and in person meetings throughout RCIS process with SBC RCIS Team
- Monthly progress report
- Invoice packages

• Close-out report, including geographic information system (GIS) database and final document files.

9.d

Project: Date Prepared:	SBC RCIS - SBCTA 19-Jun-20							Dudek					CIS)
Billing Category	Project Director	Senior Specialist II	GIS Specialist III	Specialist II	Analyst III	Specialist III	Technical Editor III	Publications Specialist II		Labor Hours	Labor @ Billing Rates	ECT	l Sounty Re
Hourly Rate	245.00	200.00	150.00	145.00	100.00	160.00	145.00	95.00	ш	Lab	Labo	DIRECT	Total 10 Cc
1 Prepare Admin Draft SBC RCIS													184,100.00
Revise Preliminary Draft SBC RCIS to be consistent with current CDFW RCIS Guidelines	264	80	120		60	80				604	117,480		117,480.00
Address public comment and Prepare Admin Draft	140		60		40	80	24	32		376	66,620		66,620.00
Prepare and Submit Draft SBC RCIS for Completeness													16,500.00
2 Review													10,000.00
Prepare and submit Draft SBC RCIS	56		16					4		76	16,500		16,500.00
2.1													
Prepare and Submit Public Draft SBC RCIS for Substantive Review 3													30,690.00
Compile and address CDFW comments from the initial Completeness Review 3.1	24				16		8	4		52	9,020		9,020.00
Prepare Public Review Draft SBC RCIS  3.2	48		8		8	32	14	8		118	21,670		21,670.00
Prepare Administrative Draft Final SBC RCIS													82,100.00
Compile full list of comments from CDFW and public	60				8	16	24	8		116	22,300		22,300.00
Prepare Administrative Draft Final SBC RCIS	120	52	36			60	24	16		308	59,800		Wal 00.008,65
4.2													
5 Prepare and Submit Final SBC RCIS													54,590.00
Submit Complete Final SBC RCIS to CDFW 5.1	96		16		15		24	4		155	31,280		31,280.00
Publish E-Plan	40		16	60			14	4		134	23,310		23,310.00
5.2 Public and Stakeholder Outreach													75,220.00
EEG Meetings (3)	96	20		16						132	29,840	3,000	32,840.00
6.1		10									04.000	2.222	
Interest Group Outreach and Technical Review Team  6.2	64	16		16						96	21,200	3,000	24,200.00
Webmapping and Data Accessibility	24		32							56	10,680	7,500	18,180.00
6.3													
7 Project Management and Administration  Monthly Progress Reports, Invoicing, Final Close-out	120									120	29,400		<b>29,400.00</b> 29,400.00
7.1													hibit
Total Hours	1,152	168	304	92	147	268	132	80		2,343	459,100	13,500	472,600.00
Total Billing	282,240	33,600	45,600	13,340	14,700	42,880	19,140	7,600				13,500	472,600.00
Contingency (10%)										•			47,260.00
												\$	519,860.00

### Minute Action

**AGENDA ITEM: 10** 

Date: September 2, 2020

### Subject:

Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II Caltrans Grant Award

### Recommendation:

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

A. Approve Resolution No. 21-002, authorizing the Executive Director or his designee to execute Contract No. 21-1002471, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) for SBCTA to receive an amount not-to-exceed \$537,377 for the development of a Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II.

- B. Authorize the Executive Director or his designee to release Request for Proposals No. 21-1002466 for development of the Comprehensive Pedestrian Sidewalk Connectivity Plan Phase II.
- C. Approve a budget amendment to the Fiscal Year 2020/2021 Budget, Task No. 0404, by adding Caltrans Sustainable Communities Planning Grant funds in the amount of \$537,377.

### Background:

In March 2018, the San Bernardino County Transportation Authority (SBCTA) Board approved Resolution No. 18-035 authorizing the Executive Director to negotiate and execute, upon approval of General Counsel, a restricted grant agreement between SBCTA and the California Department of Transportation (Caltrans) for SBCTA to receive an amount not-to-exceed of \$600,000 for the development of a Comprehensive Pedestrian Sidewalk Connectivity Plan. The SBCTA Board also authorized the Executive Director to release Request for Proposals (RFP) No. 18-1001916 for development of the Comprehensive Pedestrian Sidewalk Connectivity Plan.

In October 2018, the SBCTA Board approved Contract No. 18-1001916 in the amount of \$598,987 with David Evans and Associates, Inc. (DEA) to develop a San Bernardino County Comprehensive Pedestrian Sidewalk Inventory. At that time, the SBCTA Board also approved a budget amendment to the Fiscal Year 2018/2019 Budget, Task No. 0404 by adding Caltrans Sustainable Communities Planning Grant funds in the amount of \$600,000 for consultant costs.

In February 2019, DEA and SBCTA staff completed what is now considered Phase I of the Comprehensive Pedestrian Sidewalk Connectivity Plan (Plan). The result was an interactive Geographic Information System (GIS) based tool that is now available to assist regional and local agencies in active transportation planning, decision-making, and construction of priority sidewalk projects. The project's main goal was to reduce current duplicative efforts by multiple staff at the regional and city level in implementing systematic sidewalk projects. The Plan is built upon San Bernardino's existing 2015 Non-Motorized Transportation Plan (NMTP), which includes the Countywide First/Last Mile Pedestrian Plan and the Countywide Safe Routes to School Plan, currently in development.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

As part of Phase I, approximately 17,000 miles of sidewalk were inventoried and attributes were collected including: Street Centerline Verification and Inventory, Sidewalk Presence, Sidewalk Width, Sidewalk Material, Street Name, Transit Facilities, and presence of Americans with Disabilities Act (ADA) Curb Ramps. However, as anticipation grew from jurisdictions during Phase I, based on feedback from SBCTA's outreach campaign for the potential uses this data could have, SBCTA decided additional data beyond the initial scope of work was warranted, hence the need for a Phase II to collect additional attributes along the same 17,000 miles such as: Adjacent Existing Land Use, Adjacent Parking, Lighting, Right-of-Way Width, Slopes/Grades, Pedestrian/Bike Volumes, Object Obstructions, Detailed ADA Analysis, and Driveways.

In October 2019, SBCTA staff, with Executive Director approval, submitted an application for a Comprehensive Pedestrian Sidewalk Connectivity Plan – Phase II grant through Caltrans Sustainable Transportation Planning Sustainable Communities Grant program.

The additional data collected through Phase II will fill in knowledge gaps that were identified in previous plans completed by SBCTA when identifying improvement opportunities for the County's Disadvantaged Communities (DAC) areas. In those previous plans, such as those related to climate adaptation, greenhouse gas reduction, improving walking routes to schools, and allocating resources to remediate environmental justice issues, opportunities to show how active transportation infrastructure could be enhanced, or affected by land use changes in general, were minimally addressed due to their scope of focus. However, with data from Phase I and Phase II, these plans could more precisely implement their objective of improving quality of life in DACs since data will be present to assist in those plan implementation activities where there were none before.

In June 2020, SBCTA received award notification from Caltrans for the Comprehensive Pedestrian Sidewalk Connectivity Plan – Phase II. The recommendations in this agenda item represent requirements from Caltrans for a grant agreement plus budgeting for this new project.

### Financial Impact:

This item is not consistent with the Fiscal Year 2020/2021 Budget. Recommendation C identifies the requested budget amendment to Task No. 0404 adding \$537,377 in Caltrans Sustainable Communities Planning Grant funds.

### Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 12, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the proposed resolution.

### Responsible Staff:

Steve Smith, Director of Planning

Approved Board of Directors Date: September 2, 2020

Witnessed By:

### **RESOLUTION NO. 21-002**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SBCTA COMPREHENSIVE PEDESTRIAN SIDEWALK CONNECTIVITY PLAN – PHASE II

**WHEREAS,** SBCTA is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

**WHEREAS,** SBCTA has been successful in being awarded a State transportation planning grant in the amount of \$537,377;

**WHEREAS,** SBCTA needs to execute a Restricted Grant Agreement with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

**WHEREAS,** SBCTA wishes to delegate authority to the SBCTA Executive Director to execute this agreement and any amendments.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of SBCTA:

Section 1. The Executive Director, or designee, is authorized to execute a Restricted Grant Agreement and any amendments between SBCTA and the California Department of Transportation, necessary for the award of the State transportation planning grant to SBCTA in the amount of \$537,377.

<u>Section 2</u>. This Resolution is effective upon the date of its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 2, 2020.

Frank J. Navarro, Board President
San Bernardino County Transportation Authority
ATTEST:

Marleana Roman, Clerk of the Board San Bernardino County Transportation Authority

# **Scope of Work Checklist**

The Scope of Work is the official description of the work that is to be completed during the contract. The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

### The Scope of Work must:

- ✓ Use the Fiscal Year 2020-21 template provided and in Microsoft Word format.
- ✓ List all tasks and sub-tasks using the same title as stated in the project timeline.
- ✓ Include the activities discussed in the grant application.
- ✓ Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- ✓ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- ✓ Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
- ✓ Include a thorough and accurate narrative description of each task and sub-task.
- ✓ Include a task for a kick-off meeting with Caltrans at the start of the grant.
- ✓ Include a task for procurement of consultants, if consultants are needed.
- ✓ Include a task for invoicing.
- ✓ Include a task for quarterly reporting to Caltrans.
- ✓ Include detailed public participation and services to diverse communities.
- ✓ Include project implementation/next steps.
- ✓ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.
- ✓ EXCLUDE environmental, complex design, engineering work, and other ineligible activities.

# **Scope of Work**

**Grantee:** San Bernardino County Transportation Authority (SBCTA)

Project Title: Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II

## Introduction

### Phase I Recap

In 2018, SBCTA secured a Caltrans planning grant to develop a Comprehensive Pedestrian Sidewalk Connectivity Plan (Plan). The purpose of the Plan and its database is to assist regional and local agencies in active transportation planning, decision-making, and construction of priority sidewalk projects. The Plan is needed to reduce current duplicative and inefficient efforts by multiple planners at the regional and city level and is anticipated to include the following elements:

- 1) Overview of Pedestrian Infrastructure including County characteristics, disadvantaged communities, goals/policies;
- 2) Pedestrian Sidewalk Inventory Data Collection and Analysis including database structure development, jurisdictional data collection, data consistency w/SCAG and State, challenges, gap analysis, and ADA transition plan analysis;
- 3) Jurisdictional Project Identification/Prioritization including shovel-ready projects, design guidelines and polices, estimated costs, and potential funding sources; and
- 4) Jurisdictional Tool Development (Web Portal) a public-facing dashboard that displays easy-to-understand data gathered in the Data Collection section noted above. The main data gathering will consist of aerial interpretation, jurisdiction sidewalk inventory analysis, and site visits.

The Plan is currently 70% complete, with the database interfaced designed, and approximately 17,000 miles of sidewalk cataloged highlighting the following attributes/data elements:

	Attributes/Data Elements Collected in Phase I				
✓	Street Centerline Verification and	✓ Transit Facilities			
	Inventory	✓ Jurisdiction			
✓	Sidewalk Presence	✓ ADA Curb Ramps			
✓	Sidewalk Width	✓ Obstructions			
✓	Sidewalk Material	✓ Pedestrian Buffers			
✓	Street Name	√ 50 Sites Sampled			
✓	Notes				

The majority of data has been collected and this task is estimated to be complete by October 2019. Furthermore, SBCTA anticipates the entire Plan and its database tool/interface will be complete by February 2020, per the existing agreement with Caltrans.

### **Need for Phase II**

During the initial data gathering task and through multiple meetings with the Advisory Group, the County, and several cities, stakeholders were consistently voicing how the data from Phase I was of interest to their local active transportation planning efforts, especially as they relate to initiatives such as Safe Routes to Schools (SRTS), climate adaptation planning, and ADA Transition Planning. As such, SBCTA recognized that for this data to have even more useful longevity in planning activities, more data features should be collected. Since the initial scope of work for Phase I was aimed at capturing sidewalk presence county-wide to establish a baseline of pedestrian data, SBCTA is proposing a Phase II to gather additional data features such as, but not limited to:

Attributes/Data Elements To Be Collected in Phase II				
√ Adjacent Existing Land Use				
✓ Adjacent Parking ✓ Trees				
✓ Lighting ✓ Utilities/Fire Hydrant				
✓ Right-of-Way Attributes ✓ Other Obstructions				
✓ Slopes/Grades	✓ Detailed ADA Analysis			
✓ Analysis of pedestrian infrastructure	✓ Signposts			
conditions for 50 pedestrian points of	✓ Encroachments			
interest	✓ Driveways/Points-of-Conflict			

This data will then be added to the initial data set within the public-facing dashboard created in Phase I. The dashboard will display easy-to-understand data to help reduce current duplicative and inefficient efforts by multiple planners at the regional and city level. The project will also take advantage of economies of scale at the County level by creating a planning tool that captures consistent, countywide pedestrian infrastructure data and outlines a process for agencies to use for future pedestrian planning and priority infrastructure projects.

### **Project Performance Period**

It is anticipated that Phase II will take 36 months (July 2020 – June 2023).

### Housing and Land Use Planning

SBCTA has confirmed that the County of San Bernardino is in compliance with its Housing Element and Annual Progress Reports per the requirements of the State Department of Housing and Community Development. As mentioned before, data such as "adjacent existing land use" will be collected as part of the Phase II Plan and database, which will assist regional and local agencies in their housing and land use planning efforts.

### State, Regional and County Plan Alignment

The Plan is aligned with the California Transportation Plan 2040 (specifically the California State Bicycle and Pedestrian Plan) as well as SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The Plan also builds upon San Bernardino's existing 2015 Non-Motorized Transportation Plan (NMTP), which includes the Countywide

First/Last Mile Pedestrian Plan, and the Countywide Safe Routes to School Plan currently in development.

### Planning Area and Disadvantaged Communities

San Bernardino is the largest county in the continental United States at over 20,000 square miles, and the 12th most populous with 2.2 million residents residing in 24 cities/towns and unincorporated areas, along with 33 school districts of highly diverse character. A significant proportion of residents live in community areas considered disadvantaged. Over half of all residents (1.29 million) live in locales ranked by the CalEnviroScreen 3.0 as among the top 25% most disadvantaged communities (DACs) statewide, and over one quarter (650,000 residents) live in the top 10% (see attached maps). The County's Community Vital Signs (CVS) Initiative measured the proportion of County residents less than 18 years of age living in poverty as 26.1%, higher than the California statewide average of 22.8%. Additionally, County health indicators from CVS reports that 64% of adult residents, and 39% of middle school-age children, are either obese or overweight.

### **Proposed Activities and Stakeholders**

Using grant funding, SBCTA will engage in an additional data collection project to help communities identify critical sidewalk data to expand the database being developed in Phase I for local and regional planners. Confirmed stakeholders include:

- 1. Southern California Association of Governments (SCAG)
- 2. San Bernardino County Department of Public Health (SBDPH)
- 3. Community Vital Signs (CVS) Working Group Includes representatives from Sheriff, Department of Behavioral Health, Chamber of Commerce, Faith Based Community Organizations, Community Liaisons, Loma Linda University, Cal State San Bernardino, and other Community-Based Organizations
- 4. Inland Empire Biking Association (IEBA)
- 5. 24 Cities/Towns and San Bernardino County (25 jurisdictions total)

Please see attached letters of support.

### Responsible Parties

The SBCTA will be responsible for project management, overall project performance, and organizing and conducting community and stakeholder meetings. SBCTA will select a consulting firm using SBCTA procurement procedures through a competitive RFP process. Stakeholders will participate as technical advisors, providing information and recommendations for pedestrian connectivity priorities.

### **Overall Project Objectives**

The overarching goal of the data collection project is to more easily and safely connect residents, workers, and students (especially vulnerable populations dependent upon walking/biking as their primary means of transportation) to jobs, schools, parks, community facilities, and commuter rail, via a comprehensive system of seamless sidewalk corridors. The planning tool will also help to facilitate improved public health, social equity, and provide other important community benefits. The primary objective is as follows:

Expand a countywide geographic inventory database to provide local and regional agencies with more accurate pedestrian infrastructure data to use for active transportation planning, policies, and construction of priority projects. This plan will be used to achieve the following sub-objectives:

- a. <u>Enhance multimodal neighborhood mobility</u> by identifying existing and planned sidewalk systems, identifying gaps, and identifying how residents can better access businesses, retail centers, schools, parks, recreational facilities, and community services, through a seamless active transportation network;
- Improve active transportation safety by identifying areas where no current sidewalks exist, and exploring linkages of residences, schools, and other activity centers via pedestrian corridors;
- c. <u>Improve "First/Last-Mile" transit connectivity to Transit Stations</u> by increasing active transportation accessibility. This will be achieved by identifying existing barriers to walking or biking and exploring linkages that can connect existing corridors to rail stations;
- d. Foster livable and healthy communities and promote social equity by improving access to walking and bicycling modes of transportation to desired destinations, which builds off the set of existing plans that not only identified destinations already to implement changes for social equity, but also provide the framework to identify more destinations for future work in expanding such initiatives. These plans include the County's Safe Routes to Schools, Pedestrian Points of Interest, and the Non-Motorized Transportation Plan, all of which adopt SBCTA's "placemaking" strategy to use data so that planners can focus on providing people opportunities to achieve a healthier lifestyle and create a sense of community using pedestrian infrastructure.

### **SCOPE OF WORK:**

### 1. PROJECT INITIATION

### Task 1.1 - Project Kick-Off Meeting w/Caltrans.

Phase II grant kick-off meeting w/SBCTA and Caltrans to discuss grant procedures and project expectations including invoicing, quarterly reporting and all other relevant project information including scope, consultant type, and stakeholders. Highlight and determine scope refinements.

Responsible Party: SBCTA

### Task 1.2 – Develop Scope of Work and RFP.

SBCTA to develop preliminary scope of work and initial RFP for Caltrans Review. SBCTA to refine RFP and gain approval from SBCTA Board of Directors and Caltrans.

• Responsible Party: SBCTA

### Task 1.3 - Consultant Selection and Award.

SBCTA and Caltrans to review and determine most qualified consultant. SBCTA to award contract to selected consultant.

Responsible Party: SBCTA

### Task 1.4 - Project Phase II Kick-off Meeting with Consultant.

SBCTA to conduct project Phase II kick-off meeting with consultant and stakeholders noted above to discuss proposed data collection, and establish tasks and timeline in accordance with Caltrans grant requirement. Consultant to finalize outline of action plan for SBCTA staff approval.

Responsible Party: SBCTA/Consultant

Task	Deliverable
	Meeting agenda, participant list, meeting
1.1	notes, list of action items
	Draft Scope of Work and Request for Proposal
1.2	(RFP); Final RFP
	Review and ranking of qualifications by SBCTA
1.3	staff/Caltrans; Executed consultant contract
	Meeting agenda, participant list, meeting
1.4	notes, list of action items and action plan

### 2. ADVISORY GROUP/STAKEHOLDER ENGAGEMENT

### Task 2.1 – Confirm Advisory Group.

SBCTA and Consultant to confirm advisory group participation from stakeholders noted above, plus any planning staff and other community-based organizations from vulnerable communities.

Responsible Party: SBCTA/Consultant

### Task 2.2 – Schedule and Host Advisory Group Meetings.

SBCTA and Consultant to conduct regular Advisory Group meetings to present progress of findings and solicit both general comments and site-specific input.

• Responsible Party: SBCTA/Consultant

### Task 2.3 – Host Webinars with SBC Cities and Unincorporated Areas.

SBCTA will host webinars for interested cities and unincorporated areas in San Bernardino County. Webinars will include information regarding the status of the overall project (Phase I summary), and the Scope of Work for Phase II.

Responsible Party: SBCTA/Consultant

### Task 2.4 – Post Project Updates on SBCTA Website and Social Media.

SBCTA to regularly post information regarding the status of the overall project (Phase I summary), and the Scope of Work for Phase II on their GOSBCTA.com website and Facebook Page. SBCTA may also solicit commentary from viewers on various elements of the project.

• Responsible Party: SBCTA/Consultant

Task	Deliverable
2.1	Confirmed List of Advisory Group Members
	Meeting agendas, participant lists, comments,
2.2	summaries
	Webinar meeting schedule, agendas, participant lists,
2.3	and follow-up comments from stakeholders
	Printouts of Website and Facebook Postings and any
2.4	Commentary.

### 3. DATA COLLECTION

### Task 3.1 - Confirm/Collect Additional Inventory from Local Jurisdictions.

Building off the initial data review completed in Phase I, Consultant will coordinate with local jurisdictions to acquire inventories of data that were otherwise not captured previously but could be made available for Phase II. Consultant will review and prepare report and comprehensive county map on existing inventories.

Responsible Party: Consultant

### Task 3.2 – Collect Additional Data from 25 Jurisdictions.

Using georeferenced aerial photos or digital orthophoto images and an arterial and street data layer in a GIS environment, Consultant will gather additional information for all existing sidewalk segments such as: Adjacent Existing Land Use, Adjacent Parking, Lighting, Right-of-Way Attributes, Slopes/Grades, Pedestrian/Bike Volumes, Trees, Utilities/Fire Hydrant, Other Obstructions, Detailed ADA Analysis, Signposts, Encroachments, and Driveways/Points-of-Conflict. Consultant will conduct quality control activities to ensure complete and accurate database, and will provide regular progress reports on data capture. The use of GIS should be a central component to the data collection methodology given that Phase II will not be using data collection costs for gathering data directly from fieldwork, as such activities are more costly in direct costs and time. However, the consultant should also recognize and accurately plan to the best of their ability and experience for the hours required to collect these data, even if only using a GIS environment, so that collection costs, direct and in time, will not escalate.

• Responsible Party: Consultant

### Task 3.3 – Import Data Into Web Portal Interface.

Consultant, with SBCTA input, to incorporate data into public-facing dashboard to display the above geographic data in an easy-to-understand manner. The dashboard will be housed on SBCTA's website (see photo page for example of dashboard).

### • Responsible Party: Consultant

Task	Deliverable
	Existing Data Report for agencies with existing
	inventories and comprehensive county wide
3.1	map/shapefile
	- Geographic sidewalk dataset with requested
	attributes
	- Up-to-date, high resolution aerial photo image data.
3.2	- Bi-weekly progress reports
3.3	- Web portal expansion with Phase II data in GIS site

### 4. SIDEWALK DATA ANALYSIS

### Task 4.1 – Conduct ADA Transition Plan Analysis.

Utilizing the ADA Transition Toolkit developed from Phase I, the Consultant will expand the countywide sidewalk analysis of existing barriers and sidewalk conditions to 50 sites for individuals with disabilities and then develop a synopsis of recommendations based upon the guidance, legal precedents, and best practices that jurisdictions follow to ensure aspects of their ADA Self-Evaluation and Transition Plan meets the requirements to remediate those barriers and conditions.

### • Responsible Party: Consultant

Task	Deliverable
	- List of existing ADA barriers
	- Outline of methodology and schedule for removing
4.1	barriers

### 5. PLAN DEVELOPMENT

Note: All public meetings will be properly noticed to ensure maximum attendance. All public notices will be in English and Spanish.

### Task 5.1 – Prepare Draft Phase II Plan and Database.

Consultant to prepare draft Phase II of the Comprehensive Pedestrian Sidewalk Connectivity Plan based on inventory data, analysis, and outreach to stakeholders. This plan will be drafted in an "ePlan" format. For SBCTA, an ePlan is something similar to a standalone website, where the contents of the Plan can be viewed using an array of digital devices and follows design

standards so that the Plan content is visually appealing, interactive, and meets web accessibility requirements (WCAG 2.0).

• Responsible Party: Consultant

# Task 5.2 – Present Draft Phase II Plan and Database to Stakeholders and interested San Bernardino Cities.

Consultant to present draft Phase II of the Comprehensive Pedestrian Sidewalk Connectivity Plan to Stakeholders/San Bernardino cities for input and review. Consultant to gather feedback from all stakeholders.

Responsible Party: Consultant

# Task 5.3 – Incorporate Edits into Draft Phase II Plan and Database and Present Second Version to Stakeholders/Cities.

Consultant to incorporate input into Phase II of the Comprehensive Pedestrian Sidewalk Connectivity Plan and resubmit to Stakeholders/San Bernardino cities for second public input and review.

• Responsible Party: Consultant

### Task 5.4 – Post Phase II Plan and Database to Website for Comments.

SBCTA to post Comprehensive Pedestrian Sidewalk Connectivity Plan – Phase II on SBCTA website for additional public review and comment.

• Responsible Party: SBCTA

### Task 5.5 – Incorporate Final Edits into Phase II Plan and Database.

Consultant to make final changes to Phase II of the Comprehensive Pedestrian Sidewalk Connectivity Plan Phase II (and Database Tool) including Next Steps for Environmental, Permitting, and Engineering.

• Responsible Party: Consultant

# Task 5.6 – Final Phase II Plan and Database Presentation to SBCTA Board for Approval.

Consultant to present Phase II plan to SBCTA Board for review, approval, and adoption.

• Responsible Party: SBCTA/Consultant

Task	Deliverable
	Draft Phase II of the Comprehensive Pedestrian Sidewalk
5.1	Connectivity Plan with priorities
5.2	Meeting agenda and list of action items
	Second Draft Phase II of the Comprehensive Pedestrian
5.3	Sidewalk Connectivity Plan

Task	Deliverable
5.4	Website screen shot and summary of public comments
	Final Draft Phase II of the Comprehensive Pedestrian
5.5	Sidewalk Connectivity Plan
5.6	Meeting agenda and minutes indicating Board approval

### 6. FISCAL MANAGEMENT

### Task 6.1 - Prepare Invoicing.

SBCTA to prepare and submit invoice packages in accordance with Caltrans' requirements. Invoice packages will be based upon completion of project phases as identified in grant contract and include project expenditures to-date. SBCTA does not claim Indirect. For Fringe, the approved FY1920 ICAP rate of 101.51% was used. SBCTA's FY2021 estimated Fringe budget is 101.53%

Responsible Party: Consultant/SBCTA

### Task 6.2 – Develop Quarterly Reports.

SBCTA to develop and submit quarterly reports to Caltrans providing summary update, as well as grant/local match expenditures.

Responsible Party: Consultant/SBCTA

### Task 6.3 - Submit Final Report.

SBCTA to complete and submit a final close-out report to Caltrans detailing completion of the project in accordance with the grant contract.

Responsible Party: Consultant/SBCTA

Task	Deliverable
6.1	Project Invoices
6.2	Quarterly Reports
6.3	Final Report

### DEPARTMENT OF TRANSPORTATION

DIVISION OF TRANSPORTATION PLANNING P.O. BOX 942874, MS-32

P.O. BOX 942874, MS-32 SACRAMENTO, CA 94274-0001 PHONE (916) 654-2596 FAX (916) 653-0001 TTY 711 www.dot.ca.gov



Making Conservation a California Way of Life.

June 18, 2020

Mr. Raymond Wolfe Executive Director San Bernardino County Transportation Authority 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410

Dear Mr. Wolfe:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to offer congratulations to the San Bernardino County Transportation Authority for the recent award of the following Sustainable Transportation Planning grant:

Road Maintenance and Rehabilitation Account - Sustainable Communities - Technical									
Grant Fiscal Year	2020-21								
Grant Title	Comprehensive Pedestrian Sidewalk Connectivity Plan - Phase II								
Grantee	San Bernardino County Transportation Authority								
Sub-Recipient(s)	No Sub-Recipient								
Grant Award	\$537,377								
In-Kind/Cash Local Match*	\$69,623								
Total Project Cost	\$607,000								
Grant Expiration	February 28, 2023 - time extensions are not allowed								
Final Invoice Due	April 28, 2023								

<sup>\*</sup>Local Match amount must meet the minimum grant requirement. The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Timeline. Any change to the Local Match amount or Local Match fund source will require an Amendment.

Mr. Raymond Wolfe June 18, 2020 Page 2

### **Next Steps**

- The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
  - o A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
- The required conditions must be submitted to the Caltrans District Grant Manager no later than July 17, 2020.
  - o Failure to satisfy these conditions will result in the forfeiture of grant funds.
- The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and followup email.
- Once the required conditions are met and agreements in place, the Caltrans District Manager will:
  - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/ OWPA formal amendment is processed). Grant work cannot begin until the Notice to Proceed letter is received by your agency.
  - o Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please contact Stephanie Gallegos, Caltrans District 8 Liaison via email at stephanie.gallegos@dot.ca.gov.

Sincerely,

### Electronically signed by Erin Thompson

ERIN THOMPSON Chief, Office of Regional Planning

c: Ginger Koblasz, GIS Administrator, Planning Department, San Bernardino County Transportation Authority

Mark Roberts, Senior Transportation Planner, Caltrans District 8 Stephanie Gallegos, Associate Transportation Planner, Caltrans District 8 Caleb Brock, Associate Transportation Planner, Caltrans Headquarters

### Minute Action

**AGENDA ITEM: 11** 

Date: September 2, 2020

### Subject:

Bi-Annual Fiscal Year 2019/2020 Railroad Right-of-Way Grants of Use Report

### Recommendation:

Receive and file the second half of Fiscal Year 2019/2020 (January through June 2020) Right-of-Way Grants of Use Report.

### Background:

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Rail Property Policy No. 31602 on July 2, 2014, and approved revisions to Policy No. 31602 on March 6, 2019. In accordance with Policy No. 31602, Section III. B., Policy Principles and Authority to Execute Grants of Right of Use, the Board authorized the Executive Director, or designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A identifies the Grants of Right of Use approved in the second half of Fiscal Year 2019/2020.

### Financial Impact:

This item is consistent with the Fiscal Year 2019/2020 Budget. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Rail Property Policy No. 31602.

### Reviewed By:

This item was received by the Transit Committee on August 13, 2020.

### Responsible Staff:

Ryan Aschenbrenner, Right of Way Administrator

Approved Board of Directors Date: September 2, 2020

Witnessed By:

Entity: San Bernardino County Transportation Authority

# **Attachment A**

Bi-annual Fiscal Year 2019-2020 (Januarry to June 2020) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked	Executed	Term	Application Fees				Use Fees				Vaived Fees	Type Fees Waived	Waived Fee Comments
					Agreements	Date					Fees			Extension	on Fees			
Issued	Inland Valley Development Agency	20-1002351	Right of Entry Permit	6397	n/a	01/01/2020	06/30/2021	\$	2,230	\$	-	\$	-	\$	-	\$ -	n/a	n/a
Issued	Frontier California Inc.	20-1002328	Master Right of Entry Permit	6276	18-1002124	03/12/2020	Month to Month	\$	-	\$	-	\$	-	\$	-	\$ -	n/a	Master Right of Entry Permit has no fees.
Issued	Pacific Bell Telephone Co	20-1002306	License Agreement	6218	n/a	05/13/2020	Month to Month	\$	2,230	\$	1,200	\$	-	\$	-	\$ 2,222	Use Fee	Use Fee Waived for Telecom Uses within public streets.
Issued	City of San Bernardino	20-1002392	License Agreement	6611	n/a	04/27/2020	Month to Month	\$	-	\$	1,200	\$	-	\$	-	\$ 3,730	App & Use Fee	App fee waived for RPRP; Use fee waived pursuant to Policy 31602 V.C.8
Issued	MCImetro Access Transmission Services	19-1002245	Master License Agreement	5853	n/a	02/04/2020	Month to Month	\$	24,530	\$	8,400	\$	-	\$	-	\$ 22,220	Use Fee	Use Fee Waived for Telecom Uses within public streets.
Issued	Herman Weissker, Inc.	20-1002430	Right of Entry Permit	6745	n/a	06/19/2020	10/17/2020	\$	2,230	\$	-	\$	-	\$	-	\$ 1,500	Use Fee	Use Fee Waived pursuant to Fiber Optic Easement Rights
Amended	NPL Construction Co	19-1002134	Right of Entry Permit	6483	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	NPL Construction Co	19-1002137	Right of Entry Permit	6487	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	NPL Construction Co	19-1002154	Right of Entry Permit	6489	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	NPL Construction Co	19-1002155	Right of Entry Permit	6490	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	NPL Construction Co	19-1002156	Right of Entry Permit	6491	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	NPL Construction Co	19-1002184	Right of Entry Permit	6492	18-1001955	03/31/2020	12/31/2020	\$	-	\$	-	\$	-	\$	-	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activities
Amended	MCImetro Access Transmission Services	19-1002245	Master License Agreement	6524	n/a	04/21/2020	Month to Month	\$	8,920	\$	4,200	\$	-	\$	-	\$ 11,110	Use Fee	Use Fee Waived for Telecom Uses within public streets.

# Attachment: Attachment A - Bi-Annual Railroad ROW Grants of Use (6981: Bi-Annual Fiscal Year

# Attachment A

Bi-annual Fiscal Year 2019-2020 (Januarry to June 2020) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked Agreements	Executed Date	Term	Application Fees	Annual Admi Fees	n Use Fees	Amendment or Extension Fees		Type Fees Waived	Waived Fee Comments
Amended	Teleport Communications America, LLC	19-1002115	License Agreement	6000	n/a	01/27/2020	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 2,403	Base Fee	Amendment to document waiver of fees for Telecon Uses within public streets
Amended	Teleport Communications America, LLC	19-1002119	License Agreement	6024	n/a	01/27/2020	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 2,933	Base Fee	Amendment to document waiver of fees for Telecon Uses within public streets
Waiver	City of Redlands	15-1001300	License Agreement	6672	n/a	05/13/2020	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 1,030	Partial App Fee	Uncollected fee waived in best interest of Agency
Waiver	City of Redlands	15-1001305	License Agreement	6673	n/a	05/13/2020	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 7,030	App & Admin Fees	Uncollected fees waived in best interest of Agency
Grand Total								\$ 40,140	\$ 15,000	\$ -	\$ -	\$ 57,538		

### Minute Action

**AGENDA ITEM: 12** 

Date: September 2, 2020

### Subject:

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2020/2021

### Recommendation:

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

Approve the Southern California Regional Rail Authority's (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2020/2021, in which the following subsidies are being requested:

- i. Total operating assistance allocation of \$25,067,183, paid for with \$8,768,849 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds; \$5,902,334 of Valley Local Transportation Funds, which includes \$3,033,993 previously allocated by San Bernardino County Transportation Authority (SBCTA) for the three-month continuing resolution period; \$4,000,000 of Federal Transit Administration Section 5337 State of Good Repair Funds; \$4,000,000 of State Transit Assistance Operator Share Funds; and prior year surplus carry-over Valley Local Transportation Funds in the amount of \$2,396,000, previously reallocated by SBCTA for the three-month continuing resolution period; and
- ii. Rehabilitation allocation of \$6,789,454, paid for with \$4,627,476 of Federal Transit Administration Section 5337 State of Good Repair Funds; and \$2,161,978 of Senate Bill 1 State of Good Repair Funds (\$2,145,772 Population Share and \$16,206 Operator Share); and
- iii. Capital allocation of \$0; and
- iv. Approve the use of up to \$4,000,000 of Valley Local Transportation Funds to meet SBCTA's subsidy obligation to SCRRA, to be offset by future invoice credits as a cash flow mechanism until Federal Transit Administration Section 5337 reimbursements occur; and
- vi. De-allocate \$2,548,626 of Federal Transit Administration Section 5337 State of Good Repair Funds allocated in prior years as part of the annual subsidies that is in excess of SCRRA's needs (FY 2017/2018, \$1,304,656 and FY 2018/2019, \$1,243,970).

As referenced above, the requested subsidy amount of \$25,067,183 for operations encompasses the funds provided by SBCTA as part of the three-month continuing appropriations resolution in the amount of \$5,429,993 approved by the Board of Directors on July 1, 2020, and SCRRA has elected to commit \$8,768,849 of the SBCTA share of CARES Act funds to the FY 2020/2021 budget. This results in an outstanding balance of \$10,868,341 for the remainder of FY 2020/2021 operations.

Due to the existing "All-Share Formula" used by SCRRA, which distributes costs amongst the five member agencies for system-wide expenses, the full transmittal of SBCTA's allocation for rehabilitation is contingent upon each of the five member agencies approving their full financial contribution, as part of SCRRA's preliminary FY 2020/2021 budget request.

### Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA), requires a preliminary budget to be presented to the member agencies by May 1<sup>st</sup> of each year. However, the impact of the novel coronavirus (COVID-19) significantly disrupted the budget

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

development process and impeded SCRRA's ability to transmit a completed proposed Fiscal Year (FY) 2020/2021 (21) budget. At the April 24, 2020 meeting, the SCRRA Board of Directors (Board) approved staff's recommendation to delay transmittal of the Proposed FY 21 Budget to the member agencies and defer consideration and adoption of the Proposed FY 21 Budget by June 30<sup>th</sup>, as required by the JPA. Additionally, with the support of the member agencies, on June 26, 2020, the SCRRA Board approved a recommendation to request the member agencies for a three-month continuing appropriations resolution for SCRRA's FY 21 Budget. This action allowed extended time for development and transmittal of a Proposed FY 21 Budget from SCRRA to the member agencies by August 1, 2020, with consideration and adoption by member agencies by September 30, 2020. At the July 24, 2020 meeting, the SCRRA Board approved the transmittal of the SCRRA Proposed FY 21 Operating and Capital Program Budgets.

Adoption of the final SCRRA budget by the SCRRA Board is contingent upon each of the five (5) member agencies approving their financial contribution for the fiscal year. The five (5) member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the FY 21 budget began in December 2019, with budget development updates presented to the SCRRA Audit and Finance Committee in January 2020 and to the SCRRA Board in March 2020, with subsequent updates thereafter regarding the impact of COVID-19. There are two key funding sources for the operating budget: 1) fare revenue from riders; and 2) corresponding subsidies from member agencies. The designation of COVID-19 as a pandemic by the World Health Organization and subsequent national, state and local declarations of emergency in March, has led to the precipitous decline in ridership in response to health guidelines to limit travel to essential workers only. In tandem with spending constraints, SCRRA staff developed various scenarios for recovery. On July 24, 2020, the SCRRA Board approved the use of Scenario 2 - Recession (Medium Case): Medical crisis triggers recession. Ridership recovery by FY 2022/2023 Quarter 3 (Q3). This scenario models a return to 50% of FY 2019/2020 (20) ridership by the end of FY 21, which provides ridership for the entire FY 21 to be only 34% of FY 20, as well as restoration of the current 30% service reduction to full service beginning in Q3 of FY 21, in order to maintain social distancing. FY 21 expenses were reviewed to consider the current situation. Specifically, staff reduced expenditures to align with the reduced ridership forecast, including elimination of a merit and cost of living allowance. Operational expenses did increase specifically to address COVID-19 related expenses. Further, in consultation with member agencies, it was decided that all new service, except for Saturday service on the Ventura line and the San Bernardino Express Train, would be deferred. The Saturday service on the Ventura line would not start until April 2021. Adjustments to reflect these reviews and decisions were made to the expense and revenue amounts.

The Proposed FY 21 Budget is attached and includes new budgetary authority of approximately \$323.6 million. The proposed budget consists of Operating Budget authority of approximately \$269.3 million, an increase compared to the adopted FY 20 budget. The Capital Program authority totals \$54.3 million. In response to constraints because of COVID-19, all new Capital projects were removed from the FY 21 Capital Program Budget. The Rehabilitation Program has already been reduced to include only the most urgent needs; maintenance of the equipment and infrastructure in a state of good repair is the focus. SCRRA is requesting SBCTA to provide the following subsidy amounts; \$25,067,183 for Operating, \$6,789,454 for Rehabilitation Projects, and \$0 for New Capital Projects. The fund sources for each component are identified in the staff San Bernardino County Transportation Authority

recommendations. As part of the three-month continuing appropriations resolution, SBCTA has already provided funding for the first three months of FY 21 in the amount of \$5,429,993, and SCRRA has elected to use \$8,768,849 of the SBCTA share of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, which results in an outstanding balance of \$10,868,341 for the operating subsidy.

SBCTA's share of the operations subsidy increased by \$7,911,896 from the FY 20 adopted budget, or 46.1%, which is largely driven by the expected decrease in fare revenue. This includes the FY 21 funding needed to continue the Metrolink San Bernardino Line Fare Discount Pilot Program consisting of \$518,665 of State Transit Assistance - Operator Share funds. A portion of the funding recommended for the operating subsidy includes Federal Transit Administration (FTA) Section 5337 funds for the preventative maintenance components. FTA Section 5337 funds are received as a reimbursement that can take months to process, meaning reimbursements may not be received in a timely manner. SCRRA staff anticipates this delay in reimbursement could create cash flow problems for the agency. Therefore, SBCTA staff is recommending approval to use Local Transportation Funds (LTF) unallocated resources to meet SBCTA's subsidy obligations to SCRRA until federal reimbursement is received. SCRRA has agreed to credit the full amount of any LTF received as cash flow assistance toward the FY 21 subsidy request; therefore, SBCTA's overall subsidy will not increase as a result of using LTF until FTA reimbursements are received. The LTF unallocated amount would be a maximum of \$4,000,000, equal to the amount of the FY 21 subsidy allocation from FTA Section 5337 funds. Approval of the use of LTF unallocated Valley area apportionment balance is consistent with the SBCTA FY 21 Budget. The recommended operating subsidy funding also includes \$2,396,000 of FY 2017/2018 surplus carry-over funding, already paid to SCRRA as part of the three-month continuation of appropriations.

On May 6, 2020, the SBCTA Board approved an allocation of \$40,246,214 of FTA Section 5307 funds available under the CARES Act to SCRRA. On June 30, 2020, the Executive Director approved the release of LTF reserves to SCRRA in the amount of \$2,840,570 to help with cashflow until CARES Act funding becomes available. This LTF reserve release is considered a portion of the three-month continuation of appropriations allocated for FY 21. Additionally, of the allocated CARES Act amount, SCRRA has allocated \$10,069,910 to SBCTA's operating subsidy request. This includes a shortfall in the amount of \$1,301,061 in FY 20. See the table below for additional details.

		CARE	S Act Funding	Plan			
	METRO		OCTA	RCTC	SBCTA	VCTC	Total
Total FY21 Funding Required:	\$ 109,922,472	\$	45,932,716	\$ 23,779,837	\$ 25,067,183	\$ 12,305,314	\$ 217,007,522
FY21 Subsidy by Member Agency:	\$ 74,088,751	\$	28,773,477	\$ 17,027,338	\$ 16,298,334	\$ 10,192,716	\$ 146,380,616
Total FY21 Shortfall:	\$ 35,833,721	\$	17,159,239	\$ 6,752,499	\$ 8,768,849	\$ 2,112,598	\$ 70,626,90
Total FY20 Shortfall:	\$ 7,851,523	\$	5,472,608	\$ 745,385	\$ 1,301,061	\$ 476,715	\$ 15,847,292
CARES Act Funding by Member Agency: (includes FY20 Shortfall)	\$ 43,685,244	\$	22,631,847	\$ 7,497,884	\$ 10,069,910	\$ 2,589,313	\$ 86,474,199

Included in the Proposed FY 21 Budget are forecasted operating needs for FY 21 through FY 2023/2024 based on draft multi-year budget guidelines under development in partnership with the Member Agency Advisory Committee (MAAC). The multi-year budget development guidelines strategy is proposed to reduce staff time devoted to budget development, improve long-range and strategic planning, encourage a more policy-oriented budget process by shifting San Bernardino County Transportation Authority

the emphasis from a discussion focused on line-item details to one focused on major policy issues, strengthen performance management, and encourage fiscal discipline. The intent is for member agencies to adopt the amounts in Year 1 of the Multi-Year Forecast presented and program amounts for Years 2 through 5 for review and adoption in subsequent years; with annual updates to provide a 5-year planning horizon. The forecast will assume no change in service levels unless identified, it adjusts contractual items by their stated contract increase, and all remaining expense types based on prior year trends and known changed conditions. The intent is that subsequent years will be limited to the Annual Consumer Price Index for the February to January period of each year using the Los Angeles/Long Beach Urbanized Area Index or the amount shown in the approved forecast, whichever is greater. It should be noted that future operating subsidy requests will be highly impacted by the rate of ridership recovery. For contingency planning purposes, SCRRA will retain \$25 million of CARES Act funds to increase cash reserves from three months to six months. Due to the continued analysis of the impact of COVID-19 on ridership and revenue, the multi-year forecast for operations is still under development by SCRRA staff and will be made available to member agencies at a future date.

SCRRA has provided a forecast for the Rehabilitation Program and the New Capital Program over the next five fiscal years in the attached Proposed FY 21 Budget. The request reflects an amount similar to the FY 20 adopted budget but reduced from the multi-year forecasted budget amount as proposed in the FY 20 budget process. The Rehabilitation Program allows for the railroad to be maintained in a state of good repair, including track and structure projects, systems, rolling stock, and facilities improvements. Projects are prioritized and optimized to address the most pressing systemwide rehabilitation needs. The FY 21 proposed amount does not include drawdown on the existing State of Good Repair (SOGR) backlog, as identified in the Metrolink Rehabilitation Plan (MRP), which was developed in 2018 by SCRRA staff. The objective of the program is to rehabilitate and replace the most critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink's daily commuter rail service, Amtrak service, other railroad partner service and to maintain on-time service. This plan identified a substantial backlog of rehabilitation needs. The current backlog amount is \$443.5 million and an on-going annual need for \$84.6 million in 2018 dollars. SBCTA's share of the backlog is estimated at \$66 million with the annual need estimated at \$10.51 million. With the approval of Senate Bill 1 (SB1), approximately \$2 million of SOGR funding will be made available annually to SBCTA for allocation to Valley-area projects which could be used to help fund the backlog, although bus and rail needs must be considered in this allocation. This is in addition to \$255,000 SCRRA receives directly from SB1 for SOGR that is attributable to San Bernardino County and approximately \$10.4 million of FTA Section 5337 funds that SBCTA receives annually for Valley-area rail rehabilitation needs. To address the funding levels required to drawdown the SOGR backlog, SCRRA will complete an in-depth analysis of potential funding alternatives as part of the Strategic Business Plan, which will be released later this fiscal year. The forecast for Rehabilitation requests over the next five years is shown below (FY 2020/2021 through FY 2024/2025 include amounts to address the backlog). Life of Project Basis Rehabilitation:

- FY 2020-2021 \$ 54.3M Request/Adopt
- FY 2021-2022 \$213.1M Forecast/Program
- FY 2022-2023 \$217.6M Forecast/Program
- FY 2023-2024 \$222.1M Forecast/Program
- FY 2024-2025 \$226.2M Forecast/Program

Completion of Rehabilitation Projects are multi-year in nature. As such, the funding for the FY 21, FY 22, FY 23, FY 24, and FY 25 requests may be viewed as each having a four-year funding commitment which would have the following estimated cashflow impact over the subsequent fiscal year:

NEW CAPITAL FY2020-21 PROPOSED & FY2022-25 FORECAST CASHFLOW								
			CASH OUTLA	Y				
	FROM FY21	FROM FY22	FROM FY23	FROM FY24	FROM FY25	Total		
(\$ millions)	Budget	Forecast	Forecast	Forecast	Forecast	By Year		
FY2020-21	-	-	-	-	-	-		
FY2021-22	-	7.5	-	-	-	7.5		
FY2022-23	-	52.5	4.5	-		57.0		
FY2023-24	_	37.5	31.4	2.0	-	71.0		
FY2024-25	_	52.5	22.5	14.2	.9	90.0		
FY2025-26	_	-	31.4	10.1	6.0	47.6		
FY2026-27	-	-	-	14.2	4.3	18.5		
FY2027-28	_	-	-	-	6.0	6.0		
Total	\$ -	\$ 150.1	\$ 89.8	\$ 40.5	\$ 17.2	\$ 297.6		

Projects authorized in prior years but "carried over" total \$183.7 million for Rehabilitation Projects and \$159.2 million for New Capital Projects. Please see Attachment F of the Transmittal Letter to member agencies for additional details.

# Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

## Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

### Responsible Staff:

Rebekah Soto, Management Analyst

Approved Board of Directors Date: September 2, 2020

Witnessed By:



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY 900 Wilshire Blvd. Suite 1500 Los Angeles, CA 90017

metrolinktrains.com

July 24, 2020

TO: Darrell Johnson, Chief Executive Officer, OCTA

Darren Kettle, Executive Director, VCTC Anne Mayer, Executive Director, RCTC

Phil Washington, Chief Executive Officer, Metro Dr. Raymond Wolfe, Executive Director, SBCTA

**FROM:** Stephanie N. Wiggins, *Chief Executive Officer, SCRRA* 

**SUBJECT:** SCRRA Request for Adoption of the Authority's FY 2020-21(FY21) Budget

On July 24, 2020, the SCRRA Board approved the transmission of the Proposed FY21 Budget for your consideration and adoption.

The Proposed FY21 Budget documentation which was presented at the AFCOM Committee on July 10, 2020 and at the Board of Directors Meeting on July 24, 2020, is attached for your review. It includes:

- Board Item # 21 Approved at the Board of Director's Meeting on July 24, 2020
- Related attachments include:
  - o A FY21 Proposed Budget as Compared to FY20 Adopted Budget
  - o B Historical Budgets FY17 FY21
  - o C FY21 Proposed Budget by Member Agency
  - o D New Service
  - E FY 21 Proposed Rehabilitation Projects
  - F Capital Projects Carry Forward from prior years

#### **Next Steps**

July – Sept 2020	Staff to present at Member Agencies' Committee and Board meetings as requested
Sept 25, 2020	FY21 Proposed Budget to Board for Adoption

Thank you for your ongoing support and active participation in the development of the FY21 Proposed Budget. SCRRA staff remain available to address any questions or concerns you have as we anticipate adoption of the budget by the SCRRA Board of Directors in September 2020. If you have any comments or concerns, please do not hesitate to contact me directly at (213) 452-0258. You may also contact Arnold Hackett, Interim Chief Financial Officer at 213-452-0285.

Sincerely,

Stephanie N. Wiggins Chief Executive Officer

CC: MAAC members



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

metrolinktrains.com/meeting

TRANSMITTAL DATE: July 2, 2020

MEETING DATE: July 10, 2020 ITEM 21

TO: Audit and Finance Committee

FROM: Stephanie Wiggins, Chief Executive Officer

SUBJECT: Transmittal of the Authority's Proposed FY2020-21

**Operating and Capital Program Budgets** 

### <u>Issue</u>

The Authority is required, under the Joint Powers Authority (JPA), to provide to its Member Agencies, on or before May 1 of each year, a Proposed Budget for the coming fiscal year (effective July 1, the start of the fiscal year) for individual agency consideration and approval. The impact of the novel coronavirus (COVID-19) disrupted the ability of the Authority to transmit a proposed budget by the annual deadline. During the stay-at-home orders which took effect in March, staff has worked diligently to keep MAAC members informed about the status of budget developments. A budget has now been produced incorporating the fiscal realities arising from COVID-19.

### Recommendation

It is recommended that the Board approve:

- 1) The transmittal of the Proposed FY2020-21(FY21) Budget for consideration and adoption by Member Agencies by September 30<sup>th</sup>;
- 2) The option of a mid-year budget review and possible adjustment to be brought to the Metrolink Board in January of 2021; and
- 3) The retention of \$25M of CARES Act funds to increase cash reserves from three months to six months.

# **Strategic Goal Alignment**

This report aligns with the strategic goal to maintain fiscal sustainability.

### **Background**

Formal development of the FY21 Budget began in December 2019, with budget development updates presented to the Audit and Finance Committee in January 2020 and the Board in March 2020. In March, the CEO immediately took action to limit

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spending for the remainder of FY20, including initiating a 30% service reduction, a hiring freeze, a freeze on business travel, and a robust review of spending by every department to determine possible areas for savings and deferrals of spending. This last exercise alone resulted in the identification of \$8 million in cost savings throughout the organization. By the end of April, ridership had dropped to 10% of levels for the previous year.

The CEO received approval from the Board at the April 24, 2020 meeting to delay transmittal of the Proposed FY21 Budget to the Member Agencies until August 1 and defer budget consideration and adoption until September 30, 2020.

With the support of the Member Agencies, at its June 26 Meeting, the Board approved a Three-Month Continuing Appropriations Resolution, to provide funding during the period of the development of the revised budget.

## **Discussion**

The designation of the COVID-19 as a pandemic by the World Health Organization and subsequent national, state, and local emergency declarations in March has led to the precipitous decline in ridership in response to the health guidance to limit travel to essential workers only. As of the preparation of this report, the stay-at-home orders are still in effect and, because of the latest rise in the rate of positive cases of coronavirus, uncertainty remains as to the length of the orders in the region.

### Development of the Proposed FY21 Budget amidst COVID-19

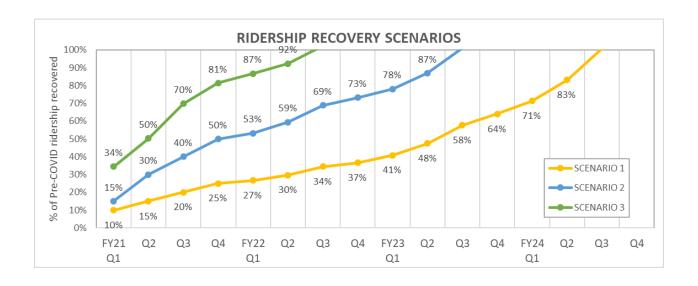
This section describes how Metrolink staff arrived at the final Proposed FY21 Budget in the COVID-19 environment.

In tandem with spending constraints, staff developed various scenarios for recovery. Worst-case, Medium-case and Best-case ridership scenarios forecasted various improvements in ridership as shown below:

- Scenario 1 Muted Recovery (Worst Case): Major economic downturn. Ridership recovery prolonged until FY24 Q3
- Scenario 2 Recession (Medium Case): Medical crisis triggers recession.
   Ridership recovery by FY23 Q3
- Scenario 3 No Recession (Best Case): Ridership recovery by FY22 Q3

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These scenarios were then combined with various payroll and service restoration scenarios as shown below:

Please note that the chart below is a depiction of one of the steps in arriving at the final Proposed FY21 Budget transmitted here. Further reductions to both Revenue and Expense were identified and are reflected in Attachments A, B and C.

Comparison of Post-COVID Budget Scenarios

l	Pre-COVID Proposed	Worst Case Ridership Scenario   Wedidin Case Ridership Scenario					Post-COVID Proposed Budget Best Case Ridership Scenario			
(000s)	Budget	Merit & COLA 3 Quarters	COLA 3 Quarters	No Merit or COLA	Merit & COLA 3 Quarters	COLA 3 Quarters	No Merit or COLA	Merit & COLA 3 Quarters	COLA 3 Quarters	No Merit or COLA
Operating Revenue										
Farebox Revenue	85,575	13,934	13,934	13,934	26,840	26,840	26,840	46,932	46,932	46,93
Special Trains Revenue	219	219	219	219	219	219	219	219	219	219
Fare Reduction Subsidy	1,666	400	400	400	700	700	700	1,200	1,200	1,200
Dispatching	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327
Other Revenues	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,07
MOW Revenues	12,960	12,960	12,960	12,960	12,960	12,960	12,960	12,960	12,960	12,960
Total Operating Revenues	103,823	30,916	30,916	30,916	44,121	44,121	44,121	64,713	64,713	64,71
Operating Expenses										
Operations & Services	157,926	156,362	156,342	156,329	156,362	156,342	156,329	156,362	156,342	156,329
Maintenance of Way	48,078	47,890	47,753	47,787	47,890	47,753	47,787	47,890	47,753	47,78
Administration & Services	47,187	46,828	46,388	46,095	46,828	46,388	46,095	46,828	46,388	46,09
Contingency	200	200	200	200	200	200	200	200	200	200
Insurance and Legal	15,032	14,967	14,967	14,967	14,967	14,967	14,967	14,967	14,967	14,96
Total Operating Expenses	268,424	266,247	265,650	265,378	266,247	265,650	265,378	266,247	265,650	265,37
Total Operating Subsidy	164,601	235,331	234.734	234,462	222,126	221,529	221,256	201,534	200,937	200,66

Staff then considered various subsidy levels from Member Agencies as shown below:

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Member Agency Subsidy Options						
Options Considered		Amount				
FY21 Pre-COVID Subsidy Level	\$	164,600,774				
% of FY20 Budget Subsidy Level	\$	146,380,616				
100% of FY20 Budget Subsidy Level	\$	157,445,412				
FY19 Budget Subsidy Level	\$	150,549,697				

A determination was made that the Medium-case scenario should be the basis for Operating Revenues for the Proposed FY21 Budget. This scenario models a return to 50% of FY20 ridership by the end of FY21, which provides ridership for the entire FY21 year of only 34% of FY20.

The budget includes restoration of the current 30% service reduction to full service beginning in the third quarter of FY21 in order to maintain social distancing.

FY21 Expenses were reviewed to consider the current situation. Specifically, staff reduced expenditures to align with the reduced ridership forecast, including elimination of a merit and cost of living allowance. Operational expenses did increase specifically to address COVID-19 related expenses. Further, in consultation with Member Agencies, it was decided that all new service, except for Saturday service on the Ventura line and the San Bernardino Express Train, would be deferred. The Saturday service on the Ventura line would not start until April '21. Adjustments to reflect these reviews and decisions were made to the expense and revenue amounts.

The FY21 Proposed Operating Budget as shown in Attachment A reflects Revenue of \$43.5M, Expense of \$260.5M, a Member Agency Subsidy of \$146.4M, and CARES Act funding of \$70.6M

The reduction in FY21 Operating Revenue as compared to the FY20 Adopted Budget is \$61.9M. This reduction is entirely caused by the reduced ridership because of COVID-19.

Total Proposed FY21 Operating Expenses are \$260.5M or \$2.4M lower than the FY20 Adopted Budget, or a decrease of 0.9%.

The FY21 Proposed Operating Budget by Category as compared to the FY20 Adopted Budget is shown in Attachment A. A summary including the Pre-Covid Budget is shown below:

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\$ 262,869 \$ 268,424 \$ 260,508 \$ (7,916) -2.9% \$ (2,361) -0	F	Y20 Adopted Budget	-	Y21 Pre- VID Budget	FY21 Proposed Budget		PreCovid Vs Proposed			Proposed vs FY20 Adopted		
	\$	262,869	\$	268,424	\$	260,508	\$	(7,916)	-2.9%	\$	(2,361)	-0.9%

The Actual Operating Statement for FY17 – FY19, the Adopted Budget for FY20, and the FY21 Proposed Operating Budget are shown in Attachment B.

The Proposed FY21 Operating Budget by Member Agency is shown in Attachment C.

Expense increases from the FY20 Budget occur only where year-to-date actuals through May 2020 were found to exceed budgeted amounts, and/or where actual quotes show increases (as in the case of the insurance premiums), or additional spending is required to accommodate the new activities required by COVID-19.

The Member Agency subsidy requested covers approximately two thirds of the required funding. Amounts in whole dollars are as shown below:

	Metro	ОСТА	RCTC	SBCTA	VCTC	Total
FY21 Proposed Budget Requested						
Subsidy	\$ 74,088,751	\$ 28,773,477	\$ 17,027,338	\$ 16,298,334	\$ 10,192,716	\$ 146,380,616

The Federal CARES Act provides funding to transit agencies to help, prevent, prepare for, and respond to the COVID-19 pandemic. The Authority is eligible to receive a share of the allocation of these funds through the Member Agencies. The Member Agencies have provided the Authority with the following allocations:

(in OOO's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
<b>Cares Act Amounts</b>	\$ 56,432	\$ 64,633	\$ 33,619	\$ 40,246	\$ 32,054	\$ 226,984

As shown on Attachment C, the CARES Act funding will be used to cover approximately one third of the required annual funding for FY21.

In considering the CARES Act funding, it must be recognized that ridership is not expected to return to Pre-COVID levels until the third quarter of FY23. In addition, over the next two years, the Agency is facing the expiration of the current contracts of four of

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the five major vendors. New train operator services and signal and communication and track maintenance mini-bundle contract awards during FY21 may include one-time mobilization and de-mobilization costs. Consistent with mobilization approach in the past, these costs are not included in the FY21 Proposed Budget. Funding for the mobilization will be provided by CARES Act funding at the time of contract award, if needed.

The Authority is currently laboring under a severe shortage of working capital. Current reserves at \$25M provide for only three months of critical expenditures. Staff is also recommending that\$25M of CARES Act funding be set aside to increase our reserve to six months of critical expenses.

There is absolutely no question that the availability of CARES Act funding will be critical to providing required additional funding for the next several years.

## **CAPITAL PROGRAM BUDGET**

The preliminary proposal for the FY21 Capital Program budget was introduced to the Board at the March 27 Board meeting. In response to constraints because of COVID-19, all New Capital projects were removed from the FY21 Capital Program budget. Maintaining our equipment and infrastructure in a state of good repair is critical to safety. The Rehabilitation Program has already been reduced to include only the most urgent needs. With safety and security as the foundation of Metrolink, staff is recommending that the FY21 Rehabilitation Program be adopted as presented here.

Metrolink's Capital Program is made up of two parts: Rehabilitation and New Capital projects. Rehabilitation projects address and maintain Metrolink assets in a state of good repair and include projects from all asset categories, including track, structures, train control systems, facilities, rolling stock, and non-revenue vehicles. New Capital projects consist of new initiatives to enhance or expand Metrolink's service. This report includes a brief discussion on the Southern California Optimized Rail Expansion (SCORE) Program but does not include figures in the budgetary forecasts for FY21, since that program is separately funded through third party grants.

In 2018, staff created the Metrolink Rehabilitation Plan (MRP) as an outcome of the federally-mandated Transit Asset Management (TAM) Plan and in response to requests by Member Agencies and the Metrolink Board for a long-range (20 to 25-year) forecast of the Authority's State of Good Repair (SOGR) needs so that Member Agencies, and the Authority could develop long-range financial programming to address critical SOGR needs. The MRP is a detailed condition and age-based assessment of all Metrolink assets. The initial MRP, presented to the Board in July 2018, detailed that Metrolink had a backlog of SOGR needs totaling \$443.5M and an annual on-going need of \$84.8M.

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Staff has used the MRP, Strategic Business Plan, and other Board-approved planning documents as a basis for our annual request in this FY21 Budget request and Multi-Year Forecast. On this basis, staff has provided projections of future investments needed for SOGR on a programmatic basis, by asset class and by Member Agency. Staff has also provided estimated cash flow information at a macro level (for Rehabilitation and New Capital programs) to assist with multi-year planning and fiscal forecasting as requested by Member Agencies.

Authority staff has provided scopes and definitions for all programmatic projects that are recommended for funding in the annual Capital Program budget (Attachment E). This information includes project estimates that serve as the basis of an estimated cash flow. In developing the FY2020-21 budget, staff followed the MRP recommended 6-year backlog drawdown strategy, as presented in the FY2019-20 budget development process and programmed into the FY2020-21 forecast. The FY2020-21 initial budget was shared with the MAAC during its February 6, 2020 meeting and in subsequent individual Member Agency meetings. Discussions included how to fund the MRP identified backlog, and the budgetary constraints facing the Member Agencies and Metrolink. Staff reviewed comments and questions from the MAAC, then revised the FY2020-21 budget to further prioritize and optimize the request, while deferring the drawdown of the MRP identified backlog to future years.

The proposed FY2020-21 Capital Program budget request reflects an amount similar to the FY2019-20 adopted budget but reduced from the multi-year forecasted budget amount as proposed in FY2019-20 budget process. This proposed amount does not address a drawdown of SOGR backlog as identified in the MRP due to the large funding amounts required of Member Agencies. The revised FY2020-21 Capital Program projects are prioritized and optimized to address the most pressing systemwide rehabilitation needs. To address the funding levels required to drawdown the SOGR backlog, the Authority will complete an in-depth analysis of potential funding alternatives as part of the Authority's Strategic Business Plan. Upon internal review and vetting, the FY21 Capital Program proposed request is \$54.3M as shown below:

Capital Program	FY20/21
Tracks	\$17,398
Structures	\$6,301
Systems	\$11,225
Vehicles	\$5,290
Rolling Stock	\$10,691
Facilities	\$3,430
Total Capital Investment	\$54,335
Annual Cash Flow	\$2,716

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The proposed Rehabilitation budget was revised after the presentation to the Board on March 27, 2020. In discussions with the MAAC, RCTC and VCTC requested an adjustment to increase their line specific Rehabilitation budgets for the Perris Valley and Ventura Lines, respectively. Additionally, in response to budget constraints as a result of the COVID-19 pandemic, the two New Capital projects, CMF Tail Tack and the Specialized Maintenance Equipment (Phase 2), are to be deferred to future years. Due to the adjusted Rehabilitation requests and the deferral of the New Capital projects, the Capital Program budget amount has been revised from \$75.7 and is now \$54.3 million.

The forecast for Rehabilitation requests over the next five years is shown below (years FY22 through FY25 include amounts to address the backlog):

Life of Project Basis Rehabilitation:

FY2020-21	\$ 54.3M	Request/Adopt
FY2021-22	\$213.1M	Forecast/Program
FY2022-23	\$217.6M	Forecast/Program
FY2023-24	\$222.1M	Forecast/Program
FY2024-25	\$226.2M	Forecast/Program

Completion of Rehabilitation projects are multi-year in nature. As such, the funding for the FY21, FY22, FY23, FY24, and FY25 requests may be viewed as each having a four-year funding commitment which would have the following estimated cashflow impact over the subsequent fiscal year:

REHABILITATION FY2020-21 PROPOSED & FY2022-25 FORECAST CASHFLOW									
CASH OUTLAY									
	FROM FY21	FROM FY22	FROM FY23	FROM FY24	FROM FY25	Total			
(\$ millions)	<b>Budget</b>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	By Year			
FY2020-21	2.7	-	-	-	-	2.7			
FY2021-22	19.0	10.7	-	-	-	29.7			
FY2022-23	16.3	74.6	10.9	-	-	101.8			
FY2023-24	16.3	63.9	76.1	11.1	-	167.5			
FY2024-25	-	63.9	65.3	77.7	11.3	218.2			
FY2025-26	-	-	65.3	66.6	79.2	211.0			
FY2026-27	-	-	-	66.6	67.9	134.5			
FY2027-28	-	-	-	-	67.9	67.9			
Total	\$ 54.3	\$ 213.1	\$ 217.6	\$ 222.1	\$ 226.2	\$ 933.2			

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The forecast for New Capital requests over the next five years is shown below:

Life of Project Basis New Capital:

FY2020-21	\$ 0	Request/Adopt
FY2021-22	\$150.1M	Forecast/Program
FY2022-23	\$ 89.8M	Forecast/Program
FY2023-24	\$ 40.5M	Forecast/Program
FY2024-25	\$ 17.2M	Forecast/Program

Completion of New Capital projects are multi-year in nature. As such, the funding for the FY21, FY22, FY23, FY24, and FY25 requests may be viewed as each having a four-year funding commitment which would have the following estimated cashflow impact over each subsequent fiscal year:

	FY202	0-21 PROPOSE	NEW CAPITA D & FY2022-25		SHFLOW	
			CASH OUTLA	Υ		
	FROM FY21	FROM FY22	FROM FY23	FROM FY24	FROM FY25	Total
(\$ millions)	Budget	Forecast	Forecast	Forecast	Forecast	By Year
FY2020-21	-	-	-	-	-	-
FY2021-22	-	7.5	-	-	-	7.5
FY2022-23	-	52.5	4.5	-		57.0
FY2023-24	-	37.5	31.4	2.0	-	71.0
FY2024-25	-	52.5	22.5	14.2	.9	90.0
FY2025-26	-	-	31.4	10.1	6.0	47.6
FY2026-27	-	-	-	14.2	4.3	18.5
FY2027-28	-	-	-	-	6.0	6.0
Total	\$ -	\$ 150.1	\$ 89.8	\$ 40.5	\$ 17.2	\$ 297.6

# **Carryover from Prior Years**

Capital Program projects are frequently multi-year endeavors. Unexpended project balances are referred to as "Carryovers" because their uncompleted balance moves forward to the following year. Projects authorized in prior years but "carried over" total \$183.7M for Rehabilitation projects and \$159.2M for New Capital projects (Attachment F).

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## **SCORE Program**

In FY2020-21, the Agency will continue work on the SCORE Program as funded primarily by the State of California. Major projects that will be undertaken in the upcoming year include:

- Construction of the Orange County Interim Setout Track in Irvine;
- Construction of the Los Angeles Union Station Rail Yard Rehabilitation & Modernization Project, which is a pre-cursor to the Link US Project;
- Commencement of the Final Design for SCORE Phase 1 Corridor Projects; and
- Construction of the Signal Respacing on the Olive Sub (CP Atwood to Orange), Signal Respacing in South Orange County (CP Avery to Songs), Signal Modifications from Burbank to LA, and Burbank Junction Speed Improvements.

# Redlands Passenger Rail/Arrow Service

All capital costs related to Arrow service (including two new positions which are specified in the Arrow Service Memorandum of Understanding approved by the Board on May 15, 2020) are included here and fully reimbursed by SBCTA. This increases the total Authority FTE headcount from 283 to 285.

Arrow revenue service will not begin until FY22, and until that time all expenses are assigned to capital as developmental.

# **Budget Impact**

There is no budgetary impact as a result of this report. It is a request for Transmission of the FY21 Budget to the Member Agencies for consideration.

The Capital Program Budget has been revised to remove all New Capital requests. However, staff strongly recommends that no further cuts be made to the Capital Program Budget, which now includes only Rehabilitation Projects. The Capital Budget was already reduced by 50% from original calculations and recommendations in the MRP. With a backlog of almost \$500M, further cuts would create safety and reliability concerns.

## **Next Steps**

Should the Board approve the recommendations, staff will transmit the request for consideration and adoption to the Member Agencies by August 1, 2020. Upon adoption by all Member Agencies, staff anticipates presenting the formal request for Adoption of the FY21 Budget to the Metrolink Board at its September 25, 2020 meeting.

Prepared by: Christine J. Wilson, Senior Finance Manager

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Arnold Hackett, Interim Chief Financial Officer

### As of 06/26/20

	FY2019-20	FY2020-21	FY2020-21 Propose FY2019-20 Adopte	
(\$000s)	Adopted	Proposed Budget	\$ Variance	% Variance
Operating Revenue				
Farebox Revenue	87,739	26,219	(61,520)	-70.1%
Special Trains	219	219	-	0.0%
Fare Reduction Subsidy	2,025	700	(1,325)	-65.4%
Subtotal-Pro Forma FareBox	89,983	27,138	(62,845)	-69.8%
Dispatching	2,172	2,327	155	7.1%
Other Revenues	257	1,075	818	318.3%
MOW Revenues	13,011	12,960	(50)	-0.4%
Total Operating Revenue	105,423	43,500	(61,923)	-58.7%
Operating Expenses				
Operations & Services				
Train Operations	48,733	49,978	1,245	2.6%
Equipment Maintenance	36,638	39,202	2,564	7.0%
Fuel	21,730	20,539	(1,192)	-5.5%
Non-Scheduled Rolling Stock Repairs	160	140	(20)	-12.5%
Operating Facilities Maintenance	1,749	1,745	(4)	-0.2%
Other Operating Train Services	977	984	6	0.6%
Special Trains	793	779	(14)	-1.8%
Rolling Stock Lease	230	230	-	0.0%
Security - Sheriff	6,095	7,078	983	16.1%
Security - Guards	2,552	3,009	457	17.9%
Supplemental Additional Security	660	676	16	2.4%
Public Safety Program	421	105	(316)	-75.0%
Passenger Relations	1,797	1,812	15	0.8%
TVM Maintenance/Revenue Collection	9,652	6,827	(2,825)	-29.3%
Marketing	1,769	2,408	639	36.1%
Media & External Communications	459	481	22	4.9%
Utilities/Leases	2,695	3,066	372	13.8%
Transfers to Other Operators	5,301	2,983	(2,319)	-43.7%
Amtrak Transfers	2,400	1,854	(546)	-22.8%
Station Maintenance	2,230	2,298	68	3.0%
Rail Agreements	6,362	5,804	(558)	-8.8%
Subtotal Operations & Services	153,404	151,998	(1,406)	-0.9%
Maintenance-of-Way	100,101	101,000	(.,,	
MoW - Line Segments	46,254	46,611	357	0.8%
MoW - Extraordinary Maintenance	712	1,050	338	47.5%
Subtotal Maintenance-of-Way	46,966	47,662	696	1.5%
Administration & Services	40,500	47,002	030	1.070
Ops Salaries & Fringe Benefits	14,631	14,627	(4)	0.0%
Ops Non-Labor Expenses	8,792	7,518	(1,273)	-14.5%
Indirect Administrative Expenses	20,755	20,978	223	1.1%
Ops Professional Services	3,962	2,559	(1,404)	-35.4%
Subtotal Admin & Services	48,140	45,681	(2,458)	-5.1%
Contingency (Non-Train Ops)	200	200	(2,430)	0.0%
Total Operating Expenses	248,710	245,541	(3,169)	-1.3%
	240,710	245,541	(3,109)	-1.3%
Insurance and Legal	44.000	10.05-	2	0.461
Liability/Property/Auto	11,906	12,865	959	8.1%
Net Claims / SI	1,000	1,000	(450)	0.0%
Claims Administration	1,252	1,102	(150)	-12.0%
Net Insurance and Legal	14,158	14,967	809	5.7%
TOTAL EXPENSES	262,869	260,508	(2,361)	-0.9%
Net Loss	(157,445)	(217,008)	(59,562)	37.8%
Required Funding	157,445	217,008	59,562	37.8%
Funding Provided:				
Member Agency Subsidies	157,445	146,381	(11,065)	-7.0%
CARES ACT FUNDING		70,627		

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	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2020-21 Prop Vs FY2019-20 Budg	Adopted
(\$000s)	Actual	Actual	Actual	Adopted	Proposed Budget	\$ Variance	% Variance
Operating Revenue							
Farebox Revenue	82,883	82,542	79,007	87,739	26,219	(61,520)	-70.1%
Special Trains	-	-		219	219	-	0.0%
Fare Reduction Subsidy	490	157	3,147	2,025	700	(1,325)	-65.4%
Subtotal-Pro Forma FareBox	83,373	82,699	82,154	89,983	27,138	(62,845)	-69.8%
Dispatching	2,016	2,133	2,136	2,172	2,327	155	7.1%
Other Revenues	762	463	790	257	1,075	818	318.3%
MOW Revenues	12,384	12,789	13,017	13,011	12,960	(50)	-0.4%
Total Operating Revenue	98,535	98,084	98,097	105,423	43,500	(61,923)	-58.7%
Operating Expenses							
Operations & Services							
Train Operations	41,616	42,116	43,093	48,733	49,978	1,245	2.6%
Equipment Maintenance	35,422	34,242	36,642	36,638	39,202	2,564	7.0%
Fuel	18,207	17,577	23,582	21,730	20,539	(1,192)	-5.5%
Non-Scheduled Rolling Stock Repairs	1	56	87	160	140	(20)	-12.5%
Operating Facilities Maintenance	1,475	1,493	1,683	1,749	1,745	(4)	-0.2%
Other Operating Train Services	449	722	1,069	977	984	6	0.6%
Special Trains				793	779	(14)	-1.8%
Rolling Stock Lease	230	11	230	230	230	-	0.0%
Security - Sheriff	5,511	5,662	6,323	6,095	7,078	983	16.1%
Security - Guards	1,283	1,931	2,353	2,552	3,009	457	17.9%
Supplemental Additional Security	520	227	39	660	676	16	2.4%
Public Safety Program	203	193	209	421	105	(316)	-75.0%
Passenger Relations	1,868	1,723	1,769	1,797	1,812	15	0.8%
TVM Maintenance/Revenue Collection	7,934	8,188	7,871	9,652	6,827	(2,825)	-29.3%
Marketing	716	1,307	4,304	1,769	2,408	639	36.1%
Media & External Communications	249	320	348	459	481	22	4.9%
Utilities/Leases	2,614	2,804	2,775	2,695	3,066	372	13.8%
Transfers to Other Operators	6,003	3,818	5,608	5,301	2,983	(2,319)	-43.7%
Amtrak Transfers	1,307	1,678	1,497	2,400	1,854	(546)	-22.8%
Station Maintenance	1,196	1,575	1,847	2,230	2,298	68	3.0%
Rail Agreements	5,155	4,938	5,696	6,362	5,804	(558)	-8.8%
Subtotal Operations & Services	131,960	130,582	147,026	153,404	151,998	(1,406)	-0.9%
laintenance-of-Way	,	,	ŕ	ŕ	ŕ	( , ,	
MoW - Line Segments	37,355	42,411	43,112	46,254	46,611	357	0.8%
MoW - Extraordinary Maintenance	1,260	594	801	712	1,050	338	47.5%
Subtotal Maintenance-of-Way	38,615	43,005	43,913	46,966	47,662	696	1.5%
dministration & Services	33,313	10,000	10,010	10,000	,	•	1107
Ops Salaries & Fringe Benefits	13,808	12,507	13,484	14,631	14,627	(4)	0.0%
Ops Non-Labor Expenses	5,046	5,890	6,725	8,792	7,518	(1,273)	-14.5%
Indirect Administrative Expenses	14,090	19,333	16,151	20,755	20,978	223	1.1%
Ops Professional Services	1,963	2,687	2,423	3,962	2,559	(1,404)	-35.4%
Subtotal Admin & Services	34,907	40,417	38,784	48,140	45,681	(2,458)	-5.1%
Contingency (Non-Train Ops)	2	15	-	200	200	(2,400)	0.0%
Total Operating Expenses	205,484	214,019	229,723	248,710	245,541	(3,169)	-1.3%
nsurance and Legal	200,101	21.1,010	220,: 20	2.0,7.10	2.0,0	(0,100)	1.07
_	11,061	9,748	0.420	11 006	12 965	959	8.1%
Liability/Property/Auto Net Claims / SI	•		9,429	11,906	12,865	909	0.0%
Claims Administration	5,115 704	8,551 585	1,212 682	1,000 1,252	1,000	(150)	
					1,102	` ,	-12.0%
Net Insurance and Legal	16,880	18,883	11,324	14,158	14,967	809	5.7%
TOTAL EXPENSES et Loss	(129,498)	(134,818)	<b>241,046</b> (142,949)	<b>262,869</b> (157,445)	<b>260,508</b> (217,008)	<b>(2,361)</b> (59,562)	<b>-0.9</b> %
lember Agency Subsidies/Requirement	141,989	142,399	150,550	, ,	217,008)	59,562	37.8%
			7,600	157,445	۲۱۱,008	39,502	31.8%
Curplus / /Defiei4\					_		
Surplus / (Deficit)	12,491	7,581   equested Subsi	-	A	146,381	(11,065)	-7.0%

As of 6/26/20

		F	Y2020-21 Pr	oposed Bud	lget		
(\$000's)	METRO	OCTA	RCTC	SBCTA	VCTC		TOTAL
Operating Revenue							
Farebox Revenue	\$ 12,471	\$ 7,116	\$ 2,609	\$ 3,082	\$ 941	\$	26,219
Special Trains	91	55	41	18	14	\$	219
Fare Reduction Subsidy	419	-	-	281	-	\$	700
Subtotal-Pro Forma FareBox	12,981	7,171	2,650	3,382	955	\$	27,138
Dispatching	1,186	784	11	63	284	\$	2,327
Other Revenues	529	275	101	131	39	\$	1,075
MOW Revenues	7,490	2,631	692	1,630	518	\$	12,960
Total Operating Revenue	22,185	10,861	3,453	5,205	1,797	\$	43,500
Operating Expenses							
Operations & Services							
Train Operations	26,965	10,903	4,305	5,859	1,945	\$	49,978
Equipment Maintenance	19,452	8,942	4,430	4,678	1,700	\$	39,202
Fuel	10,710	4,834	1,709	2,522	763	\$	20,539
Non-Scheduled Rolling Stock Repairs	73	33	14	16	4	\$	140
Operating Facilities Maintenance	906	411	170	203	55	\$	1,745
Other Operating Train Services	488	136	118	163	79	\$	984
Special Trains	219	333	115	30	82	\$	779
Rolling Stock Lease	109	46	26	33	17	\$	230
Security - Sheriff	4,000	1,541	556	819	163	\$	7,078
Security - Guards	1,429	516	445	321	298	\$	3,009
Supplemental Additional Security	321	178	69	84	24	\$	676
Public Safety Program	50	18	16	11	10	\$	105
Passenger Relations	873	496	164	220	59	\$	1,812
TVM Maintenance/Revenue Collection	2,840	1,584	1,202	765	437	\$	6,827
Marketing	1,184	623	224	292	85	\$	2,408
Media & External Communications	228	83	72	50	48	\$	481
Utilities/Leases	1,455	528	456	322	305	\$	3,066
Transfers to Other Operators	1,589	774	221	306	93	\$	2,983
Amtrak Transfers	572	1,203	1	2	76	\$	1,854
Station Maintenance	1,332	386	179	305	96	\$	2,298
Rail Agreements	2,222	1,528	1,460	353	241	\$	5,804
Subtotal Operations & Services	77,019	35,094	15,952	17,352	6,581	\$	151,998
Maintenance-of-Way							
MoW - Line Segments	24,766	9,628	3,173	6,202	2,842	\$	46,611
MoW - Extraordinary Maintenance	615	150	100	112	73	\$	1,050
Subtotal Maintenance-of-Way	25,381	9,779	3,273	6,314	2,914	\$	47,662
Administration & Services							
Ops Salaries & Fringe Benefits	6,939	2,532	2,169	1,537	1,449	\$	14,627
Ops Non-Labor Expenses	3,737	1,774	848	837	322	\$	7,518
Indirect Administrative Expenses	9,952	3,614	3,121	2,203	2,087	\$	20,978
Ops Professional Services	1,214	441	381	269	255	\$	2,559
Subtotal Admin & Services	21,842	8,362	6,519	4,846	4,113	\$	45,681
<u>Contingency</u>	95	34	30	21	20	\$	200
Total Operating Expenses	124,337	53,269	25,774	28,533	13,628	\$	245,541
Insurance and Legal							
Liability/Property/Auto	6,679	3,029	1,254	1,495	407	\$	12,865
Net Claims / SI	519	235	97	116	32	\$	1,000
Claims Administration	572	260	107	128	35	\$	1,102
Total Net Insurance and Legal	7,770	3,525	1,459	1,740	474	\$	14,967
Total Expenses	132,107	56,793	27,233	30,272	14,102	\$	260,508
Net Loss	(109,922)	(45,933)	(23,780)	(25,067)	(12,305)		(217,008)
Required Funding	109,922	45,933	23,780	25,067	12,305		217,008
Funding Provided:							
Member Agency Subsidies	74,089	28,773	17,027	16,298	10,193	L	146,381
CARES ACT FUNDING	35,834	17,159	6,752	8,769	2,113		70,627

Numbers may not foot due to rounding.

# **FY21 NEW SERVICE**

# Attachment D

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
REVENUE						_
Ventura Line - Saturday service	8,725	-	-	-	10,610	19,335
SB Line - convert local to express	-	-	-	-	-	-
Total Revenue	8,725	-	-	-	10,610	19,335
EXPENDITURES						
Ventura Line - Saturday service	45,891	-	-	-	55,807	101,698
SB Line - convert local to express	-	-	-	-	-	-
Total Expenditures	45,891	-	-	-	55,807	101,698
OPERATING SUBSIDY						
Ventura Line - Saturday service	37,166	-	-	-	45,197	82,363
SB Line - convert local to express	-	-	-	-	-	-
Total Operating Subsidy	37,166	-	-	-	45,197	82,363

Attachment: Transmittal Letter to Member Agencies for FY21 Proposed Budget (6983 : SCRRA Preliminary Budget Request for Fiscal Year



# **REHABILITATION PROJECT PROPOSALS FOR FY2021 BUDGET**

06/25/20

MO	PROJEC <sup>*</sup>	T SUE	BDIVISION POST	CONDITION	IMPACT	ASSET	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER
1	2141	All	NA NA	Worn	High	Track	SYSTEMWIDE TRACK REHABILITATION	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog:  - Rail Grinding: ongoing systemwide program  - Surfacing Program to restore track profiles and cross sections  - Infrastructure study & planning and data collection for condition assessments	5,000,000	2,375,000	990,000	555,000	720,000	360,000	-
2	2150	All	NA	Worn	High	Non- Revenue Fleet	MAINTENANCE-OF-WAY (MOW) VEHICLES & EQUIPMENT - REPLACEMENT & OVERHAUL	MOW vehicles and equipment major overhaul and replacement via new acquisition or lease-to-purchase addresses the fleet of specialized & ops. vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.  Replacement of MOW equipment and vehicles; Rehabilitation of MOW equipment.  QTY 15 - Light duty vehicles to support operations, signal, track and PTC.  QTY 15 - Medium to heavy duty MOW track and signal support vehicles  QTY 8 - MOW track repair equipment	5,290,000	2,512,750	1,047,420	587,190	761,760	380,880	-
3	2151	All	NA	Worn	High	Facilities	FACILITIES REHABILITATION	Facilities rehabilitation addresses components and subcomponents that support the maintenance of rolling stock and offices for staff duties.  Work includes:  MOC Generator and UPS systems rehabilitation  Melbourne office space rehab and reconfiguration to meet staffing needs  CMF systems rehabilitation to meet regulatory requirements, such as train wash water reclamation system;  CMF sand Silo filtration system  Phase II of CMF switchgear upgrade (Phase I was approved in the FY20 rehab budget)  Systemwide facilities site work: paint, striping, asphalt, fence, signage	3,430,000	1,629,250	679,140	380,730	493,920	246,960	-
4	2152	All	NA	Worn	High	Rolling Stock	ROLLING STOCK REHABILITATION	Rolling Stock rehabilitation addresses the revenue fleet of railcars and cab cars.  (Bombardier Railcar Midlife Overhaul program funding request has been deferred to FY22 budget development process)  Specific work for the FY21 proposed budget includes: Rehabilitation of Locomotive and Cab Car safety & security systems  Preliminary Engineering for Locomotive Rehabilitation  Rehabilitation of Rotem railcar component systems, (HVAC, mechanical piping)  Rolling Stock Rehabilitation including rehabilitation and repair analysis; Replacement of seat covers and cushions	10,691,000	5,078,225	2,116,818	1,186,701	1,539,504	769,752	-
5	2165	All	NA	Worn	High	Train Control	SYSTEMWIDE TRAIN CONTROL SYSTEMS REHABILITATION	Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life.  Train Control Back Office:  DOC/MOC Backup Systems  Workstations/Laptops  CAD/BOS/MDM/IC3  Routers/Switches  On-Board Train Control Systems:  Software/Hardware for Locomotives & Cab Cars	4,820,000	2,289,500	954,360	535,020	694,080	347,040	-
6	2236		NA	Marginal	Low	Systems	PROJECT MANAGEMENT SYSTEM - PURCHASE & IMPLEMENTATION	Project Management system to include functionality for perform scheduling, dependencies, expenditures, risk, structured workflows and standardized project document control. Project will encompass software evaluation, procurement, implementation, and training. New system will increase functionality and interoperability. Will replace the current custom in-house system. This project request does not directly effect Operations in terms of Daily Service, thus the "low" System Impact score, but a new project management system will improve program delivery.	1,000,000	475,000	198,000	111,000	144,000	72,000	·
7	2257	All	NA	NA	NA		IT SAN UPGRADE & REHABILITATION	Upgrade and Rehab SAN Infrastructure at 2 Data Centers. Asset will be beyond useful life in 2021 and requires rehabilitation to reduce risk of technical failure that would effect systemwide business critical systems.	870,000	413,250	172,260	96,570	125,280	62,640	-
								ALL SHARE PROJECT PROPOSAL REQUEST	31,101,000	14,772,975	6,157,998	3,452,211	4,478,544	2,239,272	-

PROJE	SUBDIVISIO	MILE	CONDITION	IMPACT	. ASSET	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	VCTC	0 12.a
8 214		0.0 - 485.20	Worn	High	Track	RIVER SUBDIVISION TRACK REHABILITATION	River Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  Rail  Ties  Crossings  Special Trackwork  Ballast  Work will include complete removal and replacement of two turnouts on West Bank; additionally will rehab four West Bank turnouts in-kind, based on wear, age, condition and historical performance. All trackwork will bring the existing track conditions up to current Metrolink Standards.	2,384,000	1,132,400	472,032	264,624	343,296	171,648	-
9 216	River - East Bank	0.0 - 485.20	Worn	High	Train Control	RIVER SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	River Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems Specific work to include: Signal systems rehabilitation at two Control Points; Communications rehabilitation ATCS/CIS/Backhaul.	1,217,000	179,781	74,940	42,012	54,502	27,251	838,513
10 218	8 River Sub - West Bank	NA	Worn	High	Structures	RIVER SUBDIVISION STRUCTURES REHABILITATION	River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Bridges  - Culverts  - Tunnels  Scope of work for these projects will include design, environmental permitting, load rating updates in accordance with FRA regulations, Major maintenance, Grading and Drainage rehabilitation of one bridge on West Bank based on the current condition of the structure.  RIVER PROJECT PROPOSAL REQUEST	3,965,000	1,485,081	72,072	40,404 347,040	52,416 450,214	26,208	838,513
11 214	5 SB Shortway	0.42 - 2.1	Worn	High	Track	SHORT WAY SUBDIVISION TRACK REHABILITATION	Short Way Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  Rail  Ties  Crossings  Special Trackwork  Ballast  Work will include rehabilitation of 553 ft of rail, in-kind, based on wear, age, condition and historical performance. All trackwork will bring the existing track conditions up to current Metrolink Standards.	270,000	138,200	57,607	32,297	41,896	-	-
12 214	0 San Gabriel	1.08 - 56.52	Worn	High	Track	SAN GABRIEL SUBDIVISION TRACK REHABILITATION	San Gabriel Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  Rail  Ties  Crossings  Special Trackwork  Ballast  There are a total of 15,544 ties that need to be replaced on the San Gabriel Subdivision, this FY21 request is for replacement of 5,000 wood ties between MP 32-35 and MP47-55 where the percentage of ties that are failed are the greatest. The work would also include rehabilitation of seven crossings, in-kind, based on wear, age, condition and historical performance; there are a total of 36 crossings that need rehabilitation on the San Gabriel Sub (Alder, Locust, Lilac, Willow, Acacia, Eucalyptus, Sycamore, Rancho, 2nd, Citrus, Baker, Campus, Mountain, Riverside, Indian Hill, White, PaperPak, Arrow, Fairplex, Wheeler, Gainey Ceramics, San Dimas Cyn, San Dimas, Cataract, Sunflower, Covina, Cypress, Glendora, Azusa Cyn, Pacific, Macdevitt, both Temple crossings, Tyler, both El Monte Stn Ped crossings). All trackwork will bring the existing track conditions up to current Metrolink Standards.	3,310,000	<b>138,200</b> 1,986,000	57,607	32,297	<b>41,896</b> 1,324,000	-	-

ROW	PROJECT #	SUBDIVISION	MILE POSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	VCTC	0 12.	а
13	2179		1.08 - 56.52	Worn	High			San Gabriel Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:	1,237,000	742,200	-	-	494,800	-	-	
			30.32					- Bridges - Culverts Scope of work for this project will include performance of hydrology analysis, design, and replacement of one Railtop bridge based on the current condition of the structure. The bridge is indicated in the MRP, and all Railtop bridges are considered backlog, per guidance on page 3-17, and split over 3 years from FY18-21; the MRP also includes regular maintenance items that are not currently accounted for in the Maintenance budgets. The structures chapter of the MRP includes bridges, culverts, and items that are Member Agency capacities are not able to fund all of the backlog over the last 3 years, this request would address one remaining Railtop Bridge at MP 28.86, the funds would also address Load Capacity updates on the San Gabriel Subdivision, as required by the FRA in CFR Part 237, lastly, there are some major maintenance items that are beyond what the Maintenance Contractor would be expected to complete at Bridge 16.73 due to a Bridge Fire from a homeless encampment in Nov 2019, the bridge load capacity is decreased until the repairs can be made.								   Budget Request for Fiscal Year
								SAN GABRIEL PROJECTS REQUEST			-	-	1,818,800	-	-	lar)
	2139		<del>3.67 -</del> <del>76.63</del>	Worn	High	Track	REHABILITATION	Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging-infrastructure and growing backlog:  Rail  Ties  Crossings  Special Trackwork  Ballast  Specific work will include: There is 67,000 ft of rail beyond a State of Good Repair on the Valley Subdivision-primarily between MP 40 and MP 60. FY 21 is proposing to replace the worst 17,500 ft of rail. There is a total of 47,958 wood ties that need to be replaced on the Valley Subdivision, the worst sections of ties are between MP 16-MP23 and MP29-33, where some sections of track need over 40% of the ties to be replaced, which is nearing the FRA limits to downgrade the class of track in some cases. There are 12 crossings on the Valley Subdivision (Sierra Hwy, Sheldon St, Market St, Drayton St, Maclay Avenue, 13th St, Newhall Ave, Rainbow Glen Dr, Roxford St, Aliso Cyn, Brand Blvd, Crown Valley Rd) that need removal and replacement, this FY21 request will address the four crossings that are in the worst condition. There are 10 Turnouts on the Valley Subdivision that need to be replaced, this FY21 request is for the rehabilitation of one turnout that is in the worst condition.	4,130,000							Proposed Budget (6983 : SCRRA Preliminary
	<del>2153</del>	,	<del>3.67 -</del>	Worn	High	<del>Train</del>	VALLEY SUBDIVISION TRAIN	Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate	<del>2,550,000</del>	<del>2,550,000</del>					<u>-</u>	751
			<del>76.63</del>					aging infrastructure and growing backlog:  -Signal systems -Crossing systems -Communication systems  Specific work to include: Signal systems rehabilitation at two Control Points; Grade Crossing Warning-systems rehabilitation at two locations; Communications rehabilitation ATCS/CIS/Backhaul. This FY21-request will address locations that are in the worst conditions.  Candidate locations for Signal systems include: MP 4.8 / CP Fletcher / Control Point; MP 7.99 / Signal 71-73 / Intermediate Signal; MP 19.22 Int Signal 191 192-Candidate locations for Crossing systems include: MP 15.34 Sun Valley Station Ped Crossing; MP 15.60 CP-McGinley Remote Crossing Predictor; MP 15.68 Penrose St; MP 19.51 Van Nuys Blvd.								Letter to Member Agencies for FN
	<del>2166</del>	'	<del>3.67 - 76.63</del>	Worn	High	Structures	STRUCTURES REHABILITATION	Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  —Bridges  —Culverts  —Tunnels  Scope of work for these projects will include design, environmental permitting, load rating updates in accordance with FRA regulations, r/w grading near the limits of structures, and rehabilitation of three railtop bridges based on the current condition of the structure. The MRP indicates the Railtop Bridges remaining on the Valley Subdivision on Page 3-18. All Rail Top bridges were programmed over 3 years in the MRP due to the safety concerns of the Structure, however, the Valley Subdivision has not received Structures Rehabmoney in FY18, FY20 and received a minimal amount in FY19.		- <del>- 3,180,000</del> -						Attachment: Transmittal L

PROJ #	5	UBDIVISION	POSTS	CONDITION		ASSET TYPE	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	VCTC	0 12
221	16 V	•	<del>76.4 -</del> <del>76.5</del>	<del>Worn</del>		Facilities	LANCASTER CREW BASE REPLACEMENT	The Lancaster Crew Base houses train operation crews that serve Los Angeles County. This project will lease parcel and purchase/install new modular building and portable weather resistant communication shelter fortrain operations and mechanical crews. This is a critical interim solution that bridges the gap until a new Lancaster terminal is in service.		1,800,000	_	_	-	_	
214			441.24 462.39	<del>Worn</del>	High	Track	VENTURA (LA) SUBDIVISION- TRACK REHABILITATION	Ventura (LA County) Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  Rail  Ties  Crossings  Special Trackwork  Ballast  Tunnel 26, 27, and 28 Vacuuming and Tie Replacement. Project dependency with projects #2142 & #2147-for Tunnel Vacuuming across Ventura sub (LA and VC); both need to be funded.	<del></del>	<del></del>			•	_	
215			441.24 462.39	Worn	High	Train- Control	VENTURA (LA) SUBDIVISION- TRAIN CONTROL SYSTEMS- REHABILITATION	Ventura (LA) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  Signal systems  Crossing systems  Communication systems  Specific work includes: Signal systems rehabilitation at one Control Point; Grade Crossing Warning systems rehabilitation at one location; Communications rehabilitation ATCS/CIS/Backhaul.	<del>1,374,000</del>	<del></del>			_		
								METRO PROJECT PROPOSAL REQUEST	<del>-15,134,000</del>	<del>-15,134,000</del>					
4 215	58 O		0.07 - 5.42	Worn	High	Train Control	OLIVE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Olive Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems Specific work to include: Replacement of existing Grade Crossing Data Recorders at all crossings on the Olive subdivision; Communications rehabilitation ATCS/CIS/Backhaul.	317,000	-	317,000	-	-	-	-
218	83 OI		0.07 - 5.42	Worn	High		OLIVE SUBDIVISION STRUCTURES REHABILITATION	Olive Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Bridges  - Culverts  - Tunnels  Scope of work for these projects will include design, environmental permitting, load rating updates in accordance with FRA regulations, r/w grading near the limits of structures, and rehabilitation of one culvert based on the current condition of the structure.	320,000	-	320,000	-	-	-	-
214	43 O	-	165.08 - 212.30	Worn	High	Track	ORANGE SUBDIVISION TRACK REHABILITATION	Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Rail  - Ties  - Crossings  - Special Trackwork  - Ballast  Specific work will include replacement of 7,500 ties, based on wear, age, condition and historical performance.	2,604,000	-	2,604,000	-	-	-	-
215	57 O	-	165.08 - 212.30	Worn	High		ORANGE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems Specific work to include: Signal systems rehabilitation at one Control Point; Grade Crossing Warning systems rehabilitation at two locations; Communications rehabilitation ATCS/CIS/Backhaul.	1,267,000	-	1,267,000	-	-	-	-

ROW	PROJECT #	SUBDIVISION	MILE POSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	VCTC	0 12.a
18	2182	Orange	165.08 - 212.30	Worn	High		ORANGE SUBDIVISION STRUCTURES REHABILITATION	Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Bridges  - Culverts  - Tunnels  Scope of work for these projects will include design, environmental permitting, load rating updates in accordance with FRA regulations, r/w grading near the limits of structures, and rehabilitation of two culverts based on the current condition of the structure.	1,354,000	-	1,354,000	-	-	-	-
								OCTA PROJECT PROPOSAL REQUEST	5,862,000	-	5,862,000	-	-	-	-
19	2146	San Jacinto (PVL)	65 - 85.4	Worn	High		PERRIS VALLEY SUBDIVISION REHABILITATION - DESIGN PHASE SERVICES	Right-of-Way fencing/wall by UCR: Secure the open railroad right-of-way (RR ROW) with block walls and fencing to prevent trespassers and students from UCR using the RR ROW as a shortcut to and from UCR.  100% Design/Environmental/Permitting of Citrus Retaining Wall & Drainage  100% Design/Environmental/Permitting of Box Springs Drainage  Drainage construction work will be phased into future annual budget requests.	1,830,000	-	-	1,830,000	-	-	-
20	2296	San Jacinto (PVL)	65 - 85.4	Worn	High		PERRIS VALLEY SUBDIVISION REHABILITATION - CONSTRUCTION PHASE SERVICES	Construction phase services for the Citrus Retaining wall, as well as grading and drainage in the area near the wall to prevent the current erosion/undercutting issue.  Construction phase services for the area between MP 70.7 and 70.9. The first project to be completed in this area will be at MP70.85 which will add 4-60" RCP across the tracks and perform track side grading and ditching between 70.83 and 70.9. Remaining drainage and culvert projects for this area will be requested in subsequent Fiscal Years.	2,300,000	-	-	2,300,000	-	-	-
								RCTC PROJECT PROPOSAL REQUEST	4,130,000	-	-	4,130,000	-	-	-
21	2147	Ventura - VC County	426.4 - 441.24	Worn	High		VENTURA (VC) SUBDIVISION TRACK REHABILITATION	Ventura (VC County) Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Rail  - Ties  - Crossings  - Special Trackwork  - Ballast  Specific work will include Tunnel 26 Vacuuming and Tie Replacement. Project dependency with projects #2142 & #2147 for Tunnel Vacuuming across Ventura sub (LA and VN); both need to be funded.	2,000,000	_	-		-	2,000,000	-
22	2161	Ventura - VC County	426.4 - 441.24	Worn	High	Train Control	VENTURA (VC) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Ventura (VN) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems Specific work to include: Signal systems rehabilitation at two Control Points; Communications rehabilitation ATCS/CIS/Backhaul.	1,734,000	-	-	-	-	1,734,000	-
23	2316	Ventura - VC County	439.3	Worn	High		VENTURA (VC) SUBDIVISION STRUCTURES REHABILITATION	Ventura Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  - Bridges  - Culverts  - Tunnels  Scope of work for these projects will include design, environmental permitting, and rehabilitation of one culvert at MP 439.27 which is an existing 36" CMP built in 1900 and is not serving it's intended use.	726,000	-	-	-	-	726,000	-
								VCTC PROJECT PROPSAL REQUEST	4,460,000	-	-	-	-	4,460,000	-
								FY2021 PROPOSED REHABILITATION REQUEST	54,335,000	19,124,456	12,696,650	7,961,548	6,789,454	6,924,379	838,513



# **NEW CAPITAL PROJECT PROPOSALS FOR FY2021 BUDGET**

ROW	PROJECT #	SUBDIVISION	MILE POSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	TOTAL REQUESTED	METRO	ОСТА	RCTC	SBCTA	VCTC
1	<del>2201</del>	All	NA	NA	NA	Non Revenue	Specialized Maintenance Equipment,	Second phase of specialized maintenance equipment multi-year procurement. Phase 1 funded in-	1,000,000	475,000	198,000	111,000	144,000	72,0
						Fleet	Phase 2	FY20 adopted budget. Equipment is used to support specialized track maintenance, rehab, and third-						i
								party construction projects. New Capital purchases of MOW equipment will add to the current						
								SCRRA owned fleet. This project aligns with Bundled contract effort and ensures continuity of						
								activities in event of loss of access to contractor-owned assets. New equipment identified for this-						
								project includes an Electric Car Mover; Gang Truck; Hi-Rail Inspector Truck; Welding Truck.						
														1
2	<del>2190</del>	River	2.95 -	NA	NA	<del>Track</del>	CMF North End Connection and Tail	Relocate existing tail track on City of LA property to Metro Property and create an emergency	10,579,000	5,025,025	2,094,642	1,174,269	1,523,376	<del>761,6</del> 8
			<del>3.35</del>				Track	secondary access point to the CMF at CP Ormiston. 100% design submittal is scheduled for June-						•
								2020. The design phase of this project was funded in the FY19 budget. This project must move						(
								forward in order to provide alternate access to the facility when the lease with the City of L.A.						
								expires and the existing tail track is removed from their property. The value engineering approach						
								reduced the estimated construction cost from \$19.06M to it's current \$10.58M, resulting in an						
								estimated savings of \$8.5M from the original estimated construction costs.						•
								FY2021 PROPOSED NEW CAPITAL REQUEST	<del>11,579,000</del>	<del>5,500,025</del>	2,292,642	1,285,269	1,667,376	833,61



# FY2020-21 REHABILITATION CARRYOVER PROJECTS

				MEMBER AGENCY						• i
PROJECT #	Subdivision	CATEGORY	PROJECT NAME	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER	TOTAI CARRYO\
514018	Valley	Communications	Valley- RR Comm & Equip	9,219	-	-	-	-	-	9,:
514032	Ventura - VC County	Signal	Ventura VC-RR Light Fixtures	-	-	-	-	2,062	-	9,
514037	River	Communications	River Sub Comm Upgrade & RR	-	6,659	3,722	4,838	5,589	-	20
514046	Systemwide	Information Technology	Systemwide-Online,Onbrd Tkt Sales	13,991	15,628	10,266	11,260	5,630	16,522	73,
515105	Orange	Structures	Orange Sub Culvert & Bridge	-	612,637	-	98,084	-	-	710,
515106	Orange	Structures	Orange Sub Bridge Repair	-	-	-	13,651	-	-	13,
515123	Valley	Structures	Valley Sub Bridge and Culvert	-	-	-	-	-	3,475	3,
515129	Ventura - LA County	Structures	Ventura LA Bridge Repair	67,685	-	-	-	-	93,530	161,
515133	Ventura - VC County	Communications	Ventura Sub VC Comm Syst	10,295	-	-	-	863	-	161,; 11,
515135	Ventura - VC County	Structures	Ventura Sub VC Bridge Des & Con	-	-	-	-	42,132	-	42,
515144	River Sub - East Bank	Track	River East Bank Zone 2 Tie&Rail	21,958	3,065	1,633	260	2,991	33,703	63,
515160	River Sub - East Bank	Track	River East Bank Zone 3 Tie&Rail	7,286	3,056	1,713	2,221	1,109	49,626	65,
516050	Systemwide	Rolling Stock	Rail Car Restoration	-	-	-	-	-	207,349	207,
516081	Systemwide	Facilities	Ventura Valley Intr Det Syst	-	-	-	-	-	17,593	17,
516111	Ventura - VC County	Track	Ventura (VC) Rail Replacement	-	-	-	-	15,858	-	15,
516120	Ventura - VC County	Structures	Ventura (VC) Bridge Rehab/Rep	-	-	-	-	197,323	-	15, 197,
516610	Orange	Track	Orange Sub Rail Grinding	-	-	2,082	-	-	-	2,
516611	Orange	Track	Orange Sub Rail Replacement		-	-	58,801	20,575	-	79,
516620	Orange	Structures	Orange Bridge Rehab, ROW	-	3,726	-	-	-	-	3,
516621	Orange	Structures	Orange Sub San Juan Cr Brdg	-	1,338,263	-	-	-	-	1,338,
516631	Orange	Signal	Orange Sub Signal Repl	-	65,688	-	-	-	-	65,i 31,i
516640	Orange	Signal	Orange Signal & Grade Rehab	-	31,924	-	-	-	-	31,
516820	Riverside	Facilities	Downtown Riverside Layover Imp	-	-	35,495	-	-	-	
516930	Parris Valley	Signal	PVL Signal Engineering	-	-	60,417	-	-	-	60,
516940	Parris Valley	Communications	PVL Communication Systems	-	-	4,648	-	-	-	35,4 60,4 4,4 21,5
517030	Systemwide	Facilities	Systemwide Repl Sig Shelter Locks	17,591	4,343	-	-	-	-	21,
517040	Systemwide	Communications	Systemwide Comm & PTC Upg	20,219	8,428	4,725	6,130	3,064	-	40 '
517050	Systemwide	Rolling Stock	Systemwide Bombardier HVAC OH	128,356	53,504	29,995	38,912	19,456	-	270,
517052	Systemwide	Facilities	Systemwide Loco Wash Rack Drainage	501,158	198,768	131,260	126,119	56,341	-	1,013,
517130	Ventura - VC County	Signal	Ventura VC Repl Sgnl Batt & Cbls	-	-	-	-	299,096	-	270,: 1,013,( 299,(
517320	Valley	Structures	Valley Culvert Rehab	5,134	-	-	-	-	-	5,
517410	San Gabriel	Track	San Gabriel Tie Panel Repl	9,993	-	-	6,602	-	-	16,
517420	San Gabriel	Structures	San Gabriel Culvert Rehab	24,261	-	-	16,174	-	-	40,
517610	Orange	Track	Orange Repl Rail MP 201-207	-	686,718	63,423	126,906	-	-	877,04

				MEMBER AGENCY						12.a
PROJECT #	Subdivision	CATEGORY	PROJECT NAME	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER	TOTAL CARRYOVER
517620	Orange	Structures	Orange Sub Repl 36" Pipe 201.4		145,269	-	-	-	-	145,
517712	River Sub - East Bank	Track	River East Bank Zone 2 Rail&Tie	119,136	49,674	27,852	36,092	18,099	555,697	806,
517713	River Sub - East Bank	Track	River East Bank Zone 3 Tie&Rail	12,797	5,332	2,991	3,878	1,941	86,659	
517731		Signal	River East Bank Rehab Signal Ctls	16,618	6,926	3,884	5,037	2,521	77,147	113,
518050	Systemwide	Rolling Stock	Systemwide - Bombardier (Sentinel) OH	2,398,765	961,061	560,551	605,619	302,812	9,769,298	14,598,
518110	Ventura - VC County	Track	Ventura VC Rpl Tie+Ballast	-	-	-	-	449,469	-	440
518620	Orange	Structures	Orange Sub Struct-San Clemente	-	173,195	-	195,527	-	-	368, 869 121,
518630	Orange	Track	Orange Sub Grde Xing Rehab	-	121,251	-	-	-	-	121,
519001	Systemwide	Signal	Sys Bk Office Hd&Sftwre Replmt	286,671	119,497	66,990	86,907	43,453	-	603,
519002	Systemwide	Signal	Sys BK Office Sys Upgrd&Test	170,244	67,530	28,711	22,549	22,425	-	311,
519003	Systemwide	Communications	Sys PTC Lab Sys Support&Test	614,806	256,277	143,670	186,383	93,192	-	1,294,:
519011	Systemwide	Track	System Track Asset Cond Assmnt'	79,358	33,080	18,545	24,058	12,029	-	167,
519012	Systemwide	Track	System SOGR Prioritization	242,667	101,154	56,708	73,567	36,783	-	510,
519020	River	Structures	System Arryo Seco Bridge Design	450,272	187,692	105,221	136,503	68,252	-	947,
519031	Systemwide	Signal	System Bk Office Hrd&Sftwre Repl	375,725	156,618	87,801	113,904	56,952	-	791,
519032	Systemwide	Signal	System Prod Back Office Upgrades	198,669	82,814	46,426	60,228	30,114	-	418,
519033	Shortway	Signal	SB Shortway Grade Xing Rehab	375,508	156,528	87,756	113,837	-	-	733,
519034	Shortway	Facilities	Shortway EMF Improv	426,053	177,596	99,569	129,160	-	-	832,
519040	Systemwide	Communications	System PTC Software Updates	217,260	90,563	50,770	65,864	32,932	-	457,
519041	Systemwide	Facilities	System PTC Lab Sys Support&Test	596,838	248,787	139,472	180,936	90,468	-	1,256,
519050	Systemwide	Rolling Stock	System Bombardier Midlf O/Haul	6,733,125	2,806,650	1,573,425	2,041,200	1,020,600	-	14,175,
519051	Systemwide	Rolling Stock	System Locomtv&Cab Camdvr Repl	484,638	202,017	113,252	146,922	73,461	-	1,020,
519052	Systemwide	Rolling Stock	System O/Haul ROTEM Siderdr Mtr	270,512	112,761	63,215	82,008	41,004	-	569,
519053	Systemwide	Rolling Stock	System HVAC O/Haul 40ROTEM Cars	481,132	203,202	108,170	147,475	72,929	-	1,012,
519054	Systemwide	Rolling Stock	System Rubber Window Gasket Repl	220,310	91,834	51,483	66,789	33,394	-	463,
519055	Systemwide	Rolling Stock	System Pushback Cplr O/Haul ROTEM	1,653,075	686,804	382,737	496,210	237,577	-	3,456,
519060	Systemwide	Facilities	Syst CMF Car Shop Jacks	390,353	162,716	91,219	118,339	59,169	-	821,
519062	Systemwide	Facilities	Syst Restroom Reno CMF MOC	397,114	165,534	92,800	120,388	60,195	-	836,
519063	Systemwide	Vehicle	System MOW Vehicle Replacement	666,943	278,010	155,854	202,189	101,095	-	1,404,
519064	Systemwide	Facilities	System Station Envlpe Rpr/Repl	203,945	97,911	40,789	65,289	40,789	-	1,404, 448,
519070	Systemwide	Information Technology	Syst Switch Equip Repl	96,052	40,039	22,446	29,119	14,559	-	202,
519090	Systemwide	Track	System Entrprs Asst Mgmt Migr	543,549	226,574	127,019	164,781	82,391	-	1,144,:
519091	Systemwide	Information Technology	System TVM Components	34,012	14,178	7,948	10,311	5,156	-	71,
519092	Systemwide	Information Technology	Syst Cond Based Maint Eqpt	25,311	10,551	5,915	7,673	3,837	-	53,
519093	Systemwide			330,098	137,598	77,139	100,072	50,036	-	53,: 694,:
519120	Ventura - VC County	Structures	VC Ventura ArroSimi Scour Prtn	-	-	-	-	1,231,524	-	1,231,
519130	Ventura - VC County	Track	Ventura VC Grd Xng Rehab&Tnnl26	-	-	-	-	986,276	-	986,
519160	Ventura - VC County	Facilities	Ventura VC Repl Moorpark Tir	-	-	-	-	1,035,258	-	1,035,
519210	Ventura - LA County	Track	Ventura LA Track Rehab	1,102,111	-	-	-	-	-	1,102,111

				MEMBER AGENCY						12.a
PROJECT #	Subdivision	CATEGORY	PROJECT NAME	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER	TOTAL CARRYOVER
519211	Ventura - LA County	Track	Ventura LA Station Pdstrn Xing	71,692	-	-	-	- [	-	71,
519220	Ventura - LA County	Track	Ventura LA ROW Grinding/Ditching	215,509	-	-	-	-	-	215,
519230	Ventura - LA County	Signal	Ventura LA Tnnl26 Elec Srv Rpl	342,491	-	-	-	-	-	342,
519240	Ventura - LA County	Communications	Ventura LA FY19 Comm Rehab	9,276	-	-	-	-	-	342, 9,
519310	Valley	Track	Valley Tnnl 25 Track Rehab	641,644	-	-	-	-	-	641, 5
519320	Valley	Track	Valley ROW Grading/Ditching	215,456	-	-	-	-	=	245
519330	Valley	Signal	Valley FY19 Signal Rehab	414,195	-	-	-	-	-	414, 69,
519340	Valley	Communications	Valley FY19 Comm Rehab	69,760	-	-	-	-	=	69,
519410	San Gabriel	Track	San Gabriel FY19 Track Rehab	1,950,721	-	-	1,300,499	-	-	3,251,
519411	San Gabriel	Track	San Gabriel Replace Turnouts	729,044	-	-	486,029	-	-	1,215,
519420	San Gabriel	Structures	San Gabriel LA Bridge Repl	444,538	-	-	296,359	-	-	740,
519430	San Gabriel	Signal	San Gabriel Grade Xing Rehab	2,074,325	-	-	1,382,884	-	-	3,457,
519440	San Gabriel	Communications	San Gabriel Wysd Comm Repl Pts	156,007	-	-	104,005	-	-	260,
519510	Orange & Olive	Track	Orange/Olive Track Rehab	-	2,126,213	-	-	57,281	-	260,
519520	Orange & Olive	Track	Orange/Olive ROW Grading/Ditching	-	79,066	-	-	-	-	79,
519621	Orange	Structures	Orange Bridge Repl Des MP200.2	-	825,641	-	-	-	=	825,
519630	Orange	Signal	Orange Signal Rehab	-	1,331,695	-	-	-	-	1,331,
519640	Orange	Communications	Orange Comm Rehab	-	122,833	-	-	-	-	122,
519710	River	Track	River LA Union Station Rehab	4,987,433	2,078,972	1,165,484	1,511,979	755,990	-	10,499,
519711	River	Track	River Track Rehab	940,643	392,099	219,813	285,163	142,582	-	1,980,
519712	River	Track	River LAUS Trk & Signal Rehab	1,670,813	696,465	390,443	506,520	253,260	-	3,517,
519730	River	Signal	River Signal Rehab	1,030,688	229,915	207,915	269,728	134,864	-	1,873,
519731	River Sub - East Bank	Signal	River East Bank Zone 2 Signal Rehab	52,030	21,688	12,159	15,774	7,887	242,674	352,
519732	River Sub - West Bank	Signal	River West Bank P1 Sig Sys Rehab	1,323,143	551,542	309,198	401,122	200,561	-	2,785,
519733	River Sub - East Bank	Signal	River East Bank Zone 1 Repl AC Meter	1,919	800	449	582	291	87,379	91,
519740	River Sub - West Bank	Communications	River WB Comm Rplcmt Prts	79,815	33,270	18,651	24,197	12,098	-	168,
519741	River Sub - East Bank	Communications	River East Bank Comm Rehab	6,623	2,761	1,548	2,008	1,004	30,892	44,
519760	Systemwide	Facilities	Systemwide LAUS W Portal Exp	201,163	83,853	47,009	60,984	30,492	-	423.
519910	Parris Valley	Track	PVL Track Rehab	-	-	2,538,074	-	-	-	2,538,
519911	Parris Valley	Structures	PVL Box Springs Drainage	-	-	58,471	-	-	-	58, 58
519940	Parris Valley	Communications	PVL Com Rehab	-	-	33,903	-	-	-	33,
520010	Systemwide	Track	Rail Grinding FY20	451,074	188,027	105,409	136,747	68,373	-	949,
520011	Systemwide	Track	Systemwide Lubrication Study	527,098	219,717	123,174	159,794	79,897	-	1,109,
520050	Systemwide	Rolling Stock	GEN 1 HVAC OH Add'l 40 Cars	427,576	178,232	99,918	129,623	64,812	-	900. 🗲
520051	Systemwide	Rolling Stock	HVAC OH 40 Rotem Passenger	599,486	249,891	140,091	181,739	90,870	-	1,262,1
520052	Systemwide	Rolling Stock	OH Rotem Car Side Door	286,338	119,358	66,913	86,806	43,403	-	602,
520053	Systemwide	Rolling Stock	MP36 Loco & Tier IV Study	299,488	124,839	69,986	90,792	45,396	-	630,
520060	Systemwide	Facilities	Facilities Rehabilitation	1,468,671	612,204	343,205	445,239	222,620	-	3,091,
520061	Systemwide	Vehicle	Systemwide Non-Revenue Fleet	460,759	192,064	107,672	139,683	69,841	-	970,019

					MEN		12.a			
PROJECT #	Subdivision	CATEGORY	PROJECT NAME	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER	TOTAL CARRYOVER
520062	Systemwide	Vehicle	MOW Vehicle Replacement	1,450,542	604,647	338,969	439,743	219,872	-	3,053,
520063	Systemwide	Facilities	CMF & EMF Mod Study	356,002	148,397	83,192	107,925	53,962	-	749,
520110	Ventura - VC County	Track	Ventura Sub (VC) Track Rehab	-	-	-	-	1,813,900	-	1,813,
520120	Ventura - VC County	Structures	Ventura (VC) Structures Rehab	-	-	-	-	2,425,000	-	2,425,
520130	Ventura - VC County	Signal	Signal System (VC)	-	-	-	-	3,665,000	-	3,665,
520140	Ventura - VC County	Communications	ATCS/PTC/CIS/BH Ven (VC)	-	-	-	-	183,791	-	102
520210	Ventura - LA County	Track	Ventura Sub (LA) Track Rehab	2,227,896	-	-	-	-	-	2,227,
520240	Ventura - LA County	Communications	Ventura (LA) ATCS/PTC/CIS/Backhaul	369,182	-	-	-	-	-	369,
520310	Valley	Track	Valley Sub Track Rehab	9,384,465	-	-	-	-	-	9,384,
520330	Valley	Signal	Valley FY20 Signal Rehab	2,236,557	-	-	-	-	-	2,236,
520331	Valley	Signal	Pedestrian Gates at Stations	1,455,015	-	-	-	-	-	1,455,
520340	Valley	Communications	Valley ATCS/PTC/CIS/Backhaul	337,172	-	-	-	-	-	337,
520410	San Gabriel	Track	San Gabriel Sub Track Rehab	4,236,960	-	-	2,824,640	-	-	7,061,
520420	San Gabriel	Structures	San Gabriel Sub - Structure Rehab	1,346,166	-	-	897,444	-	-	2,243,
520430	San Gabriel	Signal	Signal System (SG) Rehab	3,468,350	-	-	2,312,234	-	-	5,780,
520440	San Gabriel	Communications	ATCS/PTC/CIS/BH (SG) Rehab	199,742	-	-	133,162	-	-	332,
520610	Orange & Olive	Track	Orange/Olive Sub Track Rehab	-	7,013,100	-	-	-	-	7,013,
520620	Orange	Structures	Orange Country Structures Rehab	-	2,308,600	-	-	-	-	2,308,
520640	Orange	Communications	ATCS/PTC/CIS/BH Orange Rehab	-	583,649	-	-	-	-	583,
520740	Riverside	Communications	ATCS/PTC/CIS/BH River	114,542	47,746	26,767	34,724	17,362	-	241,
520940	Parris Valley	Communications	ATCS/PTC/CIS/BH San Jacinto PVL	-	-	305,162	-	-	-	305,
52XXX	TBD (METRO)	Various	METRO Reprogramming/MOU2020	3,900,000	-	-	-	-	-	3,900,
591802	San Gabriel	Track	CP Beech Turnout Replacements	-	-	-	-	-	47,084	47,
591804	Ventura - VC County	Facilities	Ventura VC Safety Improvements	-	-	-	-	157,707	43,563	201,
591806	River	Track	LAUS Track & Signal Mod	-	-	-	-	-	9,434,605	9,434,
591902	Orange	Track	Orange Sub Slope Stabilization	-	466,986	-	-	-	-	466,
592111	Ventura - VC County	Track	Turnout at CP Santa Susana	-	-	-	-	19,983	-	19,
592120	Ventura - VC County	Structures	VC Bridge and Culvert Rehab	-	-	-	-	686,675	-	686,
592210	Ventura - LA County	Track	Ventura-LA Tie & Turnout Repl	11,005	-	-	-	-	-	11, <b>11</b> , <b>11</b> , <b>12</b> , <b>13</b> , <b>15</b> , <b>1</b>
592220	Ventura - LA County	Structures	Ventura-LA Bridge MP 458.71	357,118	-	-	-	-	-	357,
592310	Valley	Track	Valley Tie Repl MP 46-64	51,322	-	-	-	-	-	51,
592320	Valley	Structures	Valley Bridge MP 50.64	143,261	-	-	-	-	-	143,:
592321	Valley	Structures	Valley Bridge MP 50.51	123,646	-	-	-	-	-	123,
592322	Valley	Structures	Valley Bridge MP 50.77	148,078	-	-	-	-	-	148,
592323	Valley	Structures	Valley Bridge MP 47.45	4,092	-	-	-	-	-	4,088 <b>Attachmen</b>
592324	Valley	Structures	Valley Bridge MP 50.46	80,992	-	-	-	-	-	80,
592325	Valley	Structures	Valley Culvert MP 55.91	2,148	-	-	-	-	-	2,
592420	San Gabriel	Structures	SG Repl Bridge MP 40.12 SOGR	228,969	-		152,659	-	-	381,
592711	River	Track	River Repl CP Taylor Turnouts	19,798	8,253	4,627	6,002	3,001	-	41,680

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PROJECT										TOTAL
#	Subdivision	CATEGORY	PROJECT NAME	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	CARRYOVER
592712	River Sub - East Bank	Track	River East Bank Zone 1 Rail&Tie	17,672	7,364	4,109	5,371	2,686	804,304	841,
592713	River Sub - East Bank	Track	River EB Zone 2 Turnouts SOGR	3,738	1,564	880	1,130	577	17,475	25,
593220	Ventura - LA County	Structures	Ventura LA Bridge 452.1	158,044	-	-	-	-	-	158, 🧸
593310	Valley	Track	Valley Sub Lang,Actn To,Ties	144,985	-	-	-	-	-	144,
593320	Valley	Structures	Valley Bridges SOGR PH2	1,626,038	-	-	-	-	-	1,626,
593410	San Gabriel	Track	San Gabriel Sub Lark Ellen Xing	40,616	-	-	27,076	-	-	67,
			TOTAL	77 444 341	33.061.077	11.612.895	21.309.133	18 613 814	21.618.574	183 659

# **FY2020-21 NEW CAPITAL CARRYOVER PROJECTS**

						TOTAL				
PROJECT#	SUBDIVISION	CATEGORY	PROJECT NAME	METRO	ОСТА	RCTC	SBCTA	vстс	OTHER	TOTAL CARRYO
409006	Systemwide	Track	Empire Ave./I5 Widing Burbank	-	-	-	-	-	374,603	374,
416001	Systemwide	Security	Maint. Fac. Hardening	-	-	-	-	-	1,581,121	1,581,
416002	Systemwide	Security	Systemwide SOC at DOC ENH	-	-	-	-	-	42,538	42,
417001	Systemwide	Security	Station Surveillance	-	-	-	-	-	2,387,679	2,387,
418001	Systemwide	Communications	Security Data Network	-	-	-	-	-	4,214,177	4,214,
418003	Orange	Signal	San Juan Capistrano Siding-Con	-	-	-	-	-	771,570	771,
418004	San Gabriel	Communications	SG Redlands Pass. Rail PTC	-	-	-	7,742,560	-	-	7,742,
418005	River	Track	CMF N END Connet Des	485,288	-	80,040	103,836	-	51,918	721,
418006	Valley	Structures	Tunnel 25 Safety & Security	-	-	-	-	-	2,855,377	2,855,
419001	Orange	Facilities	Orange Irvine Maint Fac PH 1	-	133,250	-	-	-	-	133,
419002	Perris Valley	Communications	Santiago Peak Microwaves	-	-	118,246	-	-	-	118,
419003	Riverside	Structures	Riverside Layover Facility-Con	-	-	146,646	-	-	-	146,
419004	Orange	Structures	Orange/San Juan Creek Bridge	-	17,577,932	-	-	-	20,683,590	38,261,
419005	Olive	Track	Imrpov to Anahein Canyon Station	-	8,997,821	-	-	-	-	8,997,
420001	River	Signal	Riverside Yard Switch	146,228	-	206,133	68,620	-	-	420,
420002	Systemwide	Communications	Systemwide PTC Shake Alert	-	-	-	-	-	2,407,362	2,407,
450110	Systemwide	IT	PTC Phase II	-	-	-	-	-	1,000,756	1,000,
450121	Systemwide	Communications	PTC Upscaling Onboard	-	-	-	-	-	34,848	34,
450122	Systemwide	Communications	PTS Wayside Upgrade	-	-	-	-	-	14,000	14,
450123	Systemwide	Communications	PTC Wayside Hardward	-	-	-	-	-	56,000	56,
613005	Systemwide	Rolling Stock	TIER 4 Locomotive Proc- T/TASK	-	-	-	-	-	50,471,276	50,471,
616002	Systemwide	Rolling Stock	TIER 4 Locomotives 21-37	-	-	-	-	-	8,776,094	8,776,
616003	Systemwide	Rolling Stock	TIER 4 Locomotives 38-39 NON-FED	-	-	-	-	-	6,123,180	6,123,
618001	Systemwide	IT	Ticket Vending Machine Replacement	7,056,336	1,301,411	2,599,666	2,145,396	3,433,681	657,248	17,193,
618002	Systemwide	IT	Systemwide Defribs for Cab Cars	-	-	-	-	-	87,811	87,
620001	Systemwide	Signal	Trailerized Back-up Generator	48,807	20,345	11,405	14,796	7,398	-	102,
620002	Systemwide	Facilities	Tamper, Stabilizer, Regulator	-	-	-	-	-	3,048,268	3,048,
620003	Systemwide	Facilities	Specialized Mtc Equip Phase I	506,839	211,272	118,440	153,652	76,826	-	1,067,
			TOTAL	8,243,497	28,242,030	3,280,576	10,228,859	3,517,906	105,639,417	159,152,

# Minute Action

**AGENDA ITEM: 13** 

Date: September 2, 2020

#### Subject:

Transportation Development Act Unmet Needs Hearing for Fiscal Year 2020/2021

#### Recommendation:

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

A. Adopt definitions of "Unmet Transit Needs" and "Reasonable to Meet", as identified in Attachment A.

B. Set time, date and location for Transportation Development Act Unmet Transit Needs Public Hearing.

### Background:

Each year, San Bernardino County Transportation Authority (SBCTA) is required by Public Utilities Code Sections 99238.5 and 99401.5, to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met, and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for streets purposes. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommend in the transit operators' performance audit. Written comments will also be accepted until November 30, 2020.

The California Department of Transportation has suggested that the definitions of "Unmet Transit Needs" and "Reasonable to Meet" be reviewed and adopted on a periodic basis. On May 4, 2016, the SBCTA Board of Directors (Board) approved the definitions contained in Attachment A. These definitions will be used to respond to the testimony received.

One public hearing is being proposed with the location being in Hesperia. The Victor Valley Transit Authority (VVTA) Board will serve as the hearing boards at this location. In accordance with SBCTA Board action in June 1993 and Morongo Basin Transit Authority (MBTA) Board action in June 2019, a public hearing will not be held in the Valley and Morongo Basin (Low Desert), as all LTF revenues are committed to transit. The schedule for the proposed hearing is as follows:

### **Upper Desert Region**

Monday, October 19, 2020, at 9:30am Victor Valley Transit Authority 17150 Smoke Tree Street Hesperia CA 92345

Transportation will be provided by VVTA for those wishing to attend the hearing and live within their service area.

### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Entity: San Bernardino County Transportation Authority

# Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

# Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Board of Directors
Date: September 2, 2020
Witnessed By:

As adopted by SBCTA May 4, 2016

#### Attachment A

San Bernardino County
Definitions of "Unmet Transit Needs" and
"Reasonable to Meet"
As recommended by the
Public and Specialized Transportation Advisory and Coordination Council (PASTACC)

# Adopted May 4, 2016 by the San Bernardino County Transportation Authority

**Unmet Transit Needs:** Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service, or private for-profit and non-profit transportation.

**Reasonable to Meet:** Reasonable to meet is a determination to be made based upon the following guidelines, performance, and financial standards in accordance with federal Title VI Non Discrimination regulations and recognizing the following components:

**A.** Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record or as a component of adopted programs and plans.

# **B.** Implementation -

The proposed service shall:

- 1. Be in response to an existing rather than future need.
- 2. Be implemented consistent with the timing of funding availability.
- 3. Be implemented safely and in accordance with local, state, and federal laws and regulations.
- 4. Not cause the operator to incur expenditures in excess of the maximum amount of Local Transportation Funds (LTF), State Transportation Assistance (STA) funds, Federal Transit Administration (FTA) funds, fare revenues, and local support.
- **C. Cost effectiveness** the proposed service shall:
  - 1. Minimize duplication of existing transportation services or resources.

- 2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.
- 3. Excluding the first three years, not adversely affect systemwide performance standards including the operator's ability to meet the required farebox recovery.
- 4. Show continued progress in key performance indicators over the pilot period.

#### Minute Action

**AGENDA ITEM: 14** 

Date: September 2, 2020

#### Subject:

Unmet Transit Needs Public Hearings and Findings

#### Recommendation:

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

- A. Review the testimony from the September 2019 Unmet Transit Needs Public Hearings; and
- B. Adopt Resolution No. 21-003 for Unmet Transit Needs Findings.

#### Background:

In September 2019, San Bernardino County Transportation Authority (SBCTA) held two (2) public hearings for the Mountain/Desert Region in San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (Public Utilities Code Sections 99238.5 and 99401.5). The first meeting was held on September 16, 2019, in Hesperia, covering the upper desert region, and the second meeting was held on September 26, 2019, in Joshua Tree, covering the lower desert region. The governing bodies of the Victor Valley Transit Authority (VVTA) and the Morongo Basin Transit Authority (MBTA) served as the hearing boards.

Attachment A provides a summary of the testimony received for the lower desert region and the recommendations by staff. Attachment B provides a summary of the testimony received for the upper desert region and the recommendations by staff. Also attached is Resolution No. 21-003 which contains the formal findings based upon the public hearing process.

#### **Lower Desert**

In the MBTA service area, the following were items of concern or interest for MBTA riders:

- Increase weekend service, service coverage, service frequency and expand service hours-MBTA has included these requests as part of their Short Range Transit Plan (SRTP). However, due to anticipated funding implications as a result of the continuing COVID-19 response, MBTA will temporarily suspend consideration of service expansions, later or earlier bus service, and weekend or new service proposals until financial sustainability has been demonstrated.
- Bus Stop Improvements Bus stop locations and amenities will be improved as part of MBTA's on-going bus stop improvement program. These are based on need as well as ridership usage.

During this process, the MBTA Board of Directors approved the motion that remaining Local Transportation Funds (LTF) would no longer be returned to the Cities for streets and roads purposes. This will allow for MBTA to save funding for future needs such as Zero-Emission Bus requirements.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

#### **Upper Desert**

In the VVTA service area, the following were items of concern for VVTA riders:

- Bus Stop Improvements VVTA, in cooperation with the cities in the service area, has completed or will complete the bus stop requests that were identified at these hearings. Several of the stops have already been improved and or will be improved in the coming year. There are a few stops that, due to their location, cannot be improved.
- Vehicle Amenities It is recommended that VVTA continue to use its in-house process, as well as reach out to its operators, to ensure its onboard amenities are working in proper order.
- Routes, frequency, increased service, reliability and other service changes/requests VVTA has included these requests as part of their SRTP. However, due to anticipated funding implications as a result of the continuing COVID-19 response, VVTA will temporarily suspend consideration of service expansions, later or earlier bus service, weekend or new service proposals until financial sustainability has been demonstrated.

At this time, staff does not recommend any findings of unmet needs that can be reasonably met.

#### Financial Impact:

This item is consistent with Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. The low desert (Morongo Basin) unmet needs were reviewed and approved by the Public and Specialized Transit Advisory and Coordination Council (PASTACC) on June 9, 2020. The high desert (Victor Valley/Barstow) unmet needs were reviewed and approved by PASTACC on August 11, 2020. SBCTA General Counsel has reviewed this item and the draft Resolution.

#### Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Board of Directors
Date: September 2, 2020

Witnessed By:

### Morongo Basin Unmet Transit Needs Hearing September Public Hearing and Annual Recorded Comments September 2019

#### **Service Expansion**

 Residents and clients are asking for additional routes to Morongo Valley besides just the Palm Springs route. Once you come up from Morongo Valley in the morning, you are stuck in the basin for most of the day waiting to return back to Morongo Valley.

**Testimony** 

 Robert Dougherty and Lib Koenig (DAAS), public testimony

#### **Later Evening Bus Service**

- Would like MBTA provide bus service to Copper Mountain College later until 10:30 at night. Students always ask to leave class early, before the classes end to catch the last bus at 9:30. The college could conduct a survey to see how many more students would ride the bus at that hour or take the later night classes if there was a bus that ran later.
  - Jeff Drozd (Copper Mountain College), public testimony

#### **Weekend Service**

- A lot of people are asking for Ready Ride service on Saturdays.
  - Robert Dougherty (DAAS), public testimony

#### **New Service**

- Would like to have paved roads on Sonora and/or Winters between Twentynine Palms and Joshua Tree so that we can have bus service there.
  - Jera Barnes, public testimony

Due to anticipated funding implications as a result of the continuing COVID-19 response, MBTA will temporarily suspend consideration of service expansions, later or earlier bus service, and weekend or new service proposals until financial sustainability has been demonstrated.

Response

It is recommended that MBTA continue to take such requests towards possible later responses until such a time that its longer-term funding base becomes clearer.

### Morongo Basin Unmet Transit Needs Hearing September Public Hearing and Annual Recorded Comments September 2019

Testimony Response

#### **Bus Stop Amenities**

- Would like to request bus stop improvements at our Department of Aging and Adult Services (DAAS) in Yucca Valley at 56357 Pima Trail. It is currently just a rock. There are no benches or accessible ramps and the sidewalk is not wide enough to deploy the wheelchair lift. A person being dropped off in a wheelchair has to be dropped off in the street and the driveway to DAAS is not accessible. Downtown Yucca Valley, right off of Church Street, left on Pima Trail.
  - Breanna Parker, Robert
    Dougherty and Lib Koenig
    (DAAS), public testimony
- Would like to see each bus stop equipped with a push button sensor to alert the driver that someone would like to be picked up at a bust stop that doesn't have high ridership so that the bus could deviate to come and pick that person up. The bus stops could also be equipped with little cameras so the driver knows someone is really there. It could be powered by solar.
  - Jera Barnes, public testimony

At this time MBTA is pulling up into the DAAS parking lot to board and alight passengers who use mobility devices. Placing a bench on the property that is utilized by County offices of DAAS and TAD has been previously discussed and significant Americans with Disabilities Act (ADA) improvements will be necessary to do so. These would be the responsibility of the County and/or property owner and necessary to complete prior to directing MBTA buses to the front door.

MBTA has an ongoing bus stop improvement program to sequence improvements and the installation of stop amenities. The program is based on funding availability and MBTA improvement guidelines.

MBTA staff is in the process of updating some of its stops with solar powered, lighted bus stops that have security lighting and an illuminated indicator that signals to the operator that a passenger is waiting.

### Victor Valley Desert Region Unmet Transit Needs Public Hearing and Annual Recorded Comments September 16, 2019

Testimony Response

#### **New Bus Stops**

- I would like to see a new bus stop placed at or near Topaz and Bear Valley junction.
   It is a 10 to 20-minute walk for my elderly parent to the nearest bus stop.
  - Barbara Flowers, Transtrack comment
- Request for a bus stop on Central between Round-up and Bear Valley.
  - Teresa Chour, Transtrack comment
- Would like to move the bus stop on Route 42 at northwest corner of Corwin and Choco in Apple Valley, particularly the southwest bound stop. This stop location is in front of my door and the neighbors dogs bark continuously when people are at the stop. Please move north east across the intersection in front of the empty lot.
  - Josh Weide, Transtrack comment

There was a stop at this location. The City of Victorville relocated this stop 0.1 miles east on Bear Valley Rd. In the High Desert, it is the local jurisdiction who has the final say regarding bus stop placement.

Currently there are no routes at this location. It is recommended that VVTA include this as part of the COA/SRTP review process.

It is recommended that VVTA work with the Town of Apple Valley to determine if moving this bus stop is feasible. In the High Desert, it is the local jurisdiction who has the final say regarding bus stop placement.

#### **Bus Stop Amenities**

- We need new shelters and benches at the Shiloh Medical Center on Palmdale Rd. We currently have to stand while waiting for the bus.
  - Mary Martini, public testimony
- Requesting a solar light be installed at the stop at Palmdale and Cobalt, north side heading west.
  - Stevonna Evans, Transtrack comment
- Requesting a shelter to be installed at the bus stop outside of Adelanto High School
  - Stevonna Evans, Transtrack comment

VVTA has stated that they will order a seat for this location as it meets their guidelines for bus stop improvements.

VVTA has stated they will install a solar light for this location.

We recommend that VVTA continue to monitor this location to see if a seat is needed. At this time ridership does not warrant a seat based on VVTA Bus Stop Guidelines.

Victor Valley Desert Region Unmet Transit Needs		
Testimony	Response	

#### **Service Frequency**

- The two-hour wait on Route 23 is too long and it usually runs late.
  - o Rose Renicker, public testimony

#### **Weekend Service**

- Would like for Route 15 to run on Sunday for a few hours so that I can return home from Los Angeles.
  - Marlon Archer, public testimony
- We need Sunday service on Route 15 so that people do not have to stay down the hill until Monday
  - Mary Martini, public testimony
- Would like to see Sunday service on Route 15. People still want go down the hill that don't drive.
  - Brian Sanchez, Transtrack comment
- Would like to see Sunday service on Route 15.
  - Luis Partida, Transtrack comment

#### **Vehicle Amenities**

- We need all buses to consistently run their air conditioners during the hot months. Some drivers say they have no control over the air conditioner, but we need to be comfortable while riding.
  - Bernadette Skubic, Transtrack comment

Due to anticipated funding implications as a result of the continuing COVID-19 response, VVTA will temporarily suspend consideration of service expansions, later or earlier bus service, and weekend or new service proposals until financial sustainability has been demonstrated.

It is recommended that VVTA continue to take such requests, towards possible later responses until such a time that its longer-term funding base becomes clearer.

VVTA continuously spot checks its vehicles to ensure that all air conditioners are operating within manufacturing guidelines. In addition to their regular protocols, they continue to work with operators regarding proper operation of the air conditioning units onboard our vehicles.

However, it is recommended that VVTA follow up with their operators to assist, where possible, for a comfortable ride.

### Victor Valley Desert Region Unmet Transit Needs Hearing Testimony Response

#### **Route Connectivity**

- Ever since the Cal State University San Bernardino loop was added to Route 15, we miss the 10:05am train from San Bernardino. I have to wait another hour and 35 minutes for the next train.
  - Marlon Archer, public testimony
- We are currently having difficulty making connections from Route 31. The construction on Palmdale and 395 and the circular loop at the preparatory school are slowing down the buses and causing motorists to make illegal turns in front of the buses. A new circular that could go to Kaiser and to Social Security will be helpful and provide relief to Routes 31 and Route 32. A transfer could still be made to the 31 if the Arco stop on Palmdale was brought back. Currently have to leave home 2 hours early for appointments because I keep missing connections at 7<sup>th</sup> and Lorene.
  - Mary Martini, public testimony
- Drivers should wait for other buses to make transfers. Routes with 90-minute headways are difficult to wait for when you have missed your connection.
  - Jeffrey Dossett, Transtrack comment
- NTC Passenger is requesting that Silverlake Passengers be transferred to the Victorville run. States that ever since they were moved to the Barstow run they have been getting home extremely late and feels like this is a huge inconvenience. Feels like this small change would not only benefit the current PAX's but would also attract new PAX's.
  - Paula Mueller, Transtrack comment

Route 15 was previously scheduled to arrive at :08 after the hour at the San Bernardino Transit Center (SBTC). With the Cal State change, Route 15 is now scheduled to arrive at SBTC at :00. At this time, it is recommended that VVTA review their on-time performance for this route to learn of any obstacles that might be causing this missed connection.

At this time, regular routing has been resumed as construction has been completed.

At this time, VVTA does not have any routes with 90-minute headways.

It is recommended that VVTA review this request as part of their annual service changes.

### Victor Valley Desert Region Unmet Transit Needs Hearing Testimony Response

#### **New Service**

- We are in need of a continuous bus service between Victorville and Newberry Springs via Barstow. This route should utilize the national trails Highway Corridor between Barstow and Victorville instead of the 15 freeway.
  - Robert Tanner, submitted testimony by mail
- Please consider a new bus route for Routes 32 & 51 that avoids densely populated housing streets. Amargosa & Roy Rogers drives offer an easy solution. Concerned about safety issues.
  - Richard Allison, Transtrack comment

Connections between Newberry Springs and Victorville are available via connections in Barstow to BV Link or along National Trails Highway via an additional connection in Helendale/Silver Lake area.

There are no plans for any changes at this time; however, VVTA constantly monitors and evaluates its bus services and ridership to better serve the needs in our community. Should ridership and demand reflect that this change be warranted, VVTA will respond.

#### **General Comments**

- ADA vehicles need to make sure to be able provide some sort of receipt or proof of purchase so that I can transfer on to the fixed-route bus.
  - Charlotte Iradjpanah, public testimony

In an effort to facilitate a seamless passenger transfer from ADA onto a fixed-route bus, VVTA is currently re-visiting its current protocol for this which includes providing our passengers with an official proof of purchase.

#### **RESOLUTION NO. 21-003**

## RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADOPTING UNMET TRANSIT NEEDS FINDINGS BASED ON HEARINGS HELD IN SEPTEMBER 2019

**WHEREAS,** the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for San Bernardino County, and is therefore, responsible for the administration of funds under the Transportation Development Act (TDA), as amended; and

**WHEREAS,** SBCTA adopted definitions of "unmet transit needs" and "reasonable to meet" during its regular meeting of July 10, 2019; and

**WHEREAS,** SBCTA conducted two public hearings in September, 2019, to obtain testimony regarding unmet transit needs in the Desert areas of San Bernardino County; and

WHEREAS, SBCTA has given consideration to: the testimony received during the public hearing process pursuant to California Public Utilities Code (PUC) Sections 99238 and 99401.5; input from the Public and Specialized Transportation Advisory and Coordination Council (PASTACC), the advisory council established pursuant to PUC Section 99238; the adequacy of public and specialized transportation contained in the most recently adopted Regional Transportation Plan; and the analysis of potential alternative public and specialized transportation services that would meet all or part of the transit demand.

**NOW, THEREFORE,** BE IT RESOLVED, that the San Bernardino County Transportation Authority hereby finds:

- 1. There are no unmet transit needs that can be reasonably met within the Victor Valley, Upper Desert Region of San Bernardino County.
- 2. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino County.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 2, 2020.

ВУ:
Frank J. Navarro, President
ATTEST:
Ву:
Marleana Roman, Clerk of the Board

#### Minute Action

**AGENDA ITEM: 15** 

Date: September 2, 2020

Subject:

Fiscal Year 2019/2020 Third Quarter Transit Operator Update

#### Recommendation:

Receive and file the San Bernardino County Multimodal Transportation Third Quarter Update.

#### **Background:**

Multi-modal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keep the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The purpose of the Report is to identify the range of public transportation options available, provide high level information about services, and report on current initiatives that the operators and SBCTA are working on. It also tracks key performance indicator trends.

The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other source of data for the Report came from transit operators' staff as well as their respective Board of Directors agenda reports. This allowed for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented.

The attached Report encompasses January 2020 through March 2020 data. During this time, a pandemic was declared caused by the novel coronavirus (COVID-19). On March 19, 2020, California was the first state to respond with a statewide stay-at-home order which affected all Californians. In turn, this order affected transit and its operations. Although information was provided previously as part of the second quarter report, third quarters' report shows the actuals for that time period.

During this time period, most operators moved forward with suspending fare collection to allow for limited interaction between the rider and operator, as well as having riders board the vehicles via the rear door whenever possible. The City of Needles and Metrolink maintained their fares. With exception of the City of Needles, all operators decreased their service to reflect their decreased ridership. City of Needles kept service at the same level since they only provide a one-hour fixed route, and any decrease would not be helpful to their riders.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

These changes due to COVID-19 are reflected in the data outlined in the report. During the third quarter, Omnitrans' ridership losses accounted for the greatest share, declining 184,000, or -7%, as the effects of COVID-19 and the Governor's orders began. Victory Valley Transit Authority (VVTA) saw a decrease of -3%, approaching 12,000 fewer trips in this quarter compared to the prior year.

Additionally, Morongo Basin Transit Authority (MBTA) and Mountain Transit saw ridership losses of -9%, down almost 6,000 trips and 5,000 trips respectively, compared to their Fiscal Year 2018/2019 third quarter experiences. City of Needles Transit Services saw no change between its third quarter ridership totals. Metrolink ridership declined just -3%, representing 34,000 fewer trips than the prior year's third quarter experience. Vanpool trips within VVTA's program did not decrease, but grew 1% over the prior year, reflecting the addition of 25 new vanpools during this year.

Specialized transportation service experiences differed between Omnitrans and VVTA. Omnitrans' Consolidated Transportation Service Agency (CTSA) increased trips provided by 30%, adding another 9,600 trips due to increased numbers of participating programs. VVTA's CTSA saw a -23% decline in trip-making, as human service programs ceased or reduced operations.

Although these declines seem relatively small, this covers just a three-month period. However, the data for March reveals the biggest impact of COVID-19. By the fourth week of March, Omnitrans' ridership for the month had fallen overall by 66%, to just under 77,000 weekly boardings. VVTA lost 78% of its ridership over a four-week period, to a weekly low of almost 8,700 boardings by the last full week in March, down from over 40,000 passenger boardings. Mountain Transit experienced losses of 71%, from over 3,500 weekly boardings to just over 1,000. MBTA saw its ridership decline by 59%, from over 5,800 boardings to 2,400. City of Needles saw a 44% decrease in boardings and Metrolink reported a decline of 88% for their ridership.

At the end of the third quarter, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President on March 27, 2020. This provided a \$2 trillion economic relief package. San Bernardino County Operators received approximately \$119 million from that relief package.

The fourth quarter year-end report will detail the strategies the County's operators embraced to provide safe, responsive public transit to those who needed it, both during the stay-at-home order and as San Bernardino County began to re-open.

#### Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was received by the Transit Committee on August 13, 2020.

#### Responsible Staff:

Nancy Strickert, Transit Program Manager

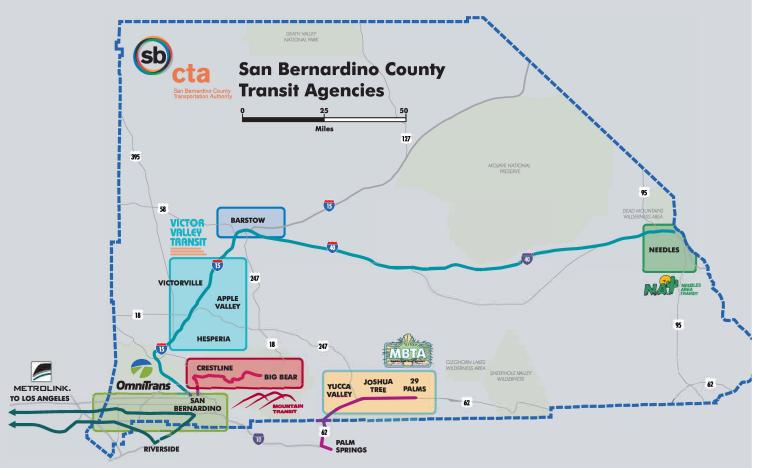
Board of Directors Agenda Item September 2, 2020 Page 3

> Approved Board of Directors Date: September 2, 2020

Witnessed By:



# San Bernardino County Multimodal Transportation Quarterly Report



### Third Quarter Update FY 2019/2020



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## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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#### SAN BERNARDINO COUNTY MULTIMODAL Transportation Quarterly Report

#### Introduction

#### Purposes and Approach

This third iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT, released by the San Bernardino County Transportation Authority (SBCTA), was conceived to address several purposes:

- To identify the range of public transportation options available across San Bernardino County.
- To provide high-level information about specific transportation services and programs available.
- To report on current initiatives and to track trends in key performance indicators.

This provides a comprehensive, current and continuing picture of San Bernardino County's public transportation options to inform the multiple audiences of policy makers, agency staff and members of the general public.

Quarterly ridership and other key data items are reported and compared to the third quarter of last fiscal year. Information reported is drawn from TransTrack – the countywide reporting and performance data system and reviewed by the individual operators and program managers.

#### The County's Public Transportation Modes and **Programs**

San Bernardino County is served by five (5) public transit operators:

- Omnitrans providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles Counties.
- Victor Valley Transit Authority (VVTA) providing services in the greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- Morongo Basin Transit Authority (MBTA) providing services in Twentynine Palms, Yucca Valley and the Morongo Valley communities, connecting to the Coachella Valley.

- Mountain Transit providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- Needles Area Transit Services providing service within the City of Needles and limited connections into Arizona.

Additionally, there are now four (4) other modes of transportation:

- Rail services operated by Metrolink.
- Consolidated Transportation Service Agencies (CTSAs) programs – specialized transportation programs operated by Omnitrans and VVTA.
- Vanpool programs operated by SBCTA and VVTA.
- Lyft Subsidy Program SBCTA's new ONT Lyft Program connects Metrolink stations with Ontario International Airport.

#### Commentary

#### Public Transit During the COVID-19 Pandemic

Third quarter operations reported here reflect San Bernardino County's early experience during this pandemic, a global outbreak of a respiratory disease caused by a novel (new) coronavirus. The disease was named "the coronavirus disease 2019" (abbreviated "COVID-19"). California was the first state to respond with a statewide Stay-at-Home order to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19. This legal order has disrupted almost every aspect of day-to-day life, and most certainly, public transportation.

The long-term implications of this time are not yet understood, but the immediate impact has been a precipitous reduction in transit ridership. San Bernardino County's transit agencies acted quickly and aggressively to respond to the challenge of providing an essential service, while maintaining a safe environment for riders and drivers and operating service commensurate with reduced ridership and staff. The fourth quarter year-end report will detail the full range of strategies the County's operators embraced to provide safe, responsive public transit to those who needed it, both during the Stay-at-Home order and as San Bernardino County began to "re-open."

### SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

#### This Quarter's Trends

The performance metrics presented in the following pages begin to describe public transportation impacts on tripmaking as the outbreak of a worldwide pandemic unfolded. As noted through this report, the California State of Emergency was declared on March 4th and the Governor's Executive Stay-at-Home order commenced on March 19th. The ridership impacts began to be felt by each operator during March. Ridership dropped almost 200,000 trips or -5%, declining from 4.4 million passenger trips in the third quarter of FY 2018/2019 to under 4.2 million trips taken during the third quarter of FY 2019/2020.

California's Stay-at-Home order limited travel to essential trips only, such as grocery shopping, urgent health care and social services, and travel to jobs that were deemed essential and couldn't be moved to remote work. This statewide "shutdown" translated immediately to a loss of riders and reduced vehicle service hours while San Bernardino County operators continued to incur administrative and payroll costs.

#### Federal Relief Funding for Public Transportation

Federal funding from the passage of the Coronavirus Aid, Relief and Economic Security (CARES) Act is providing \$119 million in emergency aid to San Bernardino County public transportation programs. These funds can be used for "operating costs to maintain service and lost revenue due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due to reductions in service." State allocations are available to recipients of 49 U.S.C. §§ 5307, 5311, 5337 and 5340.

CARES Act dollars have begun to be received by the County's public transit operators and will be more detailed in the year-end report, according to the allocation schedule in Exhibit 1.

Exhibit 1

F	Allocated CARES Act Funds by Operator				
	Total Section 5307	Total Section 5311-Rural	Grand Total		
'					
Omnitrans	\$53,266,819	\$0	\$53,266,819		
SCRRA	\$40,246,214	\$0	\$40,246,214		
VVTA	\$24,756,254	\$312,084	\$25,068,338		
MBTA	\$0	\$441,449	\$441,449		
Mountain	\$0	\$312,084	\$312,084		
Needles	\$0	\$43,951	\$43,951		
TOTALS	\$118,269,287	\$1,109,568	\$119,378,855		

### Differing Early Responses by Mode and by Operator

As depicted in Exhibit 2 on the following page, Omnitrans' ridership losses accounted for the greatest share of reduced trips, declining 184,000, or -7%, as the effect of the Pandemic and the Governor's orders began to be felt. VVTA saw a decrease of -3%, approaching 12,000 fewer trips in this quarter compared to the prior year.

Both MBTA and Mountain Transit saw ridership losses of -9%, down almost 6,000 trips and 5,000 trips respectively, compared to their FY 2018/2019 third quarter experiences. Needles Transit Services saw no change between its third quarter ridership totals.

Metrolink ridership declined -3%, representing 34,000 fewer trips than the prior year's third quarter experience.

Vanpool trips of VVTA's program did not decrease, but grew 1% over the prior year, reflecting the addition of 25 new vanpools during this year. The SBCTA Vanpool program is new and has no comparable FY 2018/2019 values.

Specialized transportation program experiences differed for the Consolidated Transportation Services (CTSAs) of Omnitrans and of VVTA. Omnitrans' CTSA increased trips provided by 30%, adding another 9,600 trips due to increased numbers of participating programs. VVTA's CTSA saw a -23% decline in in trip-making, as human service programs ceased or reduced operations and trips taken via the TRIP mileage reimbursement program and by travel trainers declined.

Most transit services saw increases in subsidy-per-trip costs as ridership fell but operating costs continued.

Exhibit 2
Third Quarter Ridership by Transportation Program



Exhibit 3 explores ridership losses over the month of March. By the fourth week of March, Omnitrans' ridership had droppped by -66%; to under 77,000 weekly boardings. VVTA lost -78% of its ridership over four weeks, to a low of almost 8,700 boardings by the last full March week, down from over 40,000 passenger boardings. Mountain Transit experienced losses of -71%, from over 3,500 weekly boardings to just over 1,000. MBTA saw its ridership decline by -59%, from over 5,800 boardings to 2,400. Needles Transit Services saw a -44% decrease in boardings.

Metrolink's ridership decreased by -88% during this period.

#### Fare Policy Implications

In mid to late March, Omnitrans, VVTA, MBTA and Mountain Transit suspended fare collection in order to encourage social distancing, reduce the risk of infection and assist riders struggling with reduced work, lay-offs and unemployment. Needles Transit Services and Metrolink did not suspend fares.

The loss of fare revenue from reduction in ridership and/ or suspended fare collection, was reflected in decreases in passenger fare revenue when compared to the third quarter of last year. VVTA saw a -2% loss in passenger fare revenue, MBTA saw a -58% loss and Needles Transit Services saw a -52% loss. These changes are detailed on the operators' individual pages.

Exhibit 3

						% Change 1st to
	March 1-7	March 8-14	March 15-21	March 22-28	Four Week Total	4th Weeks
Omnitrans	223,349	179,002	113,229	76,971	592,551	-66%
VVTA	40,148	30,251	12,310	8,683	91,392	-78%
MBTA	5,887	4,804	2,966	2,406	16,063	-59%
Mountain Transit	3,547	1,913	1,743	1,014	8,217	-71%
Needles Transit Services	685	501	426	386	1,998	-44%

Total Passenger Boardings

710,221

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## San Bernardino County Multimodal Transportation Quarterly Report Public Transit Bus Operators

#### Performance<sup>1</sup>

	3rd Quarter (.	Jan-Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
STEM Total Passenger Trips	2,601,002	2,417,531	-7.1%
Fixed-Route Trips	2,513,181	2,347,419	-6.6%
Demand Response Trips	87,821	70,112	-20.2%
TEM Performance			
Revenue Hours	206,497	200,200	-3.0%
Passengers per Rev Hour	12.6	12.1	-4.1%
Revenue Miles	2,844,664	2,715,893	-4.5%
Passengers per Rev Mile	0.91	0.89	-2.6%
RATIONS Expense			
Total Operating Cost		\$21,403,685	-5.2%
Passenger Revenue*	\$4,272,855	\$5,552,158	29.9%
Farebox Recovery Ratio Systemwide	18.9%	25.9%	37.1%
Subsidy per Pass Trip Systemwide	\$7.04	\$6.56	-7%
Fixed-Route Cost per Trip	\$7.34	\$7.56	3%
Demand Response Cost per Trip	\$46.95	\$52.25	11%
ET Characteristics			
Vehicles in Peak Service			
Fixed-Route		154	
Demand Response		96	
Total Vehicles in Peak Service		250	
Service Area Square Mileage		463	
Vehicles per Square Mile		0.54	
NITRANS FAMILY of Services			
Bus Rapid Transit Route		Green Line/sb	Х
Express Fixed-Routes		215, 290	
High-Frequency Routes (15 minutes)		Routes 1, 3/4,	14, 61, 66
Local Fixed-Routes		20 routes	
Community Circulators		4 OmniGo rou	ites
Access ADA Service	Соі	mplementary p	aratransit
2019/20 Annual Funding Allocation			
State of California, Local Transportation Fu	nd (LTF)	\$44,105,444	
State Transit Assistance (STA)		\$4,646,062	
State of Good Repair (SGR)		\$215,633	
Low Carbon Transit Operations Program (LC	CIOP)	\$294,270	
Measure I, Local Sales Tax Measure		\$11,673,790	
Federal Transit Administration (FTA) 5307		\$16,941,200	

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning of California's experience of COVID-19 crisis.

#### Ridership

Omnitrans' 2.4 million one-way passenger trips provided this third quarter of FY 2019/2020 represented a 7% decline over the comparable FY 2018/2019 third quarter, consistent with reductions in trip-making across the state and nation. Fixed-route trips declined at a rate of nearly -7% while demand response trips fell at a larger rate of -20%.

#### **System Performance**

Revenue hours during this period dropped by -3% and revenue miles decreased by -4.5%, representing 128,771 fewer miles traveled. The -4% decline in productivity to 12.1 passengers-per-revenue-hour and -2.6% decline in passengers-per-revenue-mile reflected the systemwide ridership downturn.

#### **Operating Costs**

Operating costs were almost \$1.2 million lower (-5%) while passenger revenue was up nearly 30% in the quarter's year-over-year comparison, due to a write off for Medi-Cal reimbursement that was booked earlier in the year. This resulted in a 37% increase in the farebox recovery ratio, systemwide.

There was a -7% decrease in systemwide subsidy per passenger trip, from \$7.04 to \$6.56. Fixed-route costs per trip increased by 3% and the demand response passenger trip cost increased by 11% in this year-over-year comparison.

\$2,327,925

\$80,204,324

Federal Transit Administration (FTA) 5339

Total

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during June 2020

<sup>\*</sup> Negative amount due to write off for Medi-Cal reimbursement that was booked earlier in the year.



### Consolidated **Transportation nniTrans** Services Agency

#### SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT **Public Transit Bus Operators**

#### **Performance**

3rd Quarter (Jan-Feb-Mar)		
Prior Year	Current Year	
FY 18/19	FY 19/20	% Change
31,855	41,479	30.2%
4,190	3,492	-16.7%
1,257	933	-25.8%
865	7,343	748.9%
11,299	9,998	-11.5%
1,113	916	-17.7%
1,481	773	-47.8%
602	434	-27.9%
7,571	7,454	-1.5%
3,477	4,871	40.1%
2018 CFP Partner	2,460	-
2018 CFP Partner	726	-
2018 CFP Partner	1,726	-
2018 CFP Partner	353	-
2019 CFP Partner	0	
2019 CFP Partner	0	
2019 CFP Partner	0	
	Prior Year FY 18/19  31,855  4,190 1,257 865  11,299 1,113 1,481 602 7,571 3,477  2018 CFP Partner 2018 CFP Partner 2018 CFP Partner 2018 CFP Partner	Prior Year         Current Year           FY 18/19         FY 19/20           31,855         41,479           4,190         3,492           1,257         933           865         7,343           11,299         9,998           1,113         916           1,481         773           602         434           7,571         7,454           3,477         4,871           2018 CFP Partner         2,460           2018 CFP Partner         1,726           2018 CFP Partner         353           2019 CFP Partner         0           2019 CFP Partner         0

#### **Third Quarter**

#### Commentary and Trends

The Consolidated Transportation Services Agency (CTSA) of Omnitrans continued its multiple specialized transportation programs, reflecting substantial increases in trip-making, despite reductions in trips for some partners. Trips provided were up 30% in the third guarter, year-overyear comparison. This was an increase of more than 9,000 trips from the FY 2018/2019 third guarter.

The largest share of this increase was reflected in the travel training program. Accounting for nearly 18% of all trips provided in the second quarter FY 2019/2020, this represented almost 7,343 trips.

The CTSA Lyft/Taxi Ride program provided a quarter less trips than third quarter last year, presumably due to reduced trip-making as COVID-19 Stay-at-Home orders came into effect. In the FY 2019/2020 third guarter, the Lyft/ Taxi Ride program provided 933 trips. This program is open to persons within the Omnitrans service area who are age 62 and older and/or Access eligible.

Existing CTSA Partners Programs' account for more than one half (58.9%) of all trips this quarter, providing a total of 24,446 trips. Of these, the OPARC program increased by 40%, providing 4,871 trips this quarter. Other CTSA Program Partners saw reductions in trips provided compared to third quarter in FY 2018/2019, again, likely due to an overall reduction in travel in response to the County and State's COVID-19 response.

New CTSA Partners Programs' trips account for almost 13% of this guarter's total trips provided. Operated by Loma Linda University Adult Day Health, City of Chino, Highland Senior Center and the West End YMCA, these programs provided an additional 5,265 trips.



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

#### Performance<sup>1</sup>

Federal Transit Administration (FTA) 5311

Congestion Mitigation and Air Quality (CMAQ)

renomance				
3	rd Quarter (Jan	-Feb-Mar)		
_	Prior Year	Current Year		
<del>-</del>	FY 18/19	FY 19/20	% change	
SYSTEM Total Passenger Trips	411,625	400,032	-2.8%	
Fixed-Route Trips	356,564	350,290	-1.8%	
Commuter Bus Trips	8,284	8,734	5.4%	
Demand Response Trips	46,777	41,008	-12.3%	
SYSTEM Performance [excludes vanpool revenue hou	rs and miles]			
Revenue Hours	64,622	63,194	-2.2%	
Passengers per Rev Hour	6.4	6.3	-0.6%	
Revenue Miles	1,137,600	1,114,744	-2.0%	
Passengers per Rev Mile	0.36	0.36	0.0%	
OPERATIONS Expense [excludes vanpool expense at		A5 470 005	5.00/	
Total Transit Operating Cost Passenger Revenue	\$5,768,700 \$806,737	\$5,479,365 \$791,265	-5.0% -1.9%	
Farebox Recovery Ratio Systemwide	14.0%	14.4%	3.3%	
Subsidy/Pass Trip - Systemwide	\$12.05	\$11.72	-3%	
Fixed-Route Cost per Trip	\$11.81	\$11.44	-3%	
Commuter Bus Cost per Trip	\$23.68	\$18.34	-23%	
Demand Response Cost per Trip	\$29.07	\$32.00	10%	
FLEET Characteristics				
Vehicles in Peak Service			Including	
Fixed-Route		47	Including 7 Electric Bu	ises
Fixed-Route Commuter		6		ises
Fixed-Route				ises
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service		6 38 91		ises
Fixed-Route Commuter Demand Response		6 38		ises
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile		6 38 91 1,082		ises
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage		6 38 91 1,082		ises
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services		6 38 91 1,082 0.08		ises
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes		6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter	7 Electric Bu	rses
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus	_	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes	_	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit		6 38 91 1,082 0.08  22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit Vanpool Program		6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit	_TF)	6 38 91 1,082 0.08  22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit Vanpool Program  FY 2019/20 Annual Funding Allocation	_TF)	6 38 91 1,082 0.08  22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce 227 vanpools	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit Vanpool Program  FY 2019/20 Annual Funding Allocation State of California, Local Transportation Fund (I State Transit Assistance (STA) State of Good Repair (SGR)	,	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce 227 vanpools \$19,083,833 \$734,901 \$691,283	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Intercity Routes Flexible Transit Vanpool Program  FY 2019/20 Annual Funding Allocation State of California, Local Transportation Fund (I) State of Good Repair (SGR) Low Carbon Transit Operations Program (LCTC)	,	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce 227 vanpools \$19,083,833 \$734,901 \$691,283 \$939,282	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Flexible Transit Vanpool Program  FY 2019/20 Annual Funding Allocation State of California, Local Transportation Fund (I) State of Good Repair (SGR) Low Carbon Transit Operations Program (LCTO Measure I, Local Sales Tax Measure	,	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce 227 vanpools \$19,083,833 \$734,901 \$691,283 \$939,282 \$1,131,200	7 Electric Bu	
Fixed-Route Commuter Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile  VVTA FAMILY of Services Local Fixed/Regional Routes County Fixed-Routes Commuter Bus Intercity Routes Intercity Routes Flexible Transit Vanpool Program  FY 2019/20 Annual Funding Allocation State of California, Local Transportation Fund (I) State of Good Repair (SGR) Low Carbon Transit Operations Program (LCTC)	,	6 38 91 1,082 0.08 22 routes 6 routes NTC Commuter routes 2 routes ADA Direct Acce 227 vanpools \$19,083,833 \$734,901 \$691,283 \$939,282	7 Electric Bu	

\$671.949

\$2.862.735

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning of California's experience of COVID-19 crisis.

#### Ridership

VVTA saw a slight decrease in its third quarter—the beginning of the Coronavirus pandemic in the US—in this year-over-year comparison, representing 11,593 fewer oneway passenger trips. VVTA's demand response services saw the greatest percentage decrease, about -12%, with 5,769 fewer passenger trips. Fixed-route trip-making delivered 6,274 fewer trips, while the commuter bus service saw a slight increase, with 450 more one-way trips during this period, compared to FY 2018/2019 third quarter.

#### **System Performance**

Revenue hours saw a slight decrease of over -2%, along with productivity systemwide, reducing from 6.4 to 6.3 passengers-per-revenue hour. Revenue miles decreased -2%.

#### **Operating Costs**

Operating costs decreased -5%, by \$289,335. There was a -3% decrease in systemwide subsidy-per-passenger trip, from \$12.05 to \$11.72. Fixed-route costs per trip decreased by -3%, while the commuter bus trip cost decreased by a notable -23%. Demand response passenger trip cost increased by 10% in this year-over-year comparison.

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during June 2020.



## San Bernardino County Multimodal Transportation Quarterly Report Public Transit Bus Operators

#### **Performance**

	3rd Quarter	(Jan-Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
TOTAL TRIPS	9,459	7 202	-22.9%
TOTAL TRIPS	9,439	7,293	-22.9%
TRIP Program	4,362	3,924	-10.0%
Nonprofit Providers	2,079	1,520	-26.9%
Foothill AIDS Project		493	
Abundant Living Church		586	
Victor Valley Community Service Council		233	
Trona Community and Senior Center		166	
Church for Whosoever		14	
Bonnie Baker Senior Center		28	
Travel Training Program	759	771	1.6%
Fare Media Scholarship Program	2259	1,078	
Total CAR TRIPS		213	
Needles CarShare Program		213	
TOTAL MILES	99,471	87,580	-12.0%
TRIP Program	99,471	87,580	-12.0%
TOTAL HOURS	109	81	-25.3%
Transit Ambassador Program	109	81	-25.3%

#### **Third Quarter**

#### Commentary and Trends

CTSA programs saw a decrease in utilization across each of its programs, by -10% for the TRIP program, by nearly -27% for its nonprofit transportation providers and by nearly -2% for travel training contacts.

There was also less use of the fare media scholarship program.

Reporting on the Needles CarShare program rentals (car trips) continued this quarter, and at 213 car trips, it was 51% over the 141 car trips reported in the first quarter of FY 2019/2020, reflecting growth in the program, this year over last.

Mileage reported by TRIP program participants decreased by nearly 12,000 miles (-12%), consistent with the drop in utilization.



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

#### **Performance**

	3rd Quarter (Jan-	Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
Performance			
Number of Vanpools	202	227	12.4%
Revenue Miles	1,304,144	1,298,478	-0.4%
Revenue Hours	26,317	26,034	-1.1%
Unlinked Passenger Trips	140,959	141,680	0.5%
Passenger Miles	6,450,480	7,424,590	15.1%
Subsidies Disbursed	\$297,635	\$327,738	10.1%
Passenger Fares	\$254,390	\$297,523	17.0%

#### **Third Quarter**

#### Commentary and Trends

VVTA's vanpool continued its addition of vanpools, with more than a 12% increase over third quarter of the prior year, now to 227 vanpools.

Revenue miles and hours decreased modestly but passenger miles increased by 15%, from 6.4 million to 7.4 million, reflecting the increased numbers of commuters in these added vanpools.

The subsidy of \$327,738 dispersed to vanpool commuters increased by 10%.



#### Performance<sup>1</sup>

	3rd Quarter (Ja	an-Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
YSTEM Total Passenger Trips	66,069	60,108	-9.0%
Fixed-Route Trips	61,828	54,623	-11.7%
Commuter Bus Trips	1,499	-	-8.2%
Demand Response Trips	4,241	4,109	-3.1%
STEM Performance			
Revenue Hours	9,245	7,980	-13.7%
Passengers per Rev Hour	7.1	7.5	5.4%
Revenue Miles	185,416	158,079	-14.7%
Passengers per Rev Mile	0.36	0.38	6.7%
PERATIONS Expense			
Total Operating Cost	\$829,346	\$800,026	-3.5%
Passenger Revenue	\$161,341	\$68,209	-57.7%
Farebox Recovery Ratio Systemwide	19.5%	8.5%	-56.2%
Subsidy per Pass Trip - Systemwide	\$10.11	\$12.18	20.4%
Fixed-Route Cost per Trip	\$9.82		7.6%
Commuter Bus Cost per Trip	\$45.28		6.5%
Demand Response Cost per Trip	\$36.40		4.6%
EP Mileage Reimbursement Program		•	
TREP Clients	•	139	
TREP Trips		1,759	
TREP Miles Reimbursed		29,103	
Mileage Reimbursement Cost		\$8,731	
EET Characteristics			
Vehicles in Peak Service			
Fixed-Route/Commuter		9	
Demand Response		4	
Total Vehicles in Peak Service		13	
Service Area Square Mileage		1,300	
Vehicles per Square Mile		0.01	
BTA FAMILY of Services			
Highway Bus		#1 Yucca Valley	y-Twentynine
		Palms	DC #1F
Intercity Routes to Palm Springs		#12 Yucca Valle	ey-PS, #15
		MCAGCC-PS #3 Marine Base	2 #7 Vucca
Other Community Routes		Valley, #21 Lan	•
Ready Ride Service		In 6 communiti	
2019/20 Annual Funding Allocation			
State of California, Local Transportat	tion Fund (LTF)	\$3,079,208	
State Transit Assistance (STA)		\$177,950	
State of Good Repair (SGR)		\$111,316	
Low Carbon Transit Operations Progr	am (LCTOP)	\$151,275	
Measure I, Local Sales Tax Measure		\$104,300	
Federal Transit Administration (FTA)	5311	\$398,562	
Total		\$4,022,611	

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning of California's experience of COVID-19 crisis.

Transportation Quarterly Report

**Public Transit Bus Operators** 

#### Ridership

MBTA saw decreases in its ridership by -9% systemwide in this third quarter, year-over-year comparison. The greatest percentage decrease was seen in fixed-route trips, falling by nearly -12%, or about 7,200 fewer trips. Commuter bus trips followed at a -8% reduction in trips. Demand response trips on the system's Ready Ride decreased by -3%.

#### **System Performance**

Revenue hours and miles decreased by about -14%. Passenger revenue fell by almost -60%, as a result of social distancing and other measures taken to mitigate the risk of possible transmission of the coronavirus and a free fare policy instituted the second week of March.

#### **Operating Costs**

Operating costs were reduced by -3.5%, while passenger subsidy-per-trip, saw a 20% increase systemwide, from \$10.11 to \$12.18 in this third quarter comparison. The fixed-route cost-per-trip was \$10.57, an increase of nearly 8% year-over-year; the commuter bus cost-per-trip of \$48.23 was a 6.5% increase for the same period. The demand response cost also grew by almost 5%, from \$36.40 to \$38.08.

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during June 2020.



## San Bernardino County Multimodal Transportation Quarterly Report Public Transit Bus Operators

#### Performance<sup>1</sup>

orrormanos			
	3rd Quarter (Ja	n-Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
STEM Total Passenger Trips	56,425	51,377	-8.9%
Fixed-Route Trips	47,892	44,475	-7.1%
Commuter Bus Trips	4,853	3,746	-22.8%
Demand Response Trips	3,680	3,156	-14.2%
STEM Performance			
Revenue Hours	9,581	8,727	-8.9%
Passengers per Rev Hour	5.9	5.9	0.0%
Revenue Miles	163,515	140,689	-14.0%
Passengers per Rev Mile	0.35	0.37	0.0%
PERATIONS Expense			
Total Operating Cost	\$871,922	\$720,626	-17.4%
Passenger Revenue*	\$60,077	\$65,160	8.5%
Farebox Recovery Ratio Systemwide	6.9%	9.0%	31.2%
Subsidy per Pass Trip - Systemwide	\$14.39	\$12.76	-11.3%
Fixed-Route Cost per Trip	\$10.13	\$9.41	-7.1%
Commuter Bus Cost per Trip	\$38.37	\$35.80	-6.7%
Demand Response Cost per Trip	\$54.52	\$9.41	-82.7%
EET Characteristics			
Vehicles in Peak Service		_	
Fixed-Route		9	
Demand Response		4	
Off the Mountain Trolley Vehicle		4 2	
Total Vehicles in Peak Service		19	
Service Area Square Mileage		269	
Vehicles per Square Mile		0.05	
OUNTAIN TRANSIT FAMILY of Services			
Off-the-Mountain Routes -2		Rim Rt. 6; Big B Rim Rts. 2, 4; Bi	
Local Fixed-Routes -5		1,3,11	0
Maskend Tralley 4		Big Bear - Septe	mber to
Weekend Trolley -1		November	
Summer Trolley -1		Lake Arrowhead	
Dial-a-Ride -2		Big Bear Valley	and Rim
2019/20 Annual Funding Allocation			
State of California, Local Transportation	Fund (LTF)	\$2,428,238	
State Transit Assistance (STA)		\$108,888	
State of Good Repair (SGR)		\$77,590	
Low Carbon Transit Operations Program	(LCTOP)	\$105,429	
Measure I, Local Sales Tax Measure		\$76,400	
Federal Transit Administration (FTA) 53	11	\$281,774	
Composition Maintenanting and Air Co. 11: 16	** 4 A A A A	ĆECO 000	

#### 1 Extracted from TransTrack Manager Quarterly Scorecard during June 2020

\$560,000 \$3,638,319

Congestion Mitigation and Air Quality (CMAQ)

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning California's experience of COVID-19 crisis.

#### Ridership

Mountain Transit saw a decrease in ridership of nearly -9% systemwide in this third quarter, year-over-year comparison, representing a decline of about 5,000 passenger trips. Commuter bus trips saw the largest decline of nearly -23%, reflective of the statewide Stayat-Home orders for non-essential workers. Fixed-route ridership fell about -7% and demand response trips fell about -14%.

#### **System Performance**

Revenue hours decreased nearly -9% and revenue miles decreased -14% for this third quarter comparison. Both passengers-per-revenue-hour and passengers-per-revenue-mile held constant.

#### **Operating Costs**

Operating costs were reduced by more than -17% while passenger fares increased almost 9%. Systemwide, the farebox recovery ratio increased from nearly 7% to 9% in this third quarter comparison, bringing the system close to its systemwide minimum standard of 10% farebox recovery threshold.

Farebox recovery is low because fares for seasonal Route 9 are only collected at the end of the season. The farebox will balance out over the course of the year.

The subsidy-per-passenger of \$12.76 systemwide represents a drop of more than -11%. This decrease was felt systemwide: fixed-route trips cost-per-trip fell by -7% to \$9.41; demand response per trip costs decreased by almost -7% to \$35.80; and commuter bus saw a significant decrease in per trip cost of over -82% to \$9.41.

<sup>\*</sup> Fares for 33,686 trips during this quarter will not be counted up until 4th quarter as MT has historically invoiced once for the whole season. Billing is moving to a monthly basis.



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

#### Performance<sup>1</sup>

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
YSTEM Total Passenger Trips	7,065	7,072	0.1%
Fixed-Route Trips	5,828	5,661	-2.9%
Demand Response Trips	1,237	1,411	14.1%
YSTEM Performance			
Revenue Hours	1,202	1,240	3.2%
Passengers per Rev Hour	5.9	5.7	-3.0%
Revenue Miles	17,241	15,631	-9.3%
Passengers per Rev Mile	0.41	0.45	10.4%
PERATIONS Expense			
Total Operating Cost	\$80,953	\$107,000	32.2%
Passenger Revenue	\$11,342	\$5,487	-51.6%
Farebox Recovery Ratio Systemwide	14.0%	5.1%	-63.4%
Subsidy per Pass Trip - Systemwide	\$9.85	\$14.35	45.7%
Fixed-Route Cost per Trip	\$9.81	\$15.09	53.8%
Demand Response Cost per Trip	\$20.17	\$20.57	2.0%
LEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response	_	1	
Total Vehicles in Peak Service		2	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

### Needles Area Transit Community deviated fixed route Demand Response Local & Medical/Shopper Dial-a-Rides FY 2019/20 Annual Funding Allocation

Y 2019/20 Annual Funding Allocation	
State of California, Local Transportation Fund (LTF)	\$213,025
State Transit Assistance (STA)	\$203,762
State of Good Repair (SGR)	\$7,679
Measure I, Local Sales Tax Measure	\$10,100
Federal Transit Administration (FTA) 5311	\$39,707
Total	\$474,273

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning of California's experience of COVID-19 crisis.

#### Ridership

During the beginning of the Coronavirus outbreak, Needles Transit Services saw a slight increase of 0.1% in the year-over-year comparison of the third quarter. Losses were seen only in fixed-route service, at nearly -3%, as demand response services saw an 14% increase in this FY 2019/2020 over last year's third quarter.

#### **System Performance**

Productivity has declined -3%, consistent with the decrease in passengers.

#### **Operating Costs**

Operating costs increased by over 32% in this year-over-year comparison, reflecting the new contract with Transportation Concepts. This rippled into an increase of nearly 46% in the subsidy-per-passenger, to \$14.35, an almost 54% increase in the fixed-route cost-per-trip of \$15.09 and in the 2% increase in the demand response cost-per-trip of \$20.57. Despite these increases, these unit costs are well below those of the other public transportation providers in San Bernardino County.

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during June 2020.



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Rail

#### **Performance**

	3rd Quarter (Jai	n-Feb-Mar)	
	Prior Year	Current Year	
	FY 18/19	FY 19/20	% change
SYSTEM Passenger Boardings by Line			
TOTAL San Bernardino Line	729,321	713,731	-2.1%
TOTAL San Bernardino Line TOTAL Inland Empire Orange County (IEOC) Line	315,699	297,233	-2.1% -5.8%
, , , , ,	313,099	237,233	-3.6%
Boardings at San Bernardino County Stations:			
San Bernardino Line	283,080	290,580	
IEOC Line	6,600	6,750	
Riverside Line	35,081	34,050	
FINANCIAL - Total San Bernardino Line w/ MOW			
Operating Cost SB Line	\$13,229,587		
Farebox Revenue SB Line	\$4,648,852		0.0%
Farebox Recovery Ratio SB Line	35.1%		
FINANCIAL - Total IEOC Line w/ MOW			
Operating Cost IEOC Line	\$6,988,234		
Farebox Revenue IEOC Line	\$1,872,109		0.0%
Farebox Recovery Ratio IEOC Line	26.8%		
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	25,661,470	24,944,159	-3%
Average Passenger Trip Length	35.2	34.9	-1%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	10,542,004	9,767,748	-7.3%
Average Passenger Trip Length	33.4	32.9	-1.5%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB		15	
# of trains per weekday EB		20	
# of trains per Saturday WB/EB		10	
# of trains per Sunday WB/EB		7	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB		8	
# of trains per weekday WB # of trains per weekday EB		8	
# of trains per weekend WB		2	
# of trains per weekend EB		2	
J. Jano per recencia 25		-	

#### **Third Quarter**

#### Commentary and Trends

The numbers reported here reflect transit ridership before and at the beginning of California's experience of COVID-19 crisis.

#### Ridership

Metrolink ridership fell by -2% in this third quarter, year-over-year comparison, for the lines serving San Bernardino County. This translates to a loss of almost 15,600 passenger trips.

#### **Operating Costs**

Operating costs for this Fiscal Year are not yet available as Metrolink conducts reconciliation on an annual basis.

Passenger miles dropped on the San Bernardino Line by -3% to 24.94 million passenger miles traveled during this third quarter FY 2019/2020 period. The Inland Empire Orange County Line saw over -7% fewer passenger miles traveled.

## Multimodal Programs

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Other Modes



**SB Loop Program** 



## Performance ONT Lyft Program



#### 3rd Quarter (Jan-Feb-Mar)

	FY 19/20	
SYSTEM Passenger Boardings by Line	<b>;</b>	
TOTAL Rides Total Rides Redeemed by Mobile App Total Rides Redeemed by Call Center	151 145 7	
Repeat Rides Repeat Riders	89 19	
Rides by Origin		
Ontario Airport	56	
Montclair	51	
Rancho Cucamonga	21	
Upland	9	
Ontario East	14	
Cancelled Rides (by Rider)	0	

#### 3rd Quarter (Jan-Feb-Mar)

	FY 19/20	
SYSTEM Totals		
Number of Vanpools Vanpool Passenger Trips	55 33,190	
SYSTEM Performance		
Passenger Miles	1,345,780	
OPERATIONS Expense Subsidies Disbursed Passenger Revenue	\$65,043 \$183,762	
Subsidy per Passenger Trip Average Cost per Passenger Trip	\$1.96 \$7.50	

#### **Third Quarter**

#### Commentary and Trends

This new program supported operation of 55 vanpools in this third quarter.

Commuters on third quarter vanpools made 33,190 passenger trips and over 1.3 million passenger miles traveled.

Subsidies supporting these vanpool commuters are reported at \$65,043.

#### **Third Quarter**

#### **ONT Lyft Program**

This new program, which launched November 19, 2019, provides sponsored Lyft rides from the Metrolink stations located in Rancho Cucamonga, Upland, Ontario, and Montclair to the Ontario International Airport (ONT). The program covers up to \$35 off each Lyft ride and offers a fully ADA-compliant option. SBCTA funds the pilot program and continues to collaborate with Metrolink and Omnitrans to promote the program to riders.

To participate, riders enter the GOSBCTA code into the Promos field in the Lyft app one time, and the subsidy will apply automatically to any eligible ride and automatically renew at the end of each month. Riders without smartphones and riders with specialized mobility needs can participate by calling a Call Center.

#### Commentary and Trends

SBCTA's new ride hailing program generated 151 rides between four Metrolink stations and Ontario International Airport in third quarter FY 2019/2020. 144 of the requested rides were ordered through the Lyft mobile app and seven (7) were dispatched from the call center. The Montclair Transit Center was the second most common origin/ destination after Ontario Airport.

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#### Minute Action

**AGENDA ITEM: 16** 

Date: September 2, 2020

Subject:

Redlands Passenger Rail Project Quarterly Update

#### Recommendation:

Receive and file the Redlands Passenger Rail Project Quarterly Update.

#### **Background:**

The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) has identified the Redlands Passenger Rail Project (RPRP) as one of its priority projects. The RPRP environmental clearance was completed in March 2015. The RPRP continues to move forward with construction of the mainline, maintenance facility and vehicle manufacturing. The previous critical path item, the Santa Ana River Bridge, was completed in an extended work window that the project team was able to secure by working with Burlington Northern Santa Fe (BNSF) Railway Company, customers, and other project stakeholders. The current path item is installation and testing of the communications system. Other construction related items on the critical path at this time are 106 (66 completed) utility relocations, and 26 at-grade highway crossings. Also, the construction contractors for the mainline and the maintenance and storage facility, as well as the vehicle manufacturer, have provided initial force majeure letters due to the COVID-19 crises. The eventual impact to the project is unknown at this time and will be monitored by staff. Below is a list of the major project milestones and their status. The attached presentation provides an update on the multiple on-going activities.

**Project Milestones and Status:** 

Froject Milestones and Status:		
ACTIVITY	STATUS	
Environmental Clearance	March 2015 – Completed	
Award Vehicle Maintenance Facility Construction Contract	April 2019 – Completed	
Award Vehicle Procurement Contract	July 2017 – Completed	
Award Mainline Construction Contract	April 2019 – Completed	
Approval of 2-Party Operations and Maintenance Agreement	June 2020 – Completed	
Delivery of Diesel Multiple Unit (DMU) Vehicles	February 2021	
Conditional Acceptance of DMU Vehicles	August 2021	
Maintenance Facility – Substantial Completion	April 2021	
Maintenance Facility – Final Acceptance	June 2021	
Mainline Contract – Substantial Completion	November 2021	
Mainline Contract – Final Acceptance	December 2021	
Pre-Revenue Testing Completion	October 2021	
Safety and Security Certification	Late 2021	
Planned Revenue Service Start Date	Early 2022	

#### **Project Description:**

The RPRP entails construction of nine (9) miles of new track plus a two (2) mile double track section that will allow for the extension of Metrolink San Bernardino Line service and the introduction of multiple unit passenger rail service to the cities of San Bernardino and Redlands.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

It includes modifications to the San Bernardino Transit Center and construction of four new stations at: Tippecanoe Avenue in the City of San Bernardino, Esri station adjacent to their campus on New York Street (privately funded), Downtown Redlands station in the Packing House District, and University station at the University of Redlands in the City of Redlands. The project also includes reconstruction or rehabilitation of five (5) existing bridge structures, modifications to 26 at-grade crossings including pedestrian treatments, positive train control, and quiet-zone ready infrastructure. Implementation of the new service requires construction of a vehicle maintenance and storage facility, and acquisition of three (3) multiple unit (MU) passenger rail vehicles. The Arrow service will be the first use of Federal Railroad Administration (FRA) compliant modern MUs in California. The project requires coordination with more than fifteen (15) agencies, as well as the monitoring compliance of nearly seventy (70) contracts.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was received by the Transit Committee on August 13, 2020.

#### Responsible Staff:

Victor Lopez, Chief of Transit and Rail Programs

Approved Board of Directors Date: September 2, 2020

Witnessed By:

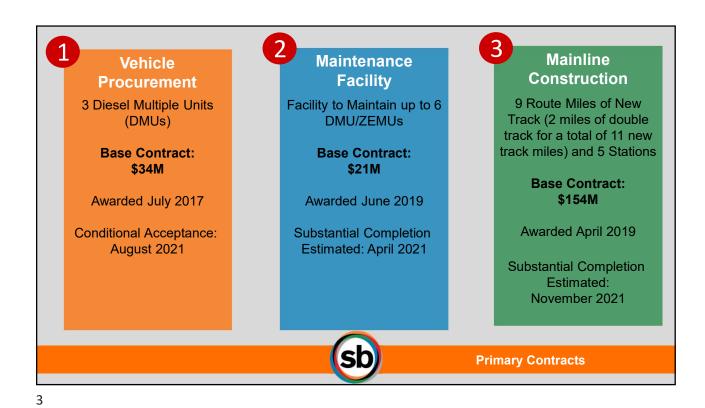
### Redlands Passenger Rail Project Quarterly Project Update

August 13, 2020



1







4

■ Percent Complete: 30%

Prime Contractor: Stadler US

Contract Management: RailPros

Schedule:

Contract Award: July 2017

Expected Delivery of first DMU: January 2021Delivery of all DMU Vehicles: March 2021

Conditional Acceptance of all DMU Vehicles: August 2021

#### Budget and Expenditures:

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining
Contract**	\$ 31,405,077.00	\$ 340,800.00	\$ 31,745,877.00	\$11,370,800.80	\$ 20,375,076.20
Contingency**	\$ 3,140,508.00	-	\$ 3,049,708.00	-	-
Total**	\$ 34,545,585.00	-	\$ 34,795,585.00	\$11,370,800.80	-

<sup>\*</sup> Executed change orders and expenditures as of 06/30/20

<sup>\*\*</sup> Includes both capital and operating costs. Only capital costs were included in the TIGER FFGA.



1. Vehicle Procurement

5





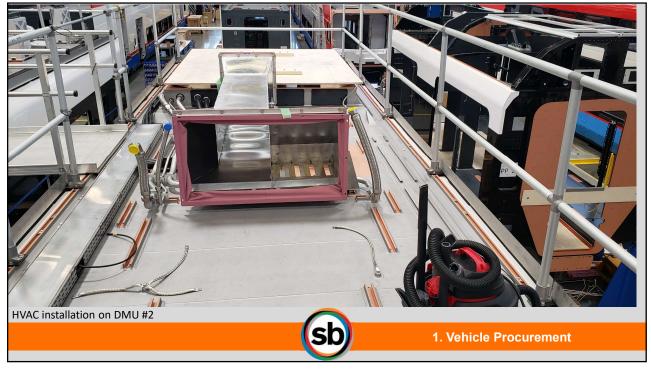
The cars are articulated (share trucks) and thus are semi-permanently coupled. This picture shows the articulation joint on a cab car. The other half of the joint is on the power pack.

Articulation joint

1. Vehicle Procurement











✓ Arrow Maintenance Facility **Maintenance** o Located at 981 W 3rd St in San Bernardino **Facility** just east of Santa Fe Depot 2 Bay Facility to Maintain up to 6 DMU and or ZEMU Vehicles The AMF will also be used as the maintenance/storage location for the demonstration ZEMU **Base Contract: \$21M Awarded** June 2019 2. Maintenance Facility

- Percent Complete: 27%
- Prime Contractor: Granite Construction Company
- Construction Management: Lockwood, Andrews & Newman, Inc. (LAN)
- Schedule:
  - Contract Award: June 2019
  - Contractual Completion: November 2020
  - Expected Substantial Completion: April 2021
  - Final Acceptance: June 2021

#### Budget and Expenditures:

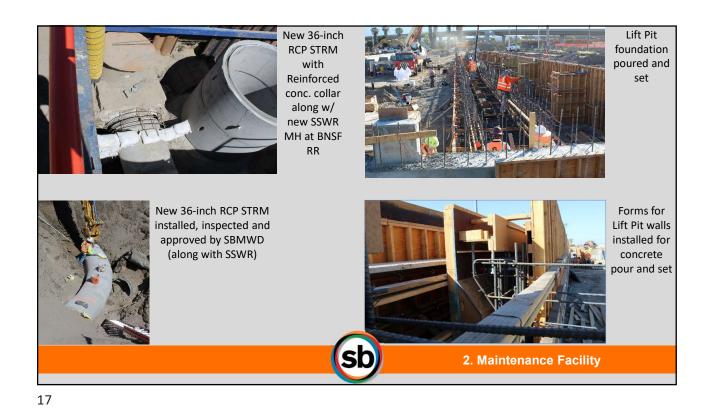
	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining
Contract	\$ 20,855,000.00	\$127,069.75	\$ 20,982,069.75	\$ 5,560,693.07	\$ 15,421,376.68
Contingency	\$ 1,363,400.00	-	\$ 1,236,330.25	-	-
Total	\$ 22,218,400.00	-	\$ 22,218,400.00	-	-

\* Executed change orders and expenditures as of 06/30/20



2. Maintenance Facility









Percent Complete: 61% **Prime Contractor**: Flatiron West, Inc. **Construction Management: AECOM** Schedule: Contract Award: April 2019 Track and Signal Installation: December 2020 Signal Wiring and Testing: November 2021 Substantial Completion Estimate: November 2021 Final Acceptance: December 2021 Budget and Expenditures: **Executed Change Baseline Amount Revised Amount** Expenditures\* Contract \$ 154,232,073.81 \$ 6,360,489.53 \$ 160, 592,563.34 \$ 102,846,725.45 \$ 57,745,837.90 \$ 15,423,207.19 \$ 9,062,717.66 Contingency \$ 169,655,281.00 \$ 169,655,281.00 \* Executed change orders and expenditures as of 06/30/20

20

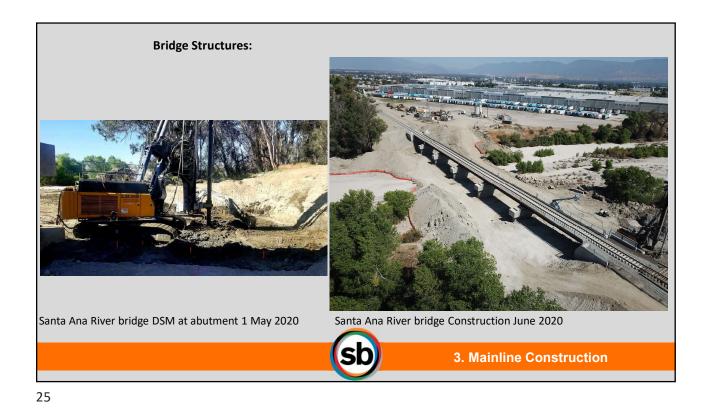
3. Mainline Construction















TIGER GA **Budget** Revised Remaining **Expenditures** 10 – Guideway & Track Elements \$ 14,419,721.69 \$ 47,170,844.16 \$ 52,943.48 \$ 47,223,787.64 \$ 32,804,065.95 69.54% 20 – Station, Stops \$-\$ 6,384,880.39 \$ 6,384,880.39 \$ 1,076,548.69 16.86% \$ 5,308,331.70 30 – Support Facilities \$ 18,726,000.00 \$ (3,483,000.00) \$ 15,243,000.00 \$ 2,899,950.00 15.49% \$ 12,343,050.00 40 – Sitework & Special Conditions \$ 64,627,739.45 \$ 6,621,934.71 \$ 71,249,674.16 \$ 57,674,590.79 89.24% \$ 13,575,083.37 \$ 52,021,259.49 \$ 47.003.18 \$ 52,068,262.67 \$ 30,447,935.59 58.53% \$ 21,620,327.08 60 – ROW, Land, Existing Improvements \$-\$3,043,000.00 \$ 3,043,000.00 \$ 2,911,470.89 95.68% \$ 131,529.11 \$ 27,190,748.00 \$ 27,190,748.00 \$ 11,370,800.80 41.82% \$ 15,819,947.20 70 – Vehicles 30 – Professional Services \$ 112,795,497.41 \$ 5,282,504.00 \$ 118,078,001.41 \$ 78,332,202.53 69.45% \$ 39,745,798.88 Subtotal \$ 331,959,968.90 \$ 8,521,385.37 \$ 340,481,354.27 \$ 217,517,565.24 65.53% \$ 122,963,789.04 \$ 27,782,118.10 \$ (8,521,385.37) \$ 19,260,732.73 \$ 19,260,732.73 \$ 19,471,602.19 \$ (6,578,359.28) \$ 12,893,242.91 \$ 12,893,242.91 90.01 - Allocated Contingency 90.02 - Unallocated Contingency \$8,310,515.91 \$ (1,943,026.09) \$6,367,489.82 \$ 6,367,489.82 \$ 359,742,087.00 \$ (0.00) \$ 359,742,087.00 \$ 217,517,565.24 \$ 142,224,521.77

**RPRP Budget and Expenditures** 



# Minute Action

**AGENDA ITEM: 17** 

Date: September 2, 2020

### Subject:

West Valley Connector Cooperative Agreements with Various Cities

#### Recommendation:

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

- A. Direct staff to proceed with deferment of the new operations and maintenance facility and implementation of the 40-foot battery electric buses and associated improvements needed at the existing West Valley Maintenance Facility, as identified in the Transit and Intercity Capital Program grant award.
- B. Approve Cooperative Agreement No. 20-1002420 with the City of Pomona, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Pomona.
- C. Authorize the Executive Director, or designee, to approve Cooperative Agreement No. 20-1002421 with the City of Montclair, upon finalization by staff and approval as to final form by General Counsel, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Montclair.
- D. Approve Cooperative Agreement No. 20-1002422 with the City of Ontario, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Ontario.
- E. Authorize the Executive Director, or designee, to approve Cooperative Agreement No. 20-1002423 with the City of Rancho Cucamonga, upon finalization by staff and approval as to final form by General Counsel, to delineate roles and responsibilities during the design, right-of-way and construction phases for the West Valley Connector Bus Rapid Transit Improvement Project, in the City of Rancho Cucamonga.

# Background:

In October 2010, Omnitrans developed a system of ten planned bus rapid transit (BRT) corridors, identified as the sbX System Corridors, detailed in their System-wide Transit Corridor Plan for the San Bernardino Valley. The Green Line (E Street Corridor) in San Bernardino and Loma Linda was the first of the ten corridors implemented in 2014. The West Valley Connector (WVC) Project (Project) would be the second. A joint Environmental Impact Report and Environmental Assessment (EIR/EA) was prepared, in cooperation with the Federal Transit Administration (FTA), to evaluate potentially significant environmental impacts associated with implementation of the proposed Project. In May 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final EIR in compliance with the California Environmental Quality Act (CEQA). Subsequently, on May 12, 2020, the FTA rendered its approval of the Finding of No Significant Impact (FONSI), which concluded the Environmental Clearance of the Project.

Entity: San Bernardino County Transportation Authority

Due to funding limitations, SBCTA is only progressing with Phase 1 of the Project at this time. Phase 1 is via Holt Boulevard and Milliken Avenue and connects the Pomona Regional Transit Center at the Downtown Pomona Metrolink Station, Ontario Civic Center, Ontario Convention Center, Ontario International Airport, Toyota Arena, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens in Rancho Cucamonga. With environmental approval, SBCTA can proceed with certain Project elements such as final design, right-of-way (ROW) acquisition and advanced utility relocation. Phase 1 is proceeding with final design and ROW engineering with a targeted start of operations date in early 2024. While ROW engineering is progressing, staff is not proceeding with ROW acquisition until the remaining funding needed is secured through grants. Staff is working closely with FTA's Capital Investment Grants group to ensure that Phase 1 of the Project progresses within FTA guidelines and will be submitting the associated rating package in late August for the Small Starts Program. Staff also submitted a Senate Bill 1 Solutions for Congested Corridors Program (SCCP) grant application in July 2020. Award notification for SCCP is expected in late November/early December 2020. While we might hear from the FTA on the Small Starts Program application in December 2020, final publication of the successful awardees is not expected until spring 2021. As the FTA direct recipient, Omnitrans will be listed as the lead applicant on the Small Starts application, but SBCTA will prepare the application.

The design consultant team, in close coordination with Omnitrans and the Cities, is now developing 65% design documents for the mainline, which is scheduled to be completed in October 2020. The ROW activities for Phase 1 will commence shortly after. Staff intends to go back to the Board in late 2020 for approval to proceed with property acquisition once more information is available from the grant efforts. Construction will need to be closely coordinated with the City of Ontario's delivery of their intersection improvement projects at Holt Boulevard and Grove Avenue, and Holt Boulevard and Mountain Avenue. These intersection improvements and the WVC Project have common project limits, and delay to these projects could affect the WVC delivery. The agreement with the City of Ontario is attached and was previously approved by the City of Ontario City Council and staff is working with the City to incorporate language that memorializes that the City will complete the intersection improvement projects prior to December 2021 and maintain landscape installed as part of the project. The proposed revisions will be incorporated into a future administrative amendment that can be executed by the Executive Director per SBCTA's Policy 11000.

In order to stay within the Small Starts Program maximum project cost, currently \$300 million, and to deliver the most cost-effective project, staff continues to review the Project for savings. One major change that has provided an opportunity for savings is the identification of sufficient capacity for the eighteen (18) buses, being purchased as part of the Project, to be serviced at Omnitrans' existing maintenance facility in Montclair, thus allowing construction of a new maintenance facility to be deferred. This is a result of Omnitrans' implementation of the Connect Forward service reduction plan, which reduces the number of fixed route buses in service thus freeing up capacity, and an agreement to utilize forty (40) foot buses instead of sixty (60) foot buses. Staff analyzed the use of forty (40) foot buses in lieu of the sixty (60) foot articulated compressed natural gas (CNG) buses proposed in the environmental document and determined the following:

- Seated passenger capacity of the forty (40) foot and sixty (60) foot buses is similar and the current ridership models were reviewed to ensure the forty (40) foot vehicles can accommodate ridership projections; and
- Design adjustments can be incorporated that allow for the loading of bikes on the front of the forty (40) foot bus as opposed to bringing them onto the bus as is done with the sixty (60) foot buses, which takes additional floor space; and
- A three (3) door, forty (40) foot bus is available that will serve the planned center platforms along Holt Boulevard; and
- The center platform can be designed in such a way that it could accommodate sixty (60) foot buses in the future, both from a platform length and platform height perspective.

Another substantial change is the use of battery electric buses (BEB) instead of CNG buses. When the Project was initiated, the State mandate to convert to a zero-emission fleet was not in place and there was some hesitancy to move forward with new zero-emission technology. Further, the availability of sixty (60) foot zero-emission buses is more limited than the availability of forty (40) foot, so the use of forty (40) foot buses provides flexibility to proceed with zero-emission buses. Staff also took advantage of the Countywide Zero-Emission Bus Study to analyze the use of zero-emission buses on the WVC which provided sufficient data to support a successful Transit and Intercity Rail Capital Program (TIRCP) grant request for \$15 million towards the cost of BEBs, which was awarded in April 2020. The introduction of BEBs into the Project requires incorporation of in-route chargers as well as retrofitting the existing maintenance facility with charging infrastructure.

As a result of the potential project changes mentioned, staff is reviewing the need to present a CEQA amendment to the SBCTA Board for consideration and will work with the FTA to determine if the FONSI requires a revalidation. The associated revisions are anticipated to include deferment of the construction of a new maintenance facility, incorporation of forty (40) foot BEBs in lieu of sixty (60) foot CNG buses, modifications to the existing maintenance facility in Montclair to accommodate the BEBs, and any other design deviation from the approved environmental document that may come up during design refinement.

Deferring construction of a new maintenance facility reduced the Project budget significantly. It also reduced oversight costs such as construction management and project management, as well as the Project contingency. Further refinement of the station amenities allowed staff to realize additional cost savings. However, due to the proposed bus electrification, the vehicle budget increased by \$2.95 million to allow for improvements needed for charging the vehicles. Adjustments to ROW costs such as cost to cure, loss of goodwill, etc., were done and increased by approximately \$500,000. Lastly, the project contingency was adjusted to ensure it allowed for the FTA required level of an overall 25% contingency.

Table 1 details the estimated cost based on the changes outlined above and the overall cost reduction of \$21.1 million. Staff is not recommending a change to the Project budget until the 65% design estimate is complete, which includes further evaluation of the detailed scope of electrification. With award of the TIRCP funding for BEBs and Omnitrans' agreement to use forty (40) foot buses and the existing maintenance facility in Montclair, the proposed budget of \$265.8 million will be used in the Small Starts application.

**Table 1: Project Budget** 

DESCRIPTION	CURRENT	REVISED	VARIANCE
	BUDGET	COST	
CONSTRUCTION CAPITAL	\$112,430,255	\$88,185,675	-\$24,244,580
VEHICLES <sup>1</sup>	\$24,691,000	\$27,645,569	\$2,954,569
ROW CAPITAL/UTILITIES/ROW SUPPORT	\$85,053,957	\$85,567,132	\$513,175
ENVIRONMENTAL & DESIGN	\$14,557,512	\$14,557,512	\$0
PROJECT MANAGEMENT	\$10,118,723	\$7,936,711	-\$2,182,012
CONSTRUCTION MANAGEMENT <sup>2</sup>	\$16,864,538	\$13,227,851	-\$3,636,687
TOTAL PROJECT COST	\$263,715,984	\$237,120,449	-\$26,595,535
PROJECT CONTINGENCY <sup>3</sup>	\$23,249,761	\$28,717,174	\$5,467,413
TOTAL PROJECT COST W/ CONTINGENCY	\$286,965,745	\$265,837,623	-\$21,128,122

<sup>&</sup>lt;sup>1</sup>Vehicles includes charging infrastructure

#### **Schedule**

The current Project schedule is shown in Figure 1 detailing the delivery for each of the project phases. Completion of design is scheduled for August 2021, with ROW activities planned to start in October 2020 and continue through February 2022. Vehicle procurement is planned to begin in April 2022 with construction starting in March 2022.

Figure 1: Project Schedule

**West Valley Connector Project Schedule** 



### Cooperative Agreements with the West Valley Connector Corridor Cities

To continue collaboration with Cities along the Project alignment and to proceed with final design for Phase 1 of the Project, staff met with the Cities of Pomona, Montclair, Ontario and Rancho Cucamonga to provide Project updates and discuss each entity's roles and responsibilities to successfully deliver Phase 1 of the Project. As the lead agency, SBCTA in coordination with Omnitrans, will be administering the Project through design, ROW and construction. SBCTA views the Project as a partnership with the corridor Cities and is committed to ensuring that the Cities are involved in the design and approval of improvements in their respective jurisdictions. The various agreements between SBCTA and the Cities, memorializes the roles and responsibilities for the design and construction phase of the project. Upon completion of construction, operations will be provided by Omnitrans, and the Cities have agreed to enter into a separate Operation & Maintenance (O&M) agreement with Omnitrans. The O&M agreement will establish the responsibilities between Omnitrans and each City

<sup>&</sup>lt;sup>2</sup> Construction Management is shown as 15% of Construction Capital

<sup>&</sup>lt;sup>3</sup> Project Contingency updated to 25% overall contingency.

relating to the operation and maintenance of facilities within the limits of the City, including the maintenance and operation of the transit signal priority system (TSP) and compliance with FTA's continuing control requirement for federally funded projects.

The City Councils for Pomona and Ontario approved their specific cooperative agreements on June 1, 2020, and June 16, 2020, respectively. Staff for the cities of Montclair and Rancho Cucamonga will need to present their respective cooperative agreements for approval to their City Councils after the September 2, 2020, SBCTA Board meeting. Since the agreements with the City of Rancho Cucamonga and City of Montclair still need to be approved by the respective City Council, staff recommends delegating authority to the Executive Director to execute the final form of the agreement upon approval as to form by General Counsel.

# Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

# Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

## Responsible Staff:

Victor Lopez, Chief of Transit and Rail Programs

Approved Board of Directors Date: September 2, 2020

Witnessed By:

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Description:	West Valley Cor	nector-Phase	1 Cooperative	e Agreement wit	th City of Pomona		
List Any Related Co	ntract Nos.:						
			Dolla	ar Amount			
Original Contract		\$	-	Original Contir	ngency	\$	-
Prior Amendments	\$	-	Prior Amendm	ents	\$	-	
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#### **COOPERATIVE AGREEMENT NO. 20-1002420**

### **BETWEEN**

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### **AND**

### CITY OF POMONA

#### FOR

# THE DESIGN, RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE WEST VALLEY CONNECTOR BUS RAPID TRANSIT IMPROVEMENT PROJECT-PHASE 1 IN THE CITY OF POMONA

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of POMONA ("CITY"). SBCTA and CITY may be referred to herein as a "Party" and collectively as "Parties".

**WHEREAS**, SBCTA proposes Phase I construction of the West Valley Connector Project ("PROJECT"), a bus rapid transit ("BRT") project that would decrease travel times and improve the existing public transit system within the corridor; and

WHEREAS, the Phase I improvements consist of a 19 mile-long Milliken alignment, from the eastern boundary limit in Pomona to Victoria Gardens in Rancho Cucamonga. Within the planned PROJECT limit, approximately 3.5 miles dedicated BRT lanes will be implemented along Holt Blvd. in the City of Ontario. In addition, Transit Signal Priority (TSP) and other transportation systems management improvements would also be included; and

**WHEREAS**, PROJECT areas within the City of Pomona are in the Pomona Transit Center and various bus station locations along Holt Avenue; and

**WHEREAS**, the Parties wish to enter into this Agreement to delineate roles and responsibilities; and

**WHEREAS**, SBCTA will continue as the lead agency for Environmental, Design, Right-of-Way (ROW), and Construction of the PROJECT; and

**WHEREAS**, SBCTA will be obtaining Environmental Clearance from the Federal Transit Administration (FTA) and revalidation of the Environmental Clearance, if required, during final design; and

**WHEREAS**, SBCTA is responsible for obtaining Environmental Certification and providing the required permits and final Plans, Specifications and Estimate (PS&E); and

**WHEREAS**, Final Design, ROW and Construction will start after SBCTA's receipt of Environmental approval by FTA; and

**WHEREAS**, Local, State and/or Federal funds are anticipated to be used to fund the PROJECT; and

**WHEREAS,** SBCTA had previously procured the services of Parsons Transportation Group (CONSULTANT) for Preliminary Engineering, Environmental Clearances and Technical Reports, Final Design, Construction Bidding and Award Support and Design Support during Construction for the PROJECT; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

# I. <u>SBCTA RESPONSIBILITIES</u>

SBCTA agrees:

- A. To be the sponsor and funding agency managing and administering the PROJECT
- B. To design, perform ROW acquisition services (other than exercising eminent domain), advertise, award, and administer the construction for the PROJECT, adhering to the CITY standards and requirements for work within the jurisdictional boundaries of the CITY.
- **C.** SBCTA and its consultants shall apply for, and CITY shall issue at no cost to SBCTA or its consultants, encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- D. To coordinate with CITY on proposed TSP during the design, construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. Maintenance for the additional equipment shall be the responsibility of the CITY. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate Operations and Maintenance (O&M) agreement between Omnitrans and CITY.
- E. To prepare a Transportation Management Plan (TMP) and submit to CITY for review and acceptance, in regards to construction-related impacts to CITY. The TMP will address construction-related impacts to existing CITY street traffic, and will include normal traffic handling requirements during PROJECT construction, including staging, driveway closures,

- lane closures, re-striping, detours, and signalization, and will specify requirements for communicating with the public and local agencies during construction.
- F. To coordinate development and construction of the PROJECT with CITY and hold regular technical, traffic management, public relations, and various other project meetings to brief CITY on the status of the PROJECT; to solicit input from CITY staff and to provide a forum to resolve PROJECT and local agency issues.
- G. In coordination with CITY's public outreach staff, to implement a Public Awareness Campaign (PAC) during design and construction of the PROJECT, that advises CITY, local CITY businesses, residents, elected officials, motorists, and media of construction status, and lane closures, if applicable.
- H. To identify all necessary ROW acquisition and provide the CITY a list of properties that are required for the PROJECT prior to sending offers to property owners.
- I. To implement a Quality Management Plan in all phases of the PROJECT.

# II. <u>CITY RESPONSIBILITIES</u>

# CITY agrees:

- A. To collaborate and cooperate with SBCTA staff, consultants, employees, agents, and contractors during design and construction of PROJECT, including CITY staff participation in the PROJECT's partnering program.
- B. To designate a responsible staff member that will be CITY's representative in attending the PROJECT meetings and receiving day-to-day communications for coordination with various CITY Departments and PROJECT team.
- C. To make available to SBCTA all necessary CITY regulations, policies, procedures, manuals, standard plans and specifications and other standards required for the design and construction of the PROJECT.
- D. To agree on the specific engineering standards to be used/referenced as required for design and construction of the PROJECT (Greenbook, Caltrans, CITY Standards, etc.) during the early design phase.
- E. To agree on version or year of publication for standards and manuals to be used during design of the PROJECT. CITY shall agree that no design changes shall be made after completion of 65% Design Submittal, even revisions of referenced standards and manuals that may be issued during the course of the PROJECT, unless such update relates to safety and any other advancements or improvements mandated by federal, state or local government outside of CITY's control.

- F. To contribute in-kind services to the PROJECT provided at CITY's own costs, including but not limited to, all plan reviews, processing construction permits, and construction inspections.
- G. To provide project management support, including but not limited to, plan and specifications review and approval, which includes aesthetics review, public and business outreach and construction inspection. Construction inspection includes the inspection deemed necessary by the CITY and is above and beyond the inspection services provided by SBCTA.
- H. To issue no-fee permits to SBCTA or its consultants, including construction, encroachment and other necessary permits necessary to complete the PROJECT.
- I. To issue no-fee temporary construction easements for CITY-owned parcels.
- J. To complete review and provide comments on PROJECT submittals to SBCTA within 45 calendar days after the submittal is received by the CITY and as to not cause delay to the PROJECT schedule. If comments are not provided by the 45th calendar day, SBCTA will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment.
- K. To coordinate with SBCTA on proposed TSP during the design, construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. Maintenance for the additional equipment shall be the responsibility of the CITY. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate O&M agreement between Omnitrans and CITY.
- L. To work with SBCTA on review and acceptance of TMP for work within the jurisdictional boundaries of the CITY.
- M. CITY shall cause each public utility to rearrange or relocate its public utility facilities that may be determined by SBCTA and CITY to conflict with the PROJECT. CITY hereby agrees to exercise and invoke its rights under any applicable state franchise laws or under any applicable franchise agreements that it has with utilities, to effectuate such rearrangement or relocation at the expense of the affected utility, as necessary to allow completion of the PROJECT. CITY shall cooperate with SBCTA and provide all appropriate and necessary support to achieve this result. In the event the public utility fails to make the rearrangement or relocation or fails to agree to make the rearrangement or relocation in a timely manner, CITY shall, to the full extent allowed by law, assign its rights under any applicable franchise

or other agreements to SBCTA to permit SBCTA to rearrange or relocate in a timely manner. CITY shall cooperate with SBCTA, provide assistance to SBCTA as needed, and shall join with SBCTA as a party in the prosecution or defense of CITY and SBCTA's rights under the laws of the State of California to cause such rearrangements or relocations. Wherever reasonably feasible, any relocation of a public utility shall be made to an area covered by a state franchise or local franchise.

- N. To cooperate with SBCTA for the relocation, protection, and construction of CITY-owned utilities. CITY will not be responsible for cost of CITY-owned utility relocation that are impacted by the PROJECT.
- O. To enter in a separate O&M agreement with Omnitrans. The O&M agreement will establish the responsibilities of each party relating to the operation and maintenance of facilities within the limits of the PROJECT, including the maintenance and operation of the TSP.
- P. Upon completion and CITY's final acceptance of the facilities constructed within the boundaries of the CITY, CITY shall be responsible for entering into maintenance agreements for all facilities and shall release SBCTA from any obligations thereof.
- Q. To support securing grant funding for the improvements at the Pomona Metrolink Transit Center.
- R. To allow SBCTA to install electric charging facilities/stations at the Pomona Transit Center, which will allow Omnitrans to charge electric buses.
- S. To support SBCTA property acquisition activities for acquisitions in the City of Pomona deemed necessary for the PROJECT and, if required, to exercise the powers of eminent domain to the extent necessary and in accordance with SBCTA's Real Estate Acquisition and Management Plan developed for the PROJECT subject to City Council approval.
- T. To accept title to properties acquired for the PROJECT and assets determined by SBCTA that would typically fall under the CITY's jurisdiction including, but not limited to, roadway widening, sidewalk improvements and storm drain system, no later than sixty (60) days after SBCTA requests the CITY to accept such acquired right-of-way and assets.

# **Use and control of PROJECT properties**

- In General Omnitrans shall have the right to exercise satisfactory continuing control over the PROJECT Property (defined as all assets funded by West Valley Connector PROJECT funding, including those assets that go under the ownership of the CITY upon completion of the PROJECT) in accordance with FTA requirements and grant conditions.
- ii. <u>Period of Control</u> Omnitrans' right to exercise control over the PROJECT Property shall continue as long as the PROJECT Property is needed, in the judgment of Omnitrans, for the appropriate PROJECT purposes for the duration of the useful life of that property, as required by the FTA, and shall

- include any time period necessary to dispose of the PROJECT Property under FTA requirements and procedures.
- iii. <u>Use</u> CITY agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. The CITY agrees to notify Omnitrans prior to withdrawal of any PROJECT Property from PROJECT use or when any PROJECT Property is used in a manner substantially different from the representation the CITY agrees to under this Agreement or any other agreement the CITY enters into related to the PROJECT.
- iv. <u>Maintenance</u> CITY agrees to maintain its PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- v. <u>Records</u> CITY agrees to keep satisfactory records pertaining to the use of the PROJECT Property and submit to Omnitrans upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.
- vi. <u>Incidental Use</u> Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by Omnitrans.
- vii. <u>Transfer or Lease of Property</u> CITY shall not transfer any obligation pertaining to the PROJECT Property that would affect Omnitrans', on behalf of the FTA, continuing interest in the PROJECT Property. Any transfer or lease must be approved by Omnitrans.

# III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT.
- B. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to

SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.

- D. This Agreement will terminate upon completion of PROJECT Close Out as determined by SBCTA, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- E. Should any claims arising out of this PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties.
- G. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- H. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- I. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- J. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- K. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- L. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either Party without the prior written

- consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- N. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs B and C of this Section.
- O. This Agreement may be signed in counterparts, each of which shall constitute an original.
- P. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Q. The Recitals are incorporated into and made a part of this Agreement.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Victor Lopez, P.E.

Chief of Transit and Rail Programs 1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Rene Guerrero, P.E.

Director of Public Works

Pomona City Hall

550 South Garey Avenue

Pomona, CA 91766

Telephone: (909) 620-2311



IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

SAN BERNARDINO COUNTY

**CITY OF POMONA** 

TRANSPORTATION AUTHORITY	
By:	Ву:
Frank J. Navarro, President	James Makshanoff
Board of Directors	City Manager
Date:	Date:
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APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:	By:
Julianna K. Tillquist	
SBCTA General Counsel	City Attorney
CONCURRENCE:	
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By:	
Jeffery Hill Procurement Manager	
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Additional Notes:	nagei	(111111111						,		

# AGREEMENT PROVIDED TO CITY FOR REVIEW. LANGUAGE SUBJECT TO CHANGE UPON RECEIPT OF COMMENTS FROM CITY

### **COOPERATIVE AGREEMENT NO. 20-1002421**

### **BETWEEN**

### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### AND

# **CITY OF MONTCLAIR**

#### **FOR**

# THE DESIGN, RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE WEST VALLEY CONNECTOR BUS RAPID TRANSIT IMPROVEMENT PROJECT-PHASE 1 IN THE CITY OF MONTCLAIR

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Montclair ("CITY"). SBCTA and CITY may be referred to herein as a "Party" and collectively as "Parties".

WHEREAS, SBCTA proposes Phase I construction of the West Valley Connector Project ("PROJECT"), a bus rapid transit ("BRT") project that would decrease travel times and improve the existing public transit system within the corridor; and

**WHEREAS**, the Phase I improvements consist of a 19 mile-long Milliken alignment, from the eastern boundary limit in Pomona to Victoria Gardens in Rancho Cucamonga. Within the planned PROJECT limit, approximately 3.5 miles dedicated BRT lanes will be implemented along Holt Blvd. in the City of Ontario. In addition, Transit Signal Priority (TSP) and other transportation systems management improvements would also be included; and

**WHEREAS**, PROJECT areas within the City of Montclair are in various bus station locations along Holt Boulevard; and

WHEREAS, the Parties wish to enter into this Agreement to delineate roles and responsibilities; and

**WHEREAS**, SBCTA will continue as the lead agency for Environmental, Design, Right-of-Way (ROW), and Construction of the PROJECT; and

**WHEREAS**, SBCTA will be obtaining Environmental Clearance from the Federal Transit Authority (FTA) and revalidation of the Environmental Clearance, if required, during final design; and

SBCTA Contract: 20-1002421 Page 1 of 9

**WHEREAS**, SBCTA is responsible for obtaining Environmental Certification and providing the required permits and final Plans, Specifications and Estimate (PS&E); and

**WHEREAS**, Final Design, ROW and Construction will start after SBCTA's receipt of Environmental approval by FTA; and

WHEREAS, Local, State and/or Federal funds are anticipated to be used to fund the PROJECT; and

**WHEREAS,** SBCTA had previously procured the services of Parsons Transportation Group (CONSULTANT) for Preliminary Engineering, Environmental Clearances and Technical Reports, Final Design, Construction Bidding and Award Support and Design Support during Construction for the PROJECT.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

# I. <u>SBCTA RESPONSIBILITIES</u>

SBCTA agrees:

- A. To be the sponsor and funding agency managing and administering the PROJECT
- B. To design, perform ROW acquisition services, advertise, award, and administer the construction for the PROJECT, adhering to the CITY standards and requirements for work within the jurisdictional boundaries of the CITY.
- C. SBCTA and its consultants shall apply for, and CITY shall issue at no cost to SBCTA or its consultants, encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- D. To coordinate with CITY on proposed TSP system during construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. Maintenance for the additional equipment shall be the responsibility of the CITY. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate Operations and Maintenance (O&M) agreement between Omnitrans and CITY.
- E. To prepare a Transportation Management Plan (TMP) and submit to CITY for review and acceptance, in regards to construction-related impacts to CITY. The TMP will address

SBCTA Contract: 20-1002421 Page 2 of 9

- construction-related impacts to existing CITY street traffic, and will include normal traffic handling requirements during PROJECT construction, including staging, driveway closures, lane closures, re-striping, detours, and signalization, and will specify requirements for communicating with the public and local agencies during construction.
- F. To coordinate development and construction of the PROJECT with CITY and hold regular technical, traffic management, public relations, and various other project meetings to brief CITY on the status of the PROJECT; to solicit input from CITY staff and to provide a forum to resolve PROJECT and local agency issues.
- G. In coordination with CITY's public outreach staff, to implement a Public Awareness Campaign (PAC) during design and construction of the PROJECT, that advises CITY, local CITY businesses, residents, elected officials, motorists, and media of construction status, and lane closures, if applicable.
- H. To identify all necessary ROW acquisition and provide the CITY a list of properties that are required for the PROJECT prior to sending offers to property owners.
- I. To implement a Quality Management Plan in all phases of the PROJECT.

# II. <u>CITY RESPONSIBILITIES</u>

# CITY agrees:

- A. To collaborate and cooperate with SBCTA staff, consultants, employees, agents, and contractors during design and construction of PROJECT, including CITY staff participation in the PROJECT's partnering program.
- B. To designate a responsible staff member that will be CITY's representative in attending the PROJECT meetings and receiving day-to-day communications for coordination with various CITY Departments and PROJECT team.
- C. To make available to SBCTA all necessary CITY regulations, policies, procedures, manuals, standard plans and specifications and other standards required for the design and construction of the PROJECT.
- D. To agree on the specific engineering standards to be used/referenced as required for design and construction of the PROJECT (Greenbook, Caltrans, CITY Standards, etc.) during the early design phase.
- E. To agree on version or year of publication for standards and manuals to be used during design of the PROJECT. CITY shall agree that no design changes shall be made after completion of 65% Design Submittal, even revisions of referenced standards and manuals that may be issued during the course of the PROJECT, unless such update relates to safety and any other advancements or improvements mandated by federal, state or local government outside of CITY's control.

SBCTA Contract: 20-1002421 Page 3 of 9

- F. To contribute in-kind services to the PROJECT provided at CITY's own costs, including but not limited to, all plan reviews, processing construction permits, and construction inspections.
- G. To provide project management support, including but not limited to, plan and specifications review and approval, which includes aesthetics review, public and business outreach and construction inspection. Construction inspection includes the inspection deemed necessary by the CITY and is above and beyond the inspection services provided by SBCTA.
- H. To issue no-fee permits to SBCTA or its consultants, including construction, encroachment and other necessary permits necessary to complete the PROJECT.
- I. To issue no-fee temporary construction easements for CITY-owned parcels.
- J. To complete review and provide comments on PROJECT submittals to SBCTA within 30 calendar days after the submittal is received by the CITY and as to not cause delay to the PROJECT schedule. If comments are not provided by the 30th calendar day, SBCTA will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment.
- coordinate with **SBCTA** on proposed **TSP** system during the design, construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. Maintenance for the additional equipment shall be the responsibility of the CITY. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate O&M agreement between Omnitrans and CITY.
- L. To work with SBCTA on review and acceptance of TMP for work within the jurisdictional boundaries of the CITY.
- M. CITY shall cause each public utility to rearrange or relocate its public utility facilities that may be determined by SBCTA and CITY to conflict with the PROJECT. CITY hereby agrees to exercise and invoke its rights under any applicable state franchise laws or under any applicable franchise agreements that it has with utilities, to effectuate such rearrangement or relocation at the expense of the affected utility, as necessary to allow completion of the PROJECT. CITY shall cooperate with SBCTA and provide all appropriate and necessary support to achieve this result. In the event the public utility fails to make the rearrangement or relocation or fails to agree to make the rearrangement or relocation in a timely manner,

SBCTA Contract: 20-1002421 Page 4 of 9

CITY shall, to the full extent allowed by law, assign its rights under any applicable franchise or other agreements to SBCTA to permit SBCTA to rearrange or relocate in a timely manner. CITY shall cooperate with SBCTA, provide assistance to SBCTA as needed, and shall join with SBCTA as a party in the prosecution or defense of CITY and SBCTA's rights under the laws of the State of California to cause such rearrangements or relocations. Wherever reasonably feasible, any relocation of a public utility shall be made to an area covered by a state franchise or local franchise.

- N. To cooperate with SBCTA for the relocation, protection, and construction of CITY-owned utilities. CITY will not be responsible for cost of CITY-owned utility relocation that are impacted by the PROJECT.
- O. To enter in a separate O&M agreement with Omnitrans. The O&M agreement will establish the responsibilities of each party relating to the operation and maintenance of facilities within the limits of the PROJECT, including the maintenance and operation of the TSP.
- P. Upon completion and CITY's final acceptance of the facilities constructed within the boundaries of the CITY, CITY shall be responsible for entering into maintenance agreements for all facilities and shall release SBCTA from any obligations thereof.
- Q. To support SBCTA property acquisition activities for acquisitions in the City of Montclair deemed necessary for the PROJECT in accordance with SBCTA's Real Estate Acquisition and Management Plan developed for the PROJECT.
- R. To accept title to properties acquired for the PROJECT and assets determined by SBCTA that would typically fall under the CITY's jurisdiction including, but not limited to, roadway widening, sidewalk improvements and storm drain system, no later than sixty (60) days after SBCTA requests the CITY to accept such acquired right-of-way and assets.

# Use and control of PROJECT properties

- i. <u>In General</u> Omnitrans shall have the right to exercise satisfactory continuing control over the PROJECT Property (defined as all assets funded by West Valley Connector PROJECT funding, including those assets that go under the ownership of the CITY upon completion of the PROJECT) in accordance with FTA requirements and grant conditions.
- ii. <u>Period of Control</u> Omnitrans' right to exercise control over the PROJECT Property shall continue as long as the PROJECT Property is needed, in the judgment of Omnitrans, for the appropriate PROJECT purposes for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the PROJECT Property under FTA requirements and procedures.
- iii. <u>Use</u> CITY agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. The CITY agrees to notify Omnitrans prior to withdrawal of any PROJECT Property from PROJECT use or when any PROJECT Property is used in a manner substantially different from the representation the CITY agrees to under this

SBCTA Contract: 20-1002421 Page 5 of 9

- Agreement or any other agreement the CITY enters into related to the PROJECT.
- iv. <u>Maintenance</u> CITY agrees to maintain its PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- v. <u>Records</u> CITY agrees to keep satisfactory records pertaining to the use of the PROJECT Property and submit to Omnitrans upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.
- vi. <u>Incidental Use</u> Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by Omnitrans.
- vii. <u>Transfer or Lease of Property</u> CITY shall not transfer any obligation pertaining to the PROJECT Property that would affect Omnitrans', on behalf of the FTA, continuing interest in the PROJECT Property. Any transfer or lease must be approved by Omnitrans.

# III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT.
- B. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.

SBCTA Contract: 20-1002421 Page 6 of 9

- D. This Agreement will terminate upon completion of PROJECT Close Out as determined by SBCTA, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- E. Should any claims arising out of this PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties.
- G. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- H. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- I. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- J. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- K. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- L. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

SBCTA Contract: 20-1002421 Page 7 of 9

- N. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs B and C of this Section.
- O. This Agreement may be signed in counterparts, each of which shall constitute an original.
- P. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Q. The Recitals are incorporated into and made a part of this Agreement.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Victor Lopez, P.E.

Chief of Transit and Rail Programs 1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Noel Castillo, P.E.

Director of Public Works / City Engineer

Montclair City Hall 5111 Benito Street Montclair, CA 91763 Telephone: (909) 625-9441

-----SIGNATURES ON NEXT PAGE-----

SBCTA Contract: 20-1002421 Page 8 of 9

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

SAN BERNARDINO COUNTY

**CITY OF MONTCLAIR** 

TRANSPORTATION AUTHORITY	
By:	By:
Raymond W. Wolfe	Edward Starr
Executive Director	City Manager
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:	Ву:
Julianna K. Tillquist	
SBCTA General Counsel	City Attorney
CONCURRENCE:	
By:	
Jeffery Hill	
Procurement Manager	

SBCTA Contract: 20-1002421 Page 9 of 9

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Description:	West V	 /alley Cor	nnector-	- Phase 1 Co	operative	Agreement w	ith City	of Ontario		
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V	ictor Lop	ez					Carrie	Schindler		
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Additional Notes:										

#### **COOPERATIVE AGREEMENT NO. 20-1002422**

#### **BETWEEN**

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### **AND**

#### CITY OF ONTARIO

#### **FOR**

# THE DESIGN, RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE WEST VALLEY CONNECTOR BUS RAPID TRANSIT IMPROVEMENT PROJECT-PHASE 1 IN THE CITY OF ONTARIO

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Ontario ("CITY"). SBCTA and CITY may be referred to herein as a "Party" and collectively as "Parties".

**WHEREAS,** SBCTA proposes Phase I construction of the West Valley Connector Project ("PROJECT"), a bus rapid transit ("BRT") project that would decrease travel times and improve the existing public transit system within the corridor; and

WHEREAS, the Phase I improvements consist of a 19 mile-long Milliken alignment, from the eastern boundary limit in Pomona to Victoria Gardens in Rancho Cucamonga. Within the planned PROJECT limit, approximately 3.5 miles of dedicated BRT lanes will be implemented along Holt Boulevard in the City of Ontario. In addition, Transit Signal Priority (TSP) and other transportation systems management improvements would also be included; and

WHEREAS, PROJECT areas within the City of Ontario are along Holt Boulevard, along Vineyard Avenue, at Ontario International Airport, along Archibald Avenue, along Inland Empire Boulevard, at Ontario Mills, and along Milliken Avenue; and

WHEREAS, the Parties wish to enter into this Agreement to delineate roles and responsibilities; and

**WHEREAS,** SBCTA will continue as the lead agency for Environmental, Design, Right-of-Way (ROW), and Construction of the PROJECT; and

**WHEREAS,** SBCTA will be obtaining Environmental Clearance from the Federal Transit Administration (FTA) and revalidation of the Environmental Clearance, if required, during final design; and

WHEREAS, SBCTA is responsible for obtaining Environmental Certification and providing the required permits and final Plans, Specifications and Estimate (PS&E); and

**WHEREAS,** Final Design, ROW and Construction will start after SBCTA's receipt of Environmental approval by FTA; and

WHEREAS, Local, State and/or Federal funds are anticipated to be used to fund the PROJECT; and

**WHEREAS,** SBCTA had previously procured the services of Parsons Transportation Group (CONSULTANT) for Preliminary Engineering, Environmental Clearances and Technical Reports, Final Design, Construction Bidding and Award Support and Design Support during Construction for the PROJECT.

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

#### I. SBCTA RESPONSIBILITIES

SBCTA agrees:

- A. To be the sponsor and funding agency managing and administering the PROJECT.
- B. To design, perform ROW acquisition services, advertise, award, and administer the construction for the PROJECT, adhering to the CITY standards and requirements for work within the jurisdictional boundaries of the CITY.
- C. SBCTA and its consultants shall apply for, and CITY shall issue at no cost to SBCTA or its consultants, encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- D. To coordinate with CITY on TSP proposed system during design, construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install new traffic control signals located at CITY public rights-of-way intersections along the PROJECT and all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. SBCTA shall not be responsible for maintenance of additional equipment. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate Operations and Maintenance (O&M) agreement between Omnitrans and CITY.
- E. To prepare a Transportation Management Plan (TMP) and submit to CITY for review and acceptance, in regards to construction-related impacts to CITY. The TMP will address construction-related impacts to existing CITY street traffic, and will include normal traffic

- handling requirements during PROJECT construction, including staging, driveway closures, lane closures, re-striping, detours, and signalization, and will specify requirements for communicating with the public and local agencies during construction.
- F. To coordinate development and construction of the PROJECT with CITY and hold regular technical, traffic management, public relations, and various other project meetings to brief CITY on the status of the PROJECT; to solicit input from CITY staff and to provide a forum to resolve PROJECT and local agency issues.
- G. In coordination with CITY's public outreach staff, to implement a Public Awareness Campaign (PAC) during design and construction of the PROJECT, that advises CITY, local CITY businesses, residents, elected officials, motorists, and media of construction status, and lane closures, if applicable.
- H. To identify all necessary ROW acquisition and provide the CITY a list of properties that are required for the PROJECT prior to sending offers to property owners.
- I. SBCTA, relative to the PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. SBCTA will undertake management activities, including the removal and disposal of hazardous material during construction of the PROJECT. SBCTA shall not, solely because of the above, be considered the generator of hazardous materials found within CITY right of way. In the event hazardous material is found by SBCTA, it shall immediately notify the CITY.
- J. To implement a Quality Management Plan in all phases of the PROJECT.

#### II. CITY RESPONSIBILITIES

CITY agrees:

- A. To collaborate and cooperate with SBCTA staff, consultants, employees, agents, and contractors during design and construction of PROJECT, including CITY staff participation in the PROJECT's partnering program.
- B. To designate a responsible staff member that will be CITY's representative in attending the PROJECT meetings and receiving day-to-day communications for coordination with various CITY Departments and PROJECT team.
- C. To make available to SBCTA all necessary CITY regulations, policies, procedures, manuals, standard plans and specifications and other standards required for the design and construction of the PROJECT.
- D. To agree on the specific engineering standards to be used/referenced as required for design and construction of the PROJECT (Greenbook, Caltrans, CITY Standards, etc.) during the early design phase.

- E. To agree on version or year of publication for standards and manuals to be used during design of the PROJECT. CITY shall agree that no design changes shall be made after completion of 65% Design Submittal, even revisions of referenced standards and manuals that may be issued during the course of the PROJECT, unless such update relates to safety and any other advancements or improvements mandated by federal, state or local government outside of CITY's control.
- F. To contribute in-kind services to the PROJECT provided at CITY's own costs, including but not limited to, all plan reviews, processing construction permits, and construction inspections.
- G. To provide project management support, including but not limited to, plan and specifications review and approval, which includes aesthetics review, public and business outreach and construction inspection. Construction inspection includes the inspection deemed necessary by the CITY and is above and beyond the inspection services provided by SBCTA.
- H. To issue no-fee permits to SBCTA or its consultants, including construction, encroachment and other necessary permits necessary to complete the PROJECT.
- I. To issue no-fee temporary construction easements for CITY-owned parcels.
- J. To complete review and provide comments on PROJECT submittals to SBCTA within 30 calendar days after the submittal is received by the CITY and as to not cause delay to the PROJECT schedule. If the submittals specifically request in writing 30 calendar day review pursuant to this section, and comments are not provided by the 30th calendar day, SBCTA will deem the submittals approved by CITY and shall notify CITY in writing of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment.
- K. To coordinate with **TSP** SBCTA on proposed system during construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, SBCTA shall purchase and install new traffic control signals located at CITY public rights-of-way intersections along the PROJECT and all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate O&M agreement between Omnitrans and CITY.
- L. To work with SBCTA on review and acceptance of TMP for work within the jurisdictional boundaries of the CITY.

- M. CITY shall use its best efforts to cause each public utility to rearrange or relocate its public utility facilities that may be determined by SBCTA and CITY to conflict with the PROJECT at no cost to CITY. CITY hereby agrees to exercise and invoke its rights under any applicable state franchise laws or under any applicable franchise agreements that it has with utilities, to effectuate such rearrangement or relocation at the expense of the affected utility, as necessary to allow completion of the PROJECT. CITY shall cooperate with SBCTA and provide all appropriate and necessary support to achieve this result. In the event the public utility fails to make the rearrangement or relocation or fails to agree to make the rearrangement or relocation in a timely manner, CITY shall, to the full extent allowed by law, assign its rights under any applicable franchise or other agreements to SBCTA to permit SBCTA to rearrange or relocate in a timely manner. CITY shall cooperate with SBCTA, provide assistance to SBCTA as needed, and shall join with SBCTA as a party in the prosecution or defense of CITY and SBCTA's rights under the laws of the State of California to cause such rearrangements or relocations. Wherever reasonably feasible, any relocation of a public utility shall be made to an area covered by a state franchise or local franchise.
- N. To cooperate with SBCTA for the relocation, protection, and construction of CITY-owned utilities. CITY will not be responsible for cost of CITY-owned utility relocation that are impacted by the PROJECT.
- O. SBCTA, relative to the PROJECT, is responsible for removal and disposal, pursuant to federal and state law, of any hazardous material. SBCTA will undertake management activities, including the removal and disposal of hazardous material during construction of the PROJECT. SBCTA shall not, solely because of the above, be considered the generator of hazardous materials found within CITY right of way. In the event hazardous material is found by SBCTA, it shall immediately notify the CITY.
- P. To enter in a separate O&M agreement with Omnitrans. The O&M agreement will establish the responsibilities of each party relating to the operation and maintenance of facilities within the limits of the PROJECT, including the maintenance and operation of the TSP.
- Q. Upon completion and CITY's final acceptance of the facilities constructed within the boundaries of the CITY, CITY shall be responsible for entering into maintenance agreements for all facilities and shall release SBCTA from any obligations thereof.
- R. To work with SBCTA to reduce the right of away impacts along Holt Blvd within the 3.5-mile dedicated lane portion of the PROJECT.
- S. To support SBCTA property acquisition activities for acquisitions in the City of Ontario deemed necessary for the PROJECT in accordance with SBCTA's Real Estate Acquisition and Management Plan developed for the PROJECT.
- T. To accept title to properties acquired for the PROJECT and assets determined by SBCTA that would typically fall under the CITY's jurisdiction including, but not limited to, roadway widening, sidewalk improvements and storm drain system, no later than sixty (60) days after SBCTA requests the CITY to accept such acquired right-of-way and assets.

#### Use and control of PROJECT properties

- In General Omnitrans shall have the right to exercise satisfactory continuing control over the PROJECT Property (defined as all assets funded by West Valley Connector PROJECT funding, including those assets that go under the ownership of the CITY upon completion of the PROJECT) in accordance with FTA requirements and grant conditions.
- ii. Period of Control Omnitrans' right to exercise control over the PROJECT Property shall continue as long as the PROJECT Property is needed, in the judgment of Omnitrans, for the appropriate PROJECT purposes for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the PROJECT Property under FTA requirements and procedures.
- iii. <u>Use</u> CITY agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. The CITY agrees to notify Omnitrans prior to withdrawal of any PROJECT Property from PROJECT use or when any PROJECT Property is used in a manner substantially different from the representation the CITY agrees to under this Agreement or any other agreement the CITY enters into related to the PROJECT.
- iv. <u>Maintenance</u> CITY agrees to maintain its PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- v. <u>Records</u> CITY agrees to keep satisfactory records pertaining to the use of the PROJECT Property and submit to Omnitrans upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.
- vi. <u>Incidental Use</u> Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by Omnitrans.
- vii. <u>Transfer or Lease of Property</u> CITY shall not transfer any obligation pertaining to the PROJECT Property that would affect Omnitrans', on behalf of the FTA, continuing interest in the PROJECT Property. Any transfer or lease must be approved by Omnitrans.

#### III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable federal, state and local laws, regulations, policies, procedures and standards pertaining to the PROJECT.
- B. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be

done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- D. This Agreement will terminate upon completion of PROJECT close out as determined by SBCTA, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- E. Should any claims arising out of this PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties.
- G. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- H. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement. Any action brought by any party hereto shall be brought within the State of California, County of San Bernardino, and the Parties expressly waive any right to transfer the action to another venue for any reason, including but not limited to, the provisions of Code of Civil Procedure Section 394.
- I. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties

- agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- J. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- K. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- L. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- N. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs B and C of this Section.
- O. This Agreement may be signed in counterparts, each of which shall constitute an original.
- P. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Q. The Recitals are incorporated into and made a part of this Agreement.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Victor Lopez, P.E.

Chief of Transit and Rail Programs 1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Jay Bautista, P.E.

Traffic/Transportation Manager

Ontario City Hall 303 East "B" Street Ontario, CA 91764

Telephone: (909) 395-2025



IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

**CITY OF ONTARIO** 

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY

By:Frank J. Navarro, President	By: Scott Ochoa
Board of Directors	City Manager
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM
By:	Ву:
Julianna K. Tillquist	
General Counsel	City Attorney
CONCURRENCE:	
By:	
Jeffery Hill	
Procurement Manager	

				Con	tract Summa	ry Sheet					
				Genera	al Contract Ir	nformation	า				
Contract No:	20-	100242	3 Ameno	dment No.:							
Contract Class:	lass: Payable Department: Transit										
Vendor No.:	01	755	Vend	or Name: City	of Rancho (	Cucamonga	a				
Description:	West	t Valley	Connector -	Phase 1 Coop	erative Agre	ement wit	th City	of Rancho Cucan	nonga		
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V	ictor L	opez		_				Schindler			
Project Ma	anager	(Print I	Name)			Task M	1anage	r (Print Name)			
Additional Notes:											

### AGREEMENT PROVIDED TO CITY FOR REVIEW. LANGUAGE SUBJECT TO CHANGE UPON RECEIPT OF COMMENTS FROM CITY

#### **COOPERATIVE AGREEMENT NO. 20-1002423**

#### **BETWEEN**

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### **AND**

#### CITY OF RANCHO CUCAMONGA

#### **FOR**

# THE DESIGN, RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE WEST VALLEY CONNECTOR BUS RAPID TRANSIT IMPROVEMENT PROJECT-PHASE 1 IN THE CITY OF RANCHO CUCAMONGA

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Rancho Cucamonga ("CITY"). SBCTA and CITY may be referred to herein as a "Party" and collectively as "Parties".

WHEREAS, SBCTA proposes Phase I construction of the West Valley Connector Project ("PROJECT"), a bus rapid transit ("BRT") project that would decrease travel times and improve the existing public transit system within the corridor; and

WHEREAS, the Phase I improvements consist of a 19 mile-long Milliken alignment, from the eastern boundary limit in Pomona to Victoria Gardens in Rancho Cucamonga. Within the planned PROJECT limit, approximately 3.5 miles dedicated BRT lanes will be implemented along Holt Blvd. in the City of Ontario. In addition, Transit Signal Priority (TSP) and other transportation systems management improvements would also be included; and

WHEREAS, PROJECT areas within the City of Rancho Cucamonga are at the Rancho Cucamonga Metrolink Station, along Foothill Boulevard at Milliken Avenue and Rochester Avenue, and at Victoria Gardens between North and South Main Street; and

**WHEREAS**, the Parties wish to enter into this Agreement to delineate roles and responsibilities; and

**WHEREAS**, SBCTA will continue as the lead agency for Environmental, Design, Right-of-Way (ROW), and Construction of the PROJECT; and

**WHEREAS**, SBCTA will be obtaining Environmental Clearance from the Federal Transit Authority (FTA) and revalidation of the Environmental Clearance, if required, during final design; and

SBCTA Contract: 20-1002423 Page 1 of 10

**WHEREAS**, SBCTA is responsible for obtaining Environmental Certification and providing the required permits and final Plans, Specifications and Estimate (PS&E); and

**WHEREAS**, Final Design, ROW and Construction will start after SBCTA's receipt of Environmental approval by FTA; and

**WHEREAS**, Local, State and/or Federal funds are anticipated to be used to fund the PROJECT; and

**WHEREAS,** SBCTA had previously procured the services of Parsons Transportation Group (CONSULTANT) for Preliminary Engineering, Environmental Clearances and Technical Reports, Final Design, Construction Bidding and Award Support and Design Support during Construction for the PROJECT.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

#### I. <u>SBCTA RESPONSIBILITIES</u>

SBCTA agrees:

- A. To be the sponsor and funding agency managing and administering the PROJECT
- B. To design, perform ROW acquisition services, advertise, award, and administer the construction for the PROJECT, adhering to the CITY standards and requirements for work within the jurisdictional boundaries of the CITY.
- C. SBCTA and its consultants shall apply for, and CITY shall issue at no cost to SBCTA or its consultants, encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- D. To coordinate with CITY on proposed TSP system during the design, construction/installation, testing and start-up of the TSP system. SBCTA shall be responsible for the relocation of existing CITY traffic control equipment and all costs associated therewith. If additional equipment is needed, shall purchase and install new traffic control signals located at CITY public rights-of-way intersections along the PROJECT and all TSP equipment necessary to develop a TSP system. SBCTA shall be responsible for the installation and testing of the TSP system during the Construction Phase, which includes testing, start-up and commissioning. CITY shall provide SBCTA and its contractor access to the traffic signal controls during the Construction Phase. Maintenance for the additional equipment shall be the responsibility of the CITY. CITY shall provide a monthly performance report to Omnitrans. Maintenance and reporting will be detailed in a separate Operations and Maintenance (O&M) agreement between Omnitrans and CITY.

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- E. To prepare a Transportation Management Plan (TMP) and submit to CITY for review and acceptance, in regards to construction-related impacts to CITY. The TMP will address construction-related impacts to existing CITY street traffic, and will include normal traffic handling requirements during PROJECT construction, including staging, driveway closures, lane closures, re-striping, detours, and signalization, and will specify requirements for communicating with the public and local agencies during construction.
- F. To coordinate development and construction of the PROJECT with CITY and hold regular technical, traffic management, public relations, and various other project meetings to brief CITY on the status of the PROJECT; to solicit input from CITY staff and to provide a forum to resolve PROJECT and local agency issues.
- G. In coordination with CITY's public outreach staff, to implement a Public Awareness Campaign (PAC) during design and construction of the PROJECT, that advises CITY, local CITY businesses, residents, elected officials, motorists, and media of construction status, and lane closures, if applicable.
- H. To agree to preserve existing bus stop shelters within the City, which are identified as BRT Stations
- I. To work with Omnitrans to implement the proposed additional frequency (15 minute peak and 30 minute off-peak) service along existing Route 81 in the City of Rancho Cucamonga between Ontario Mills and Chaffey College at such a time agreed to with SBCTA, contingent on available funding for this level of service.
- J. To identify all necessary ROW acquisition and provide the CITY a list of properties that are required for the PROJECT prior to sending offers to property owners.
- K. To implement a Quality Management Plan in all phases of the PROJECT.

#### II. CITY RESPONSIBILITIES

#### CITY agrees:

- A. To collaborate and cooperate with SBCTA staff, consultants, employees, agents, and contractors during design and construction of PROJECT, including CITY staff participation in the PROJECT's partnering program.
- B. To designate a responsible staff member that will be CITY's representative in attending the PROJECT meetings and receiving day-to-day communications for coordination with various CITY Departments and PROJECT team.
- C. To make available to SBCTA all necessary CITY regulations, policies, procedures, manuals, standard plans and specifications and other standards required for the design and construction of the PROJECT.

SBCTA Contract: 20-1002423 Page 3 of 10

- D. To agree on the specific engineering standards to be used/referenced as required for design and construction of the PROJECT (Greenbook, Caltrans, CITY Standards, etc.) during the early design phase.
- E. To agree on version or year of publication for standards and manuals to be used during design of the PROJECT. CITY shall agree that no design changes shall be made after completion of 65% Design Submittal, even revisions of referenced standards and manuals that may be issued during the course of the PROJECT, unless such update relates to safety and any other advancements or improvements mandated by federal, state or local government outside of CITY's control.
- F. To contribute in-kind services to the PROJECT provided at CITY's own costs, including but not limited to, all plan reviews, processing construction permits, and construction inspections.
- G. To provide project management support, including but not limited to, plan and specifications review and approval, which includes aesthetics review, public and business outreach and construction inspection. Construction inspection includes the inspection deemed necessary by the CITY and is above and beyond the inspection services provided by SBCTA.
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- I. To issue no-fee temporary construction easements for CITY-owned parcels.
- J. To complete review and provide comments on PROJECT submittals to SBCTA within 30 calendar days after the submittal is received by the CITY and as to not cause delay to the PROJECT schedule. If comments are not provided by the 30th calendar day, SBCTA will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment.
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- N. To cooperate with SBCTA for the relocation, protection, and construction of CITY-owned utilities. CITY will not be responsible for cost of CITY-owned utility relocation that are impacted by the PROJECT.
- O. To enter in a separate O&M agreement with Omnitrans. The O&M agreement will establish the responsibilities of each party relating to the operation and maintenance of facilities within the limits of the PROJECT, including the maintenance and operation of the TSP.
- P. Upon completion and CITY's final acceptance of the facilities constructed within the boundaries of the CITY, CITY shall be responsible for entering into maintenance agreements for all facilities and shall release SBCTA from any obligations thereof.
- Q. To allow SBCTA to install a pylon or a similar signage consistent with the WVC BRT branding, including amenities attached to the pylon including electronic signage, lighting, and security systems.
- R. To allow SBCTA to install electric charging facilities/stations at the Victoria Gardens Station on Day Creek Boulevard at Main Street, which will allow Omnitrans to charge electric buses.
- S. To incorporate the WVC Project as a major component of the specific plan that is under development at the Metrolink Rancho Cucamonga Station.
- T. To support SBCTA property acquisition activities for acquisitions in the City of Rancho Cucamonga deemed necessary for the PROJECT in accordance with SBCTA's Real Estate Acquisition and Management Plan developed for the PROJECT.

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U. To accept title to properties acquired for the PROJECT and assets determined by SBCTA that would typically fall under the CITY's jurisdiction including, but not limited to, roadway widening, sidewalk improvements and storm drain system, no later than sixty (60) days after SBCTA requests the CITY to accept such acquired right-of-way and assets.

#### Use and control of PROJECT properties

- In General Omnitrans shall have the right to exercise satisfactory continuing control over the PROJECT Property (defined as all assets funded by West Valley Connector PROJECT funding, including those assets that go under the ownership of the CITY upon completion of the PROJECT) in accordance with FTA requirements and grant conditions.
- ii. <u>Period of Control</u> Omnitrans' right to exercise control over the PROJECT Property shall continue as long as the PROJECT Property is needed, in the judgment of Omnitrans, for the appropriate PROJECT purposes for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the PROJECT Property under FTA requirements and procedures.
- iii. <u>Use</u> CITY agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. The CITY agrees to notify Omnitrans prior to withdrawal of any PROJECT Property from PROJECT use or when any PROJECT Property is used in a manner substantially different from the representation the CITY agrees to under this Agreement or any other agreement the CITY enters into related to the PROJECT.
- iv. <u>Maintenance</u> CITY agrees to maintain its PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- v. Records CITY agrees to keep satisfactory records pertaining to the use of the PROJECT Property and submit to Omnitrans upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.
- vi. <u>Incidental Use</u> Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by Omnitrans.
- vii. <u>Transfer or Lease of Property</u> CITY shall not transfer any obligation pertaining to the PROJECT Property that would affect Omnitrans', on behalf of the FTA, continuing interest in the PROJECT Property. Any transfer or lease must be approved by Omnitrans.

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#### III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT.
- B. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- D. This Agreement will terminate upon completion of PROJECT Close Out as determined by SBCTA, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- E. Should any claims arising out of this PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties.
- G. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- H. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow

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- all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- I. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- J. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- K. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- L. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- N. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs B and C of this Section.
- O. This Agreement may be signed in counterparts, each of which shall constitute an original.
- P. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Q. The Recitals are incorporated into and made a part of this Agreement.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

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If to SBCTA: Victor Lopez, P.E.

Chief of Transit and Rail Programs 1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Jason Welday, P.E.

Director of Engineering Services/City Engineer

City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730 Telephone: (909) 774-4011



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IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

TRANSPORTATION AUTHORITY	RANCHO CUCAMONGA
By:	By:
By:Raymond W. Wolfe	Scott Ochoa
Executive Director	City Manager
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:	By:
Julianna K. Tillquist	
SBCTA General Counsel	City Attorney
CONCURRENCE:	
By:	
Jeffery Hill	
Procurement Manager	

#### Minute Action

**AGENDA ITEM: 18** 

Date: September 2, 2020

#### Subject:

Allocation of Residual Rialto Parking Lot Expansion - Public Transportation Modernization Improvement and Service Enhancement Account Funds

#### Recommendation:

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

Approve the reallocation of the balance of Fiscal Year 2010/2011 Public Transportation Modernization, Improvement, and Service Enhancement Account – Population Share funds from the Rialto Metrolink Parking Lot Expansion Project to the Redlands Passenger Rail Project in the amount of \$585,081.45 from the original project allocation and \$112,410.56 of interest accrued through June 30, 2020, for a total of \$697,492.01, plus any residual interest that accrues until the funds are officially reallocated.

#### Background:

Approved as Proposition 1B on the November 2006 ballot, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act included \$3.6 billion of Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds designated for allocations for public transportation capital projects over a ten-year period of time. Agencies eligible to receive PTMISEA allocations include the San Bernardino County Transportation Authority (SBCTA), Morongo Basin Transit Authority (MBTA), Mountain Transit, Southern California Regional Rail Authority (SCRRA), Victor Valley Transit Authority (VVTA), and Omnitrans. The State Controller's Office (SCO) was responsible for identifying the list of eligible agencies and determined the PTMISEA apportionment amounts available to eligible agencies utilizing a formula based on population and operator revenue. California Department of Transportation (Caltrans) serves as the administering agency of the PTMISEA Program.

On October 30, 2009, the SCO provided a schedule of the estimated amounts available to each regional entity for the remainder of the ten-year PTMISEA Program. The estimated remaining amount for the San Bernardino region was approximately \$70 million. The SBCTA Board of Directors (Board) approved the distribution and allocation of these funds to the transit operators and SBCTA on February 3, 2010. A total of \$1.5 million of PTMISEA-Population Share funds were allocated for a parking lot expansion project at the Rialto Metrolink station to increase the parking lot capacity to 230 parking spaces by expanding the parking lot at two locations, one to the west and one to the north. The City of Rialto (City) split the Rialto Metrolink Parking Lot Expansion Project (Parking Lot Expansion) into two phases to avoid delays associated with the right-of-way acquisition for the parcel to the north. The City completed Phase I of the Parking Lot Expansion in April 2015, and Phase II in November 2018, collectively increasing the parking lot capacity by an additional 222 parking spaces (122 in Phase I, and 100 in Phase II). However, now that the projects are complete and the final reconciliation and project close out is in process, SBCTA has been notified there is a balance of \$585,081.45 of PTMISEA funds no longer needed for the project plus \$112,410.56 of accrued and unspent interest through June 30, 2020, for a total of \$697,492.01 that must be expended prior to June 30, 2022 or the funds will lapse.

Entity: San Bernardino County Transportation Authority

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In order to keep the funds from lapsing, staff is proposing the balance of the funds, plus any unspent interest accrued specific to the Parking Lot Expansion Project, be reallocated to the Redlands Passenger Rail Project (RPRP). This reallocation will ensure the balance of the funds will be expended by the deadline of June 30, 2022 since RPRP is already under construction with a construction completion date in late 2021. Additionally, RPRP is already an existing eligible PTMISEA project so the approval process to reallocate the funds is streamlined. This would increase the current PTMISEA programming for RPRP by \$697,492 from \$19.1 million to a new total of \$19.797 million. Since interest continues to accrue, the staff recommendation includes transferring any additional interest accruals after June 30, 2020, which is expected to be minimal.

Assembly Bill 1072, Statutes of 2009, and the PTMISEA Guidelines required that operators and SBCTA submit to Caltrans a PTMISEA Program Expenditure Plan (Expenditure Plan) that contains a list of all projects the agency intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested. Since all PTMISEA funds have been appropriated, this form is no longer required by Caltrans; however, SBCTA continues to use the Expenditure Plan for tracking purposes. Approval of this item will amend the current Expenditure Plan for SBCTA by reducing the amount allocated to the Parking Lot Expansion by \$585,081.45, plus accrued interest, and increasing RPRP by the same amount. Since SBCTA is considered the project sponsor with allocation responsibilities for the PTMISEA-Population Share funds, and both the Parking Lot Expansion and RPRP are funded with PTMISEA-Population Share dollars, the overall total of PTMISEA-Population Share allocations to SBCTA in the amount of \$28.6 million remains unchanged in the Expenditure Plan.

In order to reallocate excess funds from the Parking Lot Expansion to RPRP, Caltrans requires that SBCTA submit a Corrective Action Plan (CAP) for RPRP and a PTMISEA close out package for the Parking Lot Expansion. Preparation of the close out package is underway and it will be submitted for the next semi-annual PTMISEA report due date on August 15, 2020. The CAP will be submitted upon SBCTA Board approval to reallocate the remaining funds and interest. However, because RPRP is an existing approved project, Caltrans does not require SBCTA to go through a new allocation approval process.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020.

#### Responsible Staff:

Michele Fogerson, Management Analyst III

Approved Board of Directors Date: September 2, 2020

Witnessed By:

### **ATTACHMENT A**



### Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA) PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: SBCTA / Southern California Regional Rail Authority

City/County: Los Angeles/San Bernardino

Sponsor Contact: Joanna Capelle Email: <a href="mailto:capellei@scrra.net">capellei@scrra.net</a>

Phone: (213) 247-8049

Total PTMISEA Appropriation: (6799128+28142875+169014+265316)

(This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

						PTMISEA I	Funds by F	Υ			
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total
Operator Allocation	GC 8879.55(a)(3)										
SCRRA Operator Allocations - Total	Miscellaneous Projects		\$874,339	\$3,863,093				\$2,061,696			\$6,799,128
Population Allocation	GC 8879.55(a)(2) - Funds from SBCTA								_		
I. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a	\$5,500,000									\$0
2. Safety Retrofits on Rail Cars	train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.										\$0
3. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rilato & E)			\$1,000,000	\$5,419,844						\$6,419,844
. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations							\$544,939			\$544,939
5. Redlands Rail Equipment	Acquire Redlands Rail vehicles							\$15,827,000			\$15,827,000
6. Redlands Passenger Rail Project	Redlands Passenger Rail Project vehicle procurement, construction, and equipment									\$2,736,935	\$2,736,935
6. Redlands Passenger Rail Project	Redlands Passenger Rail Project vehicle procurement, construction, and equipment									\$585,081	\$585,081
7. Rialto Metrolink Parking	Acquire property and construct additional surface parking			\$1,500,000							\$1,500,000
7. Rialto Metrolink Parking	Acquire property and construct additional surface parking			(\$585,081)							(\$585,081)
3. Double Tracking Projects	Lilac to Rancho, 3 miles & 9 x-ings; Central to Archibald, 5.5 miles & 12 x-ings				\$1,548,487						\$1,548,487
OTAL Population Share											\$28,577,205
			PTMISEA Funds by FY								
Total Number of Projects:		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total
	Totals:	\$8,809,525	\$874,339	\$5,778,012	\$6,968,331	\$0	\$(	\$18,433,635	\$0	\$3,322,016	\$35,376,333

#### Description:

Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond. The total amount in the blue highlighted cell should equal the project sponsor's total PTMISEA appropriation (above).

#### Minute Action

**AGENDA ITEM: 19** 

Date: September 2, 2020

#### Subject:

Mountain/Desert Subareas Proposed Project List through Fiscal Year 2039/2040

#### Recommendation:

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

Approve the proposed Measure I Mountain/Desert Subareas Project Lists through Fiscal Year 2039/2040 for programming of future Major Local Highway Program and State/Federal funding as accepted by the Mountain/Desert Policy Committee on August 21, 2020, and as listed in Attachment 1.

#### Background:

At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agenda Item 18 – Mountain/Desert Regional/Interregional Projects Set-Aside Funding, which directed SBCTA staff to work with the California Department of Transportation (Caltrans) and local jurisdictions on identifying needs and developing funding set-asides for regional/interregional highway improvements in the Mountain/Desert Subareas for which SBCTA or Caltrans would act as the lead agency. Although these types of projects are not necessarily the highest priorities for individual local jurisdictions, regional/interregional priority projects are identified in the voter-approved Measure I 2010-2040 Ordinance Expenditure Plan (Measure), the SBCTA Board adopted Morongo Basin Area Transportation Study (MBATS), Mountain Area Transportation Study (MATS), and the Victor Valley Area Transportation Study (VVATS), and are critical to the San Bernardino County regional transportation network.

Developing a list of needed projects on State, Interstate, and U.S. highway routes is the first step in determining the amount required and availability of funding to be set-aside. Funding availability for these types of projects is crucial to leveraging other competitive State and Federal transportation funds, as well as for partnering with Caltrans District 8 on funding for which it may have access under the State Highway Operations and Protection Program (SHOPP) and the Interregional Transportation Improvement Program (ITIP).

A Project List for each subarea, thoroughly vetted along with an associated funding plan, is also necessary for the next update to the 10-Year Delivery Plan. Development of the 2021 Update to the 10-Year Delivery Plan will begin this fall with Board approval scheduled for September 2021. As part of this process, SBCTA will coordinate with all Mountain/Desert subareas jurisdictions and Caltrans in developing funding plans to program their priority projects through Fiscal Year 2030/2031. Staff has broadened this effort to identify and prioritize regional/interregional projects for set-aside funding in the 2021 Update to the 10-Year Delivery Plan, which will require input and approval by the local jurisdictions in each Mountain/Desert Subarea.

The Project Lists attached to this item reflect the projects submitted by the local jurisdictions and regional/interregional projects proposed by SBCTA. In addition, SBCTA requested that local jurisdictions submit additional projects to be delivered after Fiscal Year 2030/2031 in order to examine programming possibilities through the end of the Measure. With discussions beginning this fall on programming all future funding, Measure I and State/Federal funds available for

Entity: San Bernardino County Transportation Authority

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projects and the project lists will be prioritized and may be revised further. Determination of funding set-aside amounts for regional/interregional projects will be determined during this process. With each two year update to the 10-Year Delivery Plan, the Project Lists will be reviewed and modified as necessary.

How State and Federal funds are distributed among jurisdictions within a subarea varies between the Victor Valley Subarea and the Rural Mountain/Desert Subareas. On February 4, 2015, the Board approved Agenda Item 13 – Equity in Distribution of Proportional Shares of State and Federal Funds that defined the equitable distribution formula among Measure I Subareas of State and Federal formula share funds, over which SBCTA has allocation authority. By Measure I Strategic Plan policies, each jurisdiction in the Victor Valley shall receive an approximately equivalent share over the life of the Measure of the Victor Valley Subarea Public Share funds, including Measure I Major Local Highway (MLH) Program and State and Federal formula share funds. In the Rural Mountain/Desert Subareas, each jurisdiction shall receive an approximately equivalent share of the total revenue raised by the MLH Program over the life of the Measure. State and Federal formula share funds are not included in equitable share calculations among jurisdictions.

With the Board's direction to identify regional/interregional highway improvement needs and funding set-asides in the Mountain/Desert Subareas, staff has determined that each subarea should develop a programming plan through Fiscal Year 2039/2040 that includes MLH Program and State and Federal formula share funds available to each subarea. The Cajon Pass Subarea is not part of the Mountain/Desert Subareas, but its Project List is included in Attachment 1 because of the regional traffic impacts on the Victor Valley Subarea. The Project List includes only those projects identified in the Measure I 2010-2040 Expenditure Plan (Expenditure Plan). Although the Cajon Boulevard Interstate 15 Bypass Project has been identified as a priority by the County of San Bernardino, it is not eligible for funding from the Measure I Cajon Pass Subarea Program as it was not listed in the Expenditure Plan.

With the finalization of the proposed Project Lists, SBCTA will begin coordinating with the local jurisdictions and Caltrans in developing a funding plan for each subarea through Fiscal Year 2039/2040 that will include set-aside amounts and funds for regional/interregional highway improvements in the Mountain/Desert Subareas for which SBCTA or Caltrans would act as the lead agency, as well as identifying the projects to be included in the 2021 Update to the 10-Year Delivery Plan. It should be emphasized that the attached list is not expected to be financially constrained and will likely require prioritization.

#### Financial Impact:

There is no impact to the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed by the Mountain/Desert Policy Committee on August 21, 2020.

#### Responsible Staff:

Eric Jacobsen, Chief of Fund Administration

Approved
Board of Directors
Date: September 2, 2020
Witnessed By:

San Bernardino County Transportation Authority

### ATTACHMENT 1 MOUNTAIN DESERT SUBAREAS PROJECT LISTS THOUGH FISCAL YEAR 2039/2040

COLORADO RIVER SUBAREA	STATUS
NEEDLES	
Needles I-40 Connector	Complete
Needles Hwy Phase 1, 800' N of Palms Ln to .5 mile S of Rockers Bluff Rd	Beyond 10-Yr Plan
Needles Hwy Phase 2, 500' S of Park Rd to 500' N of Budweiser Rd	Beyond 10-Yr Plan
SAN BERNARDINO COUNTY	
Needles Highway Resurfacing, Segments N & 1B	Complete
REGIONAL/INTER-REGIONAL	
Needles Highway Improvements, Segment 1	Beyond 10-Yr Plan
Needles Highway Improvements, Segment 2	Beyond 10-Yr Plan
Needles Highway Improvements, Segment 3	Beyond 10-Yr Plan
Colorado River Bridge	Beyond 10-Yr Plan
	.,
MORONGO BASIN SUBAREA	STATUS
TWENTYNINE PALMS	
National Park Drive Street Improvement Phase 2	Complete
SR 62 Widening, Canyon Rd to Sunrise Rd	Complete
SR 62 @ Encelia Avenue Traffic Signal	Complete
SR 62 @ Lear Avenue Traffic Signal	Complete
SR 62 Street Improvements from Encelia Avenue to Larrea Street, Phase 1	2019 10-Yr Plan
Split Rock Avenue at Twentynine Palms Flood Control Channel	2019 10-Yr Plan
SR 62 Street Improvements from Encelia Avenue to Larrea Street, Phase 2	2019 10-11 Plan 2019 10-Yr Plan
5K 02 Street Improvements from Elicena Avenue to Lairea Street, I hase 2	2019 10-11 Fian
YUCCA VALLEY	
SR 62 - Apache Trail to Palm Avenue	Complete
SR 62 - La Honda Way to Dumosa Avenue	Complete
SR 62/Dumosa Avenue Traffic Signal	Complete
Indio Avenue Realignment	2019 10-Yr Plan
	2019 10-11 Plan
Onaga Trail Extension between Camino Del Cielo and Kickapoo Trail	2019 10-11 Plan
SR 62 Widening, Sage Avenue to Airway Avenue	
Santa Fe Trail Extension from Apache Trail to Acoma Trail	2019 10-Yr Plan
Indio Avenue Extension, North of Business Center Drive to SR 62	Beyond 10-Yr Plan
SR 62 Widening, Aiway to La Contenta (Town Limits)	Beyond 10-Yr Plan
SR 247 Widening, SR 62 to Northerly Town Limits	Beyond 10-Yr Plan
Onaga Widening, Kickapoo to Palomar	Beyond 10-Yr Plan
Yucca Tr. Widening, Sage to La Contenta	Beyond 10-Yr Plan
Balsa Widening, Sunnyslope to Sunnyslope	Beyond 10-Yr Plan
La Contenta Widening, Yucca Tr. to SR 62	Beyond 10-Yr Plan
Joshua Dr. Widening, Yucca Tr. to SR 62	Beyond 10-Yr Plan
Camino Del Cielo Widening, Navajo to Yucca Tr.	Beyond 10-Yr Plan
Pioneertown Widening, SR 62 to Town Limits	Beyond 10-Yr Plan
Kickapoo Widening, Onaga to SR 62	Beyond 10-Yr Plan
Santa Fe Widening, Kickapoo to Apache	Beyond 10-Yr Plan
Apache Widening, Santa Fe to SR 62	Beyond 10-Yr Plan
Acoma Widening, Golden Bee to SR 62	Beyond 10-Yr Plan
Palm Widening, Onaga to SR 62	Beyond 10-Yr Plan

#### **ATTACHMENT 1**

MOUNTAIN DESERT SUBAREAS PROJECT LISTS THOUGH FISCAL YEAR 2039/2040						
YUCCA VALLEY (cont.)						
Sage Widening, Joshua Dr. to Sunnyslope	Beyond 10-Yr Plan					
Joshua Ln. Widening, Golden Bee to Yucca Tr.	Beyond 10-Yr Plan					
Joshua Dr. Widening, Acoma to Joshua Ln.	Beyond 10-Yr Plan					
Sunnyslope Widening, Pioneertown to SR 247	Beyond 10-Yr Plan					
Aviation/Sunnyslope Widening, SR 247 to Hilton	Beyond 10-Yr Plan					
Paxton Widening, SR 247 to Indio	Beyond 10-Yr Plan					
Balsa Widening, Sunnyslope to Paxton	Beyond 10-Yr Plan					
Sunnyslope Widening, Balsa to La Contenta	Beyond 10-Yr Plan					
Avalon/Palomar Widening, Joshua Ln. to SR 62	Beyond 10-Yr Plan					
Buena Vista Widening, SR 247 to Yucca Mesa	Beyond 10-Yr Plan					
Skyline Ranch Widening, Malin to SR2 47	Beyond 10-Yr Plan					
Warren Vista Widening, Buena Vista to Town Limits	Beyond 10-Yr Plan					
Avalon Widening, Buena Vista to Town Limits	Beyond 10-Yr Plan					
Yucca Mesa Widening, SR 62 to Town Limits	Beyond 10-Yr Plan					
SAN BERNARDINO COUNTY						
Park Boulevard Resurfacing	Complete					
Amboy Road and Pole Line Road Resurfacing - Phase 1	2019 10-Yr Plan					
Amboy Road and Pole Line Road Resurfacing - Phase 2	Beyond 10-Yr Plan					
REGIONAL/INTER-REGIONAL						
SR 62 at Rotary Way Traffic Signal	Complete					
SR 62 Widening, Hess to Yucca Valley Town Limits	Beyond 10-Yr Plan					
SR 62 Widening, Yucca Valley Town Limits to SR 247	Beyond 10-Yr Plan					
SR 247 Widening, Yucca Valley Town Limit to N Subarea boundary	Beyond 10-Yr Plan					
SR 247 Bypass (with North Desert and Victor Valley)	Beyond 10-Yr Plan					
MOUNTAINS SUBAREA	STATUS					
BIG BEAR LAKE						
Village "L" Street Improvements	Complete					
Moonridge Road Realignment and Roundabouts	2019 10-Yr Plan					
SAN BERNARDINO COUNTY						
Arrowbear Drive Bridge at Arrowbear Spillway	2019 10-Yr Plan					
Stanfield Cutoff Improvements	Beyond 10-Yr Plan					
Crest Forest Drive/Lake Drive Study	Beyond 10-Yr Plan					
REGIONAL/INTER-REGIONAL						
SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	Beyond 10-Yr Plan					
SR 18 at Snow Valley	Beyond 10-Yr Plan					
SR 18 at Hilltop Boulevard	Beyond 10-Yr Plan					
SR 138 at Crest Forest Drive Realignment	Beyond 10-Yr Plan					

#### NORTH DESERT SUBAREA

BARSTOW

Lenwood Road Grade Separation Complete
Rimrock Road Rehabilitation 2019 10-Yr Plan

**STATUS** 

#### ATTACHMENT 1

#### MOUNTAIN DESERT SUBAREAS PROJECT LISTS THOUGH FISCAL YEAR 2039/2040

MOONTAIN DESERT SODAREAST ROSECT EISTS THOOGHT ISCAE	
BARSTOW (cont.)	
North First Avenue Bridge over BNSF	2019 10-Yr Plan
North First Avenue Bridges over Mojave River & Overflow	2019 10-Yr Plan
Irwin Road Rehabilitation	2019 10-Yr Plan
SAN BERNARDINO COUNTY	
Lenwood Road Grade Separation	Complete
National Trails Highway Resurfacing	Complete
National Trails Highway Bridges <20' Replacement	2019 10-Yr Plan
Baker Boulevard Bridge Replacement	Beyond 10-Yr Plan
	•
REGIONAL/INTER-REGIONAL	
US 395 Widening Phase 2 (Chamberlaine Way to SR 58)	Beyond 10-Yr Plan
I-15 Dolores Road IC	Beyond 10-Yr Plan
SR 247 Bypass (with Morongo Basin and Victor Valley)	Beyond 10-Yr Plan
VICTOR VALLEY SUBAREA	STATUS
ADELANTO	
US 395 Widening Phase 1 (Palmdale Rd to Chamberlaine Way)	2019 10-Yr Plan
Bartlett Road Rehabilitation	Beyond 10-Yr Plan
Koala Road Rehabilitation	Beyond 10-Yr Plan
El Mirage Road 2 lanes with center turn lane (US 395 to Koala Rd)	Beyond 10-Yr Plan
SR 18 widen 2 to 4 lanes (US 395 to Baldy Mesa Rd)	Beyond 10-Yr Plan
APPLE VALLEY	
Yucca Loma Bridge	Complete
Yucca Loma Rd Widening, Yucca Loma Bridge to Apple Valley Rd	Complete
Apple Valley Road and SR 18 Realignment	2019 10-Yr Plan
Bear Valley Road Bridge Over Mojave River	2019 10-Yr Plan
Yucca Loma Road Widening Apple Valley Road to Rincon Road	2019 10-Yr Plan
Yucca Loma Road Widening Rincon Road to Navajo Road	Beyond 10-Yr Plan
Stoddard Wells Road Widening	Beyond 10-Yr Plan
Laborate Developer de Wilderich	5
Johnson Road Widening	Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road	
_	Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd	Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment)	Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd)	Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15)	Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15)	Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal Rimrock Signal	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal Rimrock Signal	Beyond 10-Yr Plan Beyond 10-Yr Plan
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal Rimrock Signal  HESPERIA I-15 Ranchero Road Interchange Ranchero Road Corridor Widening Main Street Widening, US 395 to 11th Avenue - Phase 1	Beyond 10-Yr Plan Beyond 10-Yr Plan Complete
Central Rd- SR 18 to Bear Valley Road SR 18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd Dale Evans Parkway Phase 1 (Waalew Realignment) Dale Evans Parkway Phase 2 (Waalew Rd to Johnson Rd) Dale Evans Parkway Phase 3 (Johnson Rd to Interstate 15) Dale Evans Parkway Phase 4 (Interchange at Interstate 15) Bear Valley Intersection Improvements Standing Rock Road Realignment / Hwy 18 Signal Rimrock Signal  HESPERIA I-15 Ranchero Road Interchange Ranchero Road Corridor Widening	Beyond 10-Yr Plan Complete 2019 10-Yr Plan

Beyond 10-Yr Plan

#### ATTACHMENT 1

#### MOUNTAIN DESERT SUBAREAS PROJECT LISTS THOUGH FISCAL YEAR 2039/2040

HESPERIA (cont.)	
I Avenue, Ranchero Rd to Main St	Beyond 10-Yr Plan
I Avenue, Main St to Bear Valley Rd	Beyond 10-Yr Plan

Unnamed Grade Separation over BNSF

I-15 @ Joshua-Muscatel

Beyond 10-Yr Plan

Beyond 10-Yr Plan

I-15 @ Eucalyptus

#### **VICTORVILLE**

I-15 La Mesa/Nisqualli Interchange	Complete
Yucca Loma Corridor - Green Tree Boulevard Extension	2019 10-Yr Plan
Bear Valley Road Overhead at BNSF	Funding Agreement
I-15 @ Bear Valley (pending revevalution of system after other corridors)	Beyond 10-Yr Plan
I-15 @ Eucalyptus	Beyond 10-Yr Plan

#### SAN BERNARDINO COUNTY

Ranchero Rd at Escondido Ave Traffic Signal	Complete
Yucca Loma Corridor - Yates Road	Complete
Yucca Loma Corridor Green Tree Extension	2019 10-Yr Plan
Ranchero Road Corridor Widening	2019 10-Yr Plan
Rock Springs Road Bridge over Mojave River	2019 10-Yr Plan
Phelan Road Widening, SR 138 to Hesperia City Limits	2019 10-Yr Plan
Helendale Rd - construct 2 lanes	Beyond 10-Yr Plan
SR 18 continuous turn lane Lucerne Valley 2 miles	Beyond 10-Yr Plan
SR 247 Bypass (with Morongo Basin and North Desert)	Beyond 10-Yr Plan

#### REGIONAL/INTERREGIONAL

I-15 Widening Project, Phase 2	Complete
High Desert Corridor - PA&ED Contribution	Complete
SR 138 Segment 2 widen 2 to 4 lanes (Phelan to Lone Pine Canyon Rd)	Complete
SR 138 Segment 1 widen 2 to 4 lanes (LA County Line to Phelan)	Beyond 10-Yr Plan
SR 138 Segment 3 widen 2 bridges to 4 lanes	Beyond 10-Yr Plan
SR 138 Segment 4 widen 2 to 4 lanes (Lone Pine Canyon Rd to I-15)	Beyond 10-Yr Plan
SR 138 widen 2 to 4 lanes (project development)	Beyond 10-Yr Plan
US 395 Phase 2 widen 2 to 4 lanes (Chamberlaine Way to SR 58)	Beyond 10-Yr Plan
US 395 Phase 3 widen 2 to 4 lanes (I-15 to Palmdale Rd.)	Beyond 10-Yr Plan
I-15 Victor Valley Widening	Beyond 10-Yr Plan
SR 18 widen 2 to 4 lanes (LA County Line to US 395)	Beyond 10-Yr Plan
High Desert Corridor - Interim Project on SR 18	Beyond 10-Yr Plan
High Desert Corridor - SR 14 to SR 18	Beyond 10-Yr Plan
High Desert Corridor - West of US 395, Project Development	Beyond 10-Yr Plan
SR 247 (Lucerne Valley-Yucca Valley)	Beyond 10-Yr Plan
SR 18/SR 247 Intersection (Lucerne Valley)	Beyond 10-Yr Plan

# CAJON PASS SUBAREASTATUSI-15/I/215 Devore InterchangeCompleteI-15 Truck LanesBeyond 10-Yr PlanI-15 WideningBeyond 10-Yr Plan

#### Minute Action

AGENDA ITEM: 20

Date: September 2, 2020

#### Subject:

Amendment No. 3 to Agreement No. 15-1001119 with the City of Barstow for the North First Avenue Overhead Bridge over BNSF Railroad Funding Agreement

#### Recommendation:

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

Approve Amendment No. 3 to Agreement No. 15-1001119 for the North First Avenue Overhead Bridge over BNSF Railroad, with the City of Barstow, to remove the Construction phase and to decrease the funding amount to \$2,279,089.

#### Background:

The City of Barstow (City) has requested that the San Bernardino County Transportation Authority (SBCTA) assume the responsibility as the lead agency for the Construction phase of the North First Avenue Overhead Bridge over BNSF Railroad. A concurrent agenda item includes a cooperative agreement delineating the roles, responsibilities, and funding commitments for the Construction phase of the project.

With this change in lead agency status, the recommended Amendment No. 3 to Agreement 15-1001119 will remove the Construction phase from the City's responsibilities and reduce the maximum amount of Major Local Highway Projects Program (MLHP) funds available for reimbursement to the City to \$2,279,089, to cover the Plans, Specifications, and Estimates (PS&E) and Right-of-Way (ROW) phases only.

It should be noted that the agreement also includes \$50,000 for SBCTA to provide project management services to assist in readying the project for construction. Reimbursement is made directly by SBCTA from the North Desert MLHP fund, resulting in a total of \$2,329,089 committed to the pre-construction activities for the project.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 21, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

#### Responsible Staff:

Ellen Pollema, Management Analyst II

Approved Board of Directors Date: September 2, 2020

Witnessed By:

Entity: San Bernardino County Transportation Authority

			Contract St	arrifically Street			
			General Cont	ract Information			
Contract No:	15-100111	9 Amend	dment No.: 3				
Contract Class:	s: Payable		Department: Fund Administration		nistration		
Vendor No.:	0227	Vend	Vendor Name: City of Barstow				
Description:	escription: North First Avenue Ove			e BNSF Railroad Fur	nding Agreement		
List Any Related (	Contract Nos.:						
,			Dollar	- Amount			
Original Contract		\$	4,927,092.00	Original Contingen	CV	\$	-
Prior Amendmen	ts	\$		Prior Amendments	\$	-	
Current Amendment*		\$		Current Amendmei	\$	-	
Total/Revised Co		\$		Total Contingency		\$	-
*see note		Total	Dollar Authority (Co			\$	2,279,089.00
			Contract A	Authorization			
Board of Direc	tors Dat	e: 09/	/02/2020	Boai	rd	Item#	7017
		Сс	ontract Managemen	t (Internal Purposes	s Only)		
Other Contracts		Sole Source? N/A No		No Bud	dget Adjustm	nent	
Local			Funding Agreement				
			Accoun	ts Payable			
Estimated Start Date: 03/04/20		/04/2015	2015 Expiration Date: 01/31/2024 Revised Expi		_ Revised Expiration	on Date:	
No	N/A		N/A				
	Cook			То	tal Contract Funding:	Total Cor	ntingency:
Fund Prog Tasl	Sub- k Task Object	Revenue	PA Level Revenue	Code Name \$	2,279,089.00	\$	<u>-</u>
	0516 54840	41100000	003-218 North De	esert MLHP	2,279,089.00		-
GL:					-		-
GL:					-		-
GL: GL:					-		<u>-</u>
GL: GL:					-		-
GL:					-		-
GL:					-		-
FI	len Pollema			And	rea Zureick		
Project Manager (Print Name)				ager (Print Name)			
ejeet			ID baa baan daalamatad		ont by CDCTA for DNAC	amilaaa in Cula	tools 0011

Additional Notes: \$50,000 of North Desert MLHP has been designated for self-reimbursement by SBCTA for PM Services in Subtask 0811 through this agreement. Project Accounting Code 003-218

#### AMENDMENT NO. 3 TO AGREEMENT NO. 15-1001119

#### **FOR**

#### NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088

#### (CITY OF BARSTOW)

This Amendment No. 3 to the Project Funding Agreement 15-1001119 is made and entered into this September 2, 2020, by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Barstow ("CITY"). SBCTA and CITY are each a "Party" and are collectively the "Parties."

#### RECITALS

- A. The Parties entered into Project Funding Agreement 15-1001119 ("Agreement") on or about March 4, 2015, to fund the NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 in the City of Barstow ("PROJECT");
- B. The Parties entered into Amendment No. 1 to Project Funding Agreement 15-1001119 on or about July 10, 2019, to allocate additional funding to the PROJECT; and
- C. The Parties entered into Amendment No. 2 to Project Funding Agreement 15-1001119 on or about March 4, 2020, to add SBCTA Project Management services to the scope of the PROJECT; and
- D. On or about September 2, 2020, Parties entered into Agreement No. 19-1002226 to delineate roles, responsibilities, and funding commitments relative to the Construction phase of the PROJECT.

NOW, THEREFORE, SBCTA and CITY agree to the following:

#### SECTION 1

- 1. Section I, Paragraph 1, is hereby deleted in its entirety and replaced with the following:
  - "1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$2,279,089 in North Desert Subarea MLHP Funds. An estimate of costs for the PROJECT is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT exceeding this amount."
- 2. Section I, Paragraph 2, is hereby deleted in its entirety and replaced with the following:

15-1001119-03 Page **1** of **6** 

- "2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of \$2,279,089 consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly."
- 3. Section II, Paragraph 1, is hereby deleted in its entirety and replaced with the following:
  - "1. To be the lead agency for the Environmental; Plans, Specifications, and Estimates (PS&E); and Right of Way (ROW) phases of PROJECT, and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A."
- 4. Section II, Paragraph 2, is hereby deleted in its entirety and replaced with the following:
  - "2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by SBCTA hereunder, for an amount not to exceed \$2,279,089 in North Desert Subarea MLHP Funds, and are reimbursable by SBCTA in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to SBCTA's guidelines."
- 5. Attachment A has been replaced in its entirety to reflect a change in the lead agency by phase and to update the project schedule.
- 6. Attachment B has been replaced in its entirety to reflect the change in funding.

--- SIGNATURES ON NEXT PAGE ---

15-1001119-03 Page **2** of **6** 

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 below:

	BERNARDINO COUNTY  NSPORTATION AUTHORITY	<u>CITY</u>	OF BARSTOW
By:	Frank J. Navarro, President Board of Directors	Ву:	Nikki Salas. Ed.D. City Manager
Date:		Date:	
APPR	OVED AS TO FORM	APPR	OVED AS TO FORM
By:	Julianna K. Tillquist SBCTA General Counsel	By:	Terri Highsmith CITY Attorney
Date:			
CONC	CURRENCE:		
By:	Jeffery Hill Procurement Manager		
Date:			

15-1001119-03 Page **3** of **6** 

#### ATTACHMENT A

# NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

#### **Description of Project and Milestones**

#### **Project Title**

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088

#### Location, Project Limits, Description, Scope of Work, Legislative Description

The North First Avenue Bridge over BNSF railway UPRR AMTRAK is located 0.2 miles north of Main Street. The project limits are approximately from White Street to Riverside Drive. North First Avenue Bridge is the main north-south corridor connecting then northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, and only a 4' clear walkway on one side of the existing bridge and a Sufficiency Rating (SR) of 3.0. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulders, and sidewalks.

Component	Implementing Agency				
PA&ED and PS&E	City of Barstow				
Right of Way	City of Barstow				
Construction	SBCTA				

#### **Purpose and Need**

As stated above, North First Avenue bridge is the main north-south corridor connecting the northern and southern communities of the City of Barstow. BNSF transcontinental railway and classification yard divides these two communities. Currently the existing bridge, initially built in 1930, is listed as structurally deficient in Caltrans Structure Maintenance & Investigation reports. This rating is due to its age, geometry, substandard vertical clearance. Barstow's railroad classification yard is one of California's major facilities. The replacement of the North First Avenue Bridge will greatly minimize any potential bridge failures which may have a negative impact on the transportation of goods on the transcontinental railway tracks. A bridge failure would also disconnect northern and southern communities of the City of Barstow.

#### **Project Benefits**

The replacement of the bridge would have the following benefits:

- Keeps Barstow's northern and southern communities connected.
- Keeps transportation goods moving from the west coast to middle eastern United States.
- Provides for a safe transportation route.
- Provides alternate transportation methods such as walking and bicycling.

Project Milestone	Proposed					
Preliminary Environmental Study (PES) Approved	04/09/2014					
Begin Environmental (PA&ED) Phase	04/10/2014					
Draft Environmental Document	Draft Environmental Document					
Begin Draft Project Report	01/05/2015					
End Environmental Phase (PA&ED Milestone)			12/04/2015			

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Begin Preliminary Engineering 30% Design (PS&E) Phase	09/05/2015
End Design Phase (Ready to List for Advertisement Milestone)	04/30/2021
Begin Right of Way Phase	10/12/2016
End Right of Way Phase (Right of Way Certification Milestone)	04/30/2021
Begin Construction Phase (Contract Award Milestone)	12/01/2021
End Construction Phase (Construction Contract Acceptance Milestone)	03/31/2024
Begin Closeout Phase	04/01/2024
End Closeout Phase (Closeout Report)	08/30/2024

15-1001119-03 Page **5** of **6** 

#### **ATTACHMENT B**

# NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

#### **Summary of Estimated Costs**

<u>Phase</u>	Total Cost	Federal Highway Bridge Program Funds	SBCTA Share* MLHP Funds
PS&E	<u>\$4,870,000</u>	<u>\$4,311,411</u>	<u>\$558,589</u>
ROW	\$15,000,000	\$13,279,500	<u>\$1,720,500</u>
Project Support	\$50,000	<u>0</u>	<u>\$50,000</u>
Total	\$19,920,000	<u>\$17,590,911</u>	\$2,329,089

<sup>\*</sup>SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highway Projects program, federal earmarks, Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement. SBCTA share of funding can be moved between phases.

15-1001119-03 Page **6** of **6** 

# Minute Action

**AGENDA ITEM: 21** 

Date: September 2, 2020

Subject:

State and Federal Legislative Update

Recommendation:

Receive and file the August 2020 State and Federal Legislative Update.

Background:

#### **STATE UPDATE**

The State Legislature reconvened in session on July 27<sup>th</sup>, to resume policy committee hearings. Policy committees have until August 14<sup>th</sup> to report bills out of committee and fiscal committees have until August 21<sup>st</sup>.

All bills must be passed out of both houses and sent to the Governor by August 31st.

Attachment A contains a list of legislative bills on which the San Bernardino County Transportation Authority (SBCTA) / San Bernardino Council of Governments (SBCOG) have taken a position.

Attachment B reflects bills of interest to SBCTA and SBCOG.

#### **FEDERAL UPDATE**

On July 27<sup>th</sup>, Senate Republican leadership unveiled the Health, Economic Assistance, Liability Protection, and Schools Act (HEALS Act), a draft plan to provide \$1 trillion in coronavirus relief funding.

Senate Majority Leader Mitch McConnell (R-Ky.) outlined the pillars of the proposal, which include another round of \$1,200 direct payments to individual Americans, more money for the Paycheck Protection Program (PPP), a reduction in pandemic federal unemployment benefits, liability protection and more than \$100 billion for reopening schools and colleges.

A package of individual bills, the proposal provides the option of passing parts of the agenda now – such as extensions of unemployment insurance or schools funding – and leaving the others for later action. The introduction of the bills was the first step toward negotiating a compromise plan with House Democrats, who approved their \$3.5 billion relief plan, the Health and Economic Recovery Omnibus Emergency Solutions Act (HEROES Act), on May 15, 2020.

A full summary of the HEALS Act from SBCTA's federal advocate, Holland & Knight, can be found in Attachment C.

The House of Representatives passed a six-bill mini-bus funding package on July 31<sup>st</sup>. The appropriations bill includes \$107.2 billion for the Department of Transportation, an increase of \$21.1 billion above the Fiscal Year (FY) 2020 enacted level and \$19.4 billion above the President's 2021 budget request.

An outline and summary of the federal FY 2021 transportation funding can be found in Attachment D.

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

Board of Directors Agenda Item September 2, 2020 Page 2

## Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was received by the General Policy Committee on August 12, 2020.

# Responsible Staff:

Louis Vidaure, Management Analyst II

Approved Board of Directors Date: September 2, 2020

Witnessed By:



# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG) LEGISLATIVE BILL POSITIONS - July 30, 2020

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
	Indefinitely extends Caltrans responsibilities			
	for environmental review and clearence of			
	transportation projects under National			
	Environmental Policy Act (NEPA) that would			
	otherwise be the responsibility of the federal			
AB 252 (Daly)	government.	Signed by the Governor. (7/31/19)	Support	03/04/2019
	Would revise the percentages of funding			
	distribution for the State Active			
	Transportation Program (ATP) to 75% to			
	Metropolitan Planning Organizations (MPO's)			
	based on population, 15% to rural counties	Failed committee deadline - DEAD		
AB 1402 (Petrie-Norris)	and for 10% statewide competitive grants.	(1/17/20)	Support	04/01/2019
	Would revise the percentages of funding			
	distribution for the State Active			
	Transportation Program (ATP) to 75% to			
	Metropolitan Planning Organizations (MPO's)	5-11-1		
CD 452 (DII)	based on population, 15% to rural counties	Failed committee deadline - DEAD	Comment	04/04/2040
SB 152 (Beall)	and for 10% statewide competitive grants.	(1/24/20)	Support	04/01/2019
	Would create the Omnitrans Transit District as	Bill gut and amended - DEAD		
AB 1457 (Reyes)	a statutory entitity.	(7/02/20)	Support	04/05/2019
	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	Failed policy deadline - DEAD		
SB 732 (Allen)	programs.	(1/24/20)	Oppose	04/05/2019

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG) LEGISLATIVE BILL POSITIONS - July 30, 2020

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 committee deadline - DEAD (1/24/20)	Oppose	04/10/2019
	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			
SB 531 (Glazer)	retailer locating or continuing to maintain a place of business within the local jurisdiction.	Vetoed by Governor. (10/12/19)	Oppose	05/15/2019
	Would require California Air Resources Board to adopt and implement a regulation for a Heavy-Duty Vehicle Inspection and Maintenance Program (HDVIMP) for nongasoline, heavy-duty, on-road motor vehicles with a gross vehicle weight rating of more			
SB 210 (Leyva)	Would require California Department of Parks and Recreation to assist in aquairing four land	Signed by Governor. (9/20/19)	Support	05/15/2019
SB 404 (Chang)	parcels to add 1,878 acres to the Chino Hills State Park.	Failed committee deadline - DEAD (1/24/20)	Support	05/15/2019
	Would clarify the legislative intent of the Local Partnership Program within SB 1 and require that program funds be distributed by formula			
SB 277 (Beall)	based on population or other factors.	Vetoed by Governor. (10/12/19)	Support	06/07/2019

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG) LEGISLATIVE BILL POSITIONS - July 30, 2020

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
	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			
SB 664 (Allen)	process among toll agencies	Bill withdrawn by author.	Support	06/07/2019
	Would create the West San Bernardino Rail			
	Construction Authority, solefuly for the			
	purpose of building Los Angeles County			
	Metro's Gold Line from the City of Montclair	Failed committee deadline - DEAD		
AB 2011 (Holden)	to Ontario International Airport.	(5/29/20)	Oppose	01/30/2020
	Would create the Montclair to Ontario Airport			
	Construction Authority, solefuly for the			
	purpose of building Los Angeles County			
	Metro's Gold Line from the City of Montclair	Failed committee deadline - DEAD		
SB 1390 (Portantino)	to Ontario International Airport.	(5/29/20)	Oppose	02/22/2020
	Would expand CEQA exemptions for certain	Referred to Assembly Natural		
SB 288 ( Weiner)	public transit and transportation projects.	Resources Committee. (7/27/20)	Support	06/17/2020

#### **Status Report**

#### Thursday, July 30, 2020

# AB 69 Ting D (Dist. 19) Help Homeowners Add New Housing Program: accessory dwelling unit financing.

Location: SENATE THIRD READING

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

Current law provides for the creation by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance, of accessory dwelling units to allow single-family or multifamily dwelling residential use in accordance with specified standards and conditions. This bill would require the Treasurer, within 6 months of the effective date of these provisions, to develop the Help Homeowners Add New Housing Program with the purpose of assisting homeowners, as defined, in qualifying for loans to construct additional housing units on their property, including accessory dwelling units and junior accessory dwelling units. The bill would, with regard to the development of the program, require the Treasurer to consult with the California Housing Financing Agency and the Department of Housing and Community Development and would authorize the Treasurer to consult with private lenders.

#### **AB 87** Committee on Budget Transportation.

Location: SENATE BUDGET & F.R.

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

would require the California Transportation Commission to establish a competitive funding program to provide fund 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 projects for programming and allocation. The bill would appropriate \$7,200,000, or a lesser amount, as specified, from the Trade Corridors Improvement Fund to the Department of Transportation for purposes of the program.

**Position: Pending** 

AB 145 Frazier D (Dist. 11) High-Speed Rail Authority: Senate confirmation.

**Location:** SENATE TRANS.

	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
-1	Dead	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 168 Aguiar-Curry D (Dist. 4) Planning and zoning: annual report: housing development: streamlined approvals.

Location: SENATE HOUSING

1	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st F	louse			2nd H	ouse		Conc.			

The Planning and Zoning Law requires the planning agency of a city or county to provide by April 1 of each year are annual report to the legislative body of the city or county, the Office of Planning and Research, and the Department

of Housing and Community Development that includes, among other specified information, the status of the plan and progress in its implementation. This bill would additionally require that this annual report include information on the progress of the city or county in adopting or amending its general plan or local open-space element in compliance with its obligations to consult with California Native American tribes, and to identify and protect, preserve, and mitigate impacts to specified places, features, and objects, pursuant to specified law.

#### Patterson R (Dist. 23) Vehicle accidents: fleeing the scene of an accident. **AB 195**

Location: SENATE PUB. S.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st F	louse			2nd H	ouse		Conc.			

Would make a person who fails to immediately stop, as required, at the scene of an accident that resulted in a permanent, serious injury subject to punishment by imprisonment in the state prison for 2, 3, or 4 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine, and if the accident resulted in death, the violation of those requirements would be punishable by imprisonment in the state prison for 3, 4, or 6 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine.

#### Garcia, Eduardo D (Dist. 56) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and **AB 352** Flood Protection Bond Act of 2020.

**Location:** SENATE E.Q.

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

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

#### Wicks D (Dist. 15) General plans: housing element: moderate-income and above moderate-incom **AB 725** housing: suburban and metropolitan jurisdictions.

Location: SENATE HOUSING

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

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 plannin period and that are sufficient to provide for the jurisdiction's share of the regional housing need determined pursuan to specified law. This bill would require that at least 25% of a metropolitan jurisdiction's share of the regional housing need for moderate-income housing be allocated to sites with zoning that allows at least 4 units of housing. but no more than 100 units per acre of housing. The bill would require that at least 25% of a metropolitan jurisdiction's share of the regional housing need for above moderate-income housing be allocated to sites with zoning that allows at least 4 units of housing. The bill would exclude unincorporated areas from this prohibition and would include related legislative findings.

#### **AB 992** Mullin D (Dist. 22) Open meetings: local agencies: social media.

Location: SENATE GOV. & F.

Ì	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st H	louse			2nd Ho	ouse		Conc.			

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. 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 1035** Ramos D (Dist. 40) COVID-19 emergency: small businesses: immunity from civil liability.

Location: SENATE JUD.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd He	ouse		Conc.			

Would exempt a small business with 25 or fewer employees from liability for an injury or illness to a person due to coronavirus (COVID-19) based on a claim that the person contracted COVID-19 while at that small business, or due to the actions of that small business. The bill would require the small business, for this exemption to apply, to have implemented and abided by all applicable state and local health laws, regulations, and protocols. The bill woul not permit this exemption to apply if the injury or illness resulted from a grossly negligent act or omission, willful or wanton misconduct, or unlawful discrimination by the business or an employee of the business.

#### **AB 1112** Friedman D (Dist. 43) Micromobility devices: relocation.

**Location:** SENATE TRANS.

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

Would prohibit an unauthorized person from removing an unattended micromobility device from a highway to a storage facility, garage, or other place. The bill would authorize a person to relocate an illegally parked micromobility device a short distance in order to clear a highway, sidewalk, doorway, or public bicycle path or trail for vehicle or pedestrian traffic. The bill would allow a peace officer to relocate an illegally parked micromobility device to a properly parked location. If relocation is impracticable, the bill would allow a peace officer to remove a micromobility device in the same manner as a vehicle.

#### **AB 1279** Bloom D (Dist. 50) Planning and zoning: housing development: high-opportunity areas.

Location: SENATE HOUSING

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

The Planning and Zoning Law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit if the development satisfies certain objective planning standards, including that the development is (1) located in a locality determined by the Department of Housing and Community Development to have not met its share of the regional housing needs for the reporting period, and (2) subject to a requirement mandating a minimum percentage of below market rate housing, as provided. This bill would require the department to designate areas in this state as highopportunity areas, as provided, by January 1, 2022, in accordance with specified requirements and to update those designations within 6 months of the adoption of new Opportunity Maps by the California Tax Credit Allocation Committee.

#### Gonzalez D (Dist. 80) Retroactive grant of high school diplomas: COVID-19 crisis. **AB 1350**

Location: SENATE CONSENT CALENDAR

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

Would authorize a high school district, unified district, or county office of education to retroactively grant a high school diploma to a person who was in their senior year of high school during the 2019–20 school year; in good academic standing as of March 1, 2020; and unable to complete the statewide graduation requirements as a result of the COVID-19 crisis.

**Position: Watch** 

AB 1457 Reyes D (Dist. 47) Regional business training center network: pilot project.

**Location:** SENATE B., P. & E.D.

 2Year Dead
 Desk
 Policy
 Fiscal
 Floor Desk
 Policy
 Fiscal Floor Conf.
 Conf.
 Enrolled Conf.
 Vetoed Chaptered

Would require GO-Biz to establish a pilot project to create a regional business training center network through a partnership with the California Community Colleges, the Employment Training Panel, and the Labor and Workforce Development Agency. The bill would state that the purpose of the pilot project is to support the establishment of a statewide network of regional business training centers, based on the existing California Community Colleges Economic and Workforce Development Program, as specified, and to support the upskilling of the regional workforce to meet the demand for jobs in essential industry sectors during the COVID-19 pandemic and in the emerging and dominant industry sectors in the post COVID-19 economy.

**Position: Support** 

AB 1484 Grayson D (Dist. 14) Mitigation Fee Act: housing developments.

Location: SENATE RLS.

Ī	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st H	louse			2nd Ho	ouse		Conc.			

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 1991 Friedman D (Dist. 43) Transit and Intercity Rail Capital Program: passenger tramways.

Location: ASSEMBLY TRANS.

Ī	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
- 1	Dead		1st Ho	use			2nd H	louse		Conc.			

Would expand the purpose of the Transit and Intercity Rail Capital Program to authorize funding for passenger tramway transit systems. By expanding the purposes for which continuously appropriated moneys may be used, the bill would make an appropriation.

<u>AB 2062</u> <u>Boerner Horvath</u> D ( Dist. 76) San Diego Association of Governments: LOSSAN Rail Corridor: study.

Location: ASSEMBLY TRANS.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd F	louse		Conc.			

Would appropriate \$5,000,000 from the General Fund to the San Diego Association of Governments to conduct a study of higher speed and safety alternatives for the LOSSAN Rail Corridor in the County of San Diego. As a condition of receiving the funding, the bill would require the San Diego Association of Governments to conduct the study, as specified, and would require the San Diego Association of Governments to submit a report to the Legislature and specified committees of the Legislature summarizing the results of the study.

AB 2345 Gonzalez D (Dist. 80) Planning and zoning: density bonuses: annual report: affordable housing.

**Location: SENATE HOUSING** 

Ì	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st F	louse			2nd H	ouse		Conc.			

The Planning and Zoning Law requires the planning agency of a city or county to provide by April 1 of each annual report to, among other entities, the Department of Housing and Community Development that includes, among other specified information, the number of net new units of housing that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, as provided. This bill would require that the annual report include specified information regarding density bonuses granted in accordance with specified law, as described.

#### Holden D (Dist. 41) Local government finance: COVID-19 Credit Facility. AB 2707

**Location:** ASSEMBLY H. & C.D.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd F	louse		Conc.			

Would require the Treasurer to establish the COVID-19 Credit Facility, to support cashflow borrowing by local governments, as specified, to better manage cashflow pressures created by the COVID-19 public health emergency. The bill would require the facility to assist local governments, irrespective of population size, with the purchase of newly-issued tax anticipation notes, tax and revenue anticipation notes, bond anticipation notes, and other short-term notes through the California Debt and Investment Advisory Commission. The bill would also require the facility to establish methods by which cities with populations of less than 250,000 and counties with populations of less than 500,000 may access the Municipal Liquidity Facility established by the Federal Reserve System, as specified.

#### Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure ACA 1 voter approval.

Location: ASSEMBLY RECONSIDERATION

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

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<sub>2</sub> Nazarian D ( Dist. 46) State tax agency.

**Location:** ASSEMBLY REV. & TAX

Ì	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st Ho	use			2nd H	louse		Conc.			

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** 

#### Obernolte R ( Dist. 33) Local sales taxes: online sales. **ACA 13**

**Location:** ASSEMBLY PRINT

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

Would provide that, on and after January 1, 2021, for the purpose of distributing the revenues derived under a sale

tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangib 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** 

Caballero D (Dist. 12) California Environmental Quality Act: projects funded by qualified **SB 25** opportunity zone funds or other public funds.

Location: ASSEMBLY NAT. RES.

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

Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for projects located in specified counties that are funded, in whole or i part, by specified public funds or public agencies and that meet certain requirements. Because a public agency would be required to comply with those new procedures, this bill would impose a state-mandated local program. The bill would require the Judicial Council, by March 31, 2021, to adopt rules of court applicable to an action or proceeding brought to attack, review, set aside, void, or annul the certification or adoption of an environmental review document or the granting of project approvals, including any appeals therefrom, to be resolved, to the exten feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to those projects. This bill contains other related provisions and other existing laws.

**Position: Watch** 

Wiener D (Dist. 11) California Environmental Quality Act: exemptions: transportation-related **SB 288** projects.

Location: ASSEMBLY NAT. RES.

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

CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highwa rights-of-way already in use and projects for the institution or increase of passenger or commuter service on highoccupancy vehicle lanes already in use, as specified. This bill would further exempt from the requirements of CEQA certain projects, including projects for the institution or increase of new bus rapid transit, bus, or light rail services o public rail or highway rights-of-way, as specified, whether or not the right-of-way is in use for public mass transit, a specified, and projects for the designation and conversion of general purpose lanes, high-occupancy toll lanes, high occupancy vehicle lanes, or highway shoulders, as specified. The bill would additionally exempt projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians, and projects for pedestrian and bicycle facilities.

**Position: Watch** 

Wiener D (Dist. 11) Jury service. **SB 592** 

Location: ASSEMBLY JUD.

Ì	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st H	louse			2nd H	ouse		Conc.			

The Trial Jury Selection and Management Act requires all persons be selected for jury service at random and from sources inclusive of a representative cross section of the population of the area served by the court. The act specifies that the list of registered voters and list of licensed drivers and identification cardholders who are resident within the area served by the court are appropriate source lists for the selection of jurors, and further specifies that these 2 source lists, when substantially purged of duplicate names, are considered inclusive of a representative cros section of the population. This bill would deem the list of resident state tax filers as an appropriate source list for

selection of jurors, and beginning on January 1, 2022, would deem the list of resident state tax filers, when substantially purged of duplicate names, to be considered inclusive of a representative cross section of the population, along with the two source lists described above.

# SB 899 Wiener D (Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.

Location: ASSEMBLY APPR.

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

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit if the development satisfies certain objective planning standards. This bill would require that a housing development project be a use by right upon the request of an independent institution of higher education or religious institution that partners with a qualified developer on any land owned in fee simple by the applicant on or before January 1, 2020, if the development satisfies specified criteria.

#### SB 902 Wiener D (Dist. 11) Planning and zoning: housing development: density.

Location: ASSEMBLY L. GOV.

Ì	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	Dead		1st H	louse			2nd He	ouse		Conc.			

Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. In this regard, the bill would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022, based on specified criteria.

#### SB 1040 McGuire D (Dist. 2) Department of Transportation: transfer of property: Blues Beach property.

Location: SENATE RLS.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	use			2nd H	louse		Conc.			

Would authorize the Department of Transportation, upon terms, standards, and conditions approved by the California Transportation Commission, to transfer the Blues Beach property located in the unincorporated community of Westport in the County of Mendocino to a qualified nonprofit corporation, which the bill would define as a nonprofit corporation that is organized by one or more California Native American tribes for the purpose of environmental protection. The bill would authorize the department to enter into a cooperative agreement with a qualified nonprofit corporation that is transferred the Blues Beach property to provide funding for future maintenance of the property.

# <u>SB 1291</u> Committee on Transportation Federal Statewide Transportation Improvement Program: submissions.

Location: ASSEMBLY TRANS.

Γ	2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
ı	Dead		1st F	louse			2nd He	ouse		Conc.			

Current law requires each metropolitan planning organization and transportation planning agency, not later than October 1 of each even-numbered year, to submit its Federal Transportation Improvement Program to the Department of Transportation for incorporation into the Federal Statewide Transportation Improvement Program, which current law requires the department to submit to the United States Secretary of Transportation by not later

than December 1 of each even-numbered year. This bill would provide that a metropolitan planning organize transportation planning agency is not required to submit a Federal Transportation Improvement Program to the department, and the department is not required to submit the Federal Statewide Transportation Improvement Program to the secretary, for 2020.

#### SB 1351 Beall D (Dist. 15) Transportation improvement fee: revenue bonds.

Location: ASSEMBLY TRANS.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st F	louse			2nd He	ouse		Conc.			

Would create the Transportation Improvement Fee Subaccount in the Road Maintenance and Rehabilitation Account and would continuously appropriate the revenues in the subaccount to the Department of Transportation and cities and counties as part of the same appropriation made to those entities from the Road Maintenance and Rehabilitation Account.

#### SCA 1 Allen D (Dist. 26) Public housing projects.

**Location:** ASSEMBLY DESK

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

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: 30** 

**Total Tracking Forms: 30** 

# Holland & Knight

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#### Memorandum

**Date:** July 28, 2020

To: San Bernardino County Transportation Authority /

**San Bernardino Associated Governments** 

From: Holland & Knight LLP

Re: Senate GOP Coronavirus Relief Proposal - "HEALS Act"

On July 27, Senate GOP leadership unveiled the "Health; Economic Assistance; Liability Protection; and Schools Act (HEALS Act), a draft plan to provide \$1 trillion in coronavirus relief funding. Senate Majority Leader Mitch McConnell (R-Ky.) outlined the pillars of the proposal, which include another round of \$1,200 in direct payments to individual Americans, more money for the Paycheck Protection Program (PPP), a reduction in pandemic federal unemployment benefits, liability protection and more than \$100 billion for reopening schools and colleges. A package of individual bills, the proposal provides the option of passing parts of the agenda now - such as extensions of unemployment insurance or schools funding - and leaving the rest for later. The introduction of the bills was just the first step toward negotiating a compromise plan with House Democrats, who approved their \$3.5 billion relief plan, the HEROES Act, on May 15.

The package of bills is made up of the following:

- A \$306 billion emergency appropriations package, introduced by Senate Appropriations Committee Chairman Richard Shelby (R-Ala.);
- The "Safeguarding America's Frontline Employees to Offer Work Opportunities Required to Kickstart the Economy (SAFE TO WORK) Act," introduced by Sen. John Cornyn (R-Texas);
- The "Safely Back to Work and Back to School Act," introduced by Senate Health, Education, Labor & Pensions (HELP) Committee Chairman Lamar Alexander (R-Tenn);
- The "American Workers, Families, and Employers Assistance Act," introduced by Senate Finance Committee Chairman Chuck Grassley (R-Iowa);
- The "Continuing Small Business Recovery and Paycheck Protection Program Act," introduced by Senate Small Business and Entrepreneurship Committee Chairman Marco Rubio (R-Fla.) and Sen. Susan Collins (R-Maine);

- The "Time to Rescue United States' Trusts (TRUST) Act of 2020," introduced by Sen. Mitt Romney (R-Utah); and
- The "Restoring Critical Supply Chains and Intellectual Property Act," introduced by Sen. Lindsey Graham (R-S.C.)

#### Aid for State and Local Governments

The bill does not include additional, direct assistance to state and local governments Rather, the bill extends the time frame in which recipients of the CARES Act's \$150 billion Coronavirus Relief Fund (CRF) can utilize the funding while also providing more flexibility — allowing some funds to be used to cover revenue shortfalls.

Specific provisions in the GOP proposal:

- Extension of the period over which CARES Act relief funds can be used by 90 days beyond the end of a state/local government's 2021 fiscal year (e.g. fiscal year end of June 30<sup>th</sup>, means the government has until September 30, 2021 to expend funds);
- Expansion of the allowable uses of relief funds to cover revenue shortfalls. A government receiving CARES Act relief funds can use up to 25% of those funds to cover revenue shortfalls.

## **Liability Protections**

Sen. John Cornyn (R-Texas) introduced the "Safeguarding America's Frontline Employees to Offer Work Opportunities Required to Kickstart the Economy (SAFE TO WORK) Act," which would shield businesses, schools, non-profits, government agencies and other organizations from COVID-19 related lawsuits through October 1, 2024, as long as they make "reasonable" efforts to follow public health guidelines and do not commit acts of "gross negligence" or "intentional misconduct."

In addition, Occupational Safety and Health Administration (OSHA) will not cite an employer that has been "relying on and generally following" government standards and guidance. OSHA has already instructed its inspectors that employers who are following guidance from the agency or the Centers for Disease Control and Prevention (CDC) will not be cited under the Occupational Safety and Health Act's general duty clause.

Key provisions and details in the SAFE TO WORK Act:

- The proposal would give employers temporary protection from lawsuits stemming from workplace coronavirus testing. This shield would supersede any local statute or regulation related to personal injury lawsuits stemming from coronavirus exposure, but it would not preempt broader local liability reforms or workers' compensation systems.
- The proposed liability shield would cover claims from December 1, 2019 until October 1, 2024.

- The bill clarifies that when a business provides training, personal protective equipment (PPE), or other assistance to an independent contractor or a franchisee's employee, those actions cannot be used as evidence of an employer-employee relationship.
- The proposal would place a cap on damage awards; compensatory damages would be limited to the economic losses incurred as a result of the injury, as long as the harm wasn't a result of "willful misconduct."
- Businesses would not be liable for claims related to violations of the Worker Adjustment and Retraining Notification Act, as long as the job loss took place during the pandemic. The federal law requires companies to give workers at least 60 days' notice before plant closures or mass layoffs lasting more than six months.

### **Direct Payments to Americans**

The legislation provides \$1,200 stimulus payments to individuals with incomes of \$75,000 or less, or \$150,000 for couples. Republicans propose to enhance benefits for adult dependents. Filers with dependents of any age would receive an additional \$500 payment, whereas CARES Act additions for dependents were only for those under age 17. The eligibility guidelines are the same as those in the CARES Act.

### **Unemployment Insurance**

The GOP proposal, as part of the "American Workers, Families, and Employers Assistance Act," extends federal pandemic unemployment compensation benefits at a rate lower than the \$600 per week provided in the CARES Act. For two months (or by October 5), the benefits would be set at \$200 per week on top of state-level benefits, which vary. After that, states would provide benefits equal to 70 percent of previous wages, with the federal supplement additionally capped at \$500 per week. States would be allowed to apply for a waiver to secure up to two additional months to transition to the new calculation.

Pandemic-related federal supplemental unemployment benefits for millions of Americans expires at the end of July. The Republicans proposal will temporarily lower expanded unemployment benefits, then shift states to a wage-replacement model.

#### **Labor and Employment**

The GOP emergency appropriations proposal would provide \$2.5 billion to the Department of Labor (DOL), including \$1.15 billion to assist state unemployment insurance operations as well as \$500 million for grants to help workers find new employment.

# **Paycheck Protection Program (PPP)**

The GOP proposal would raise the cap to \$750 billion and extends the program through December 31, 2020.

Among other provisions, the bill would:

- Long-term Recovery Sector Loans: The bill would create a guaranteed long-term, low-interest working capital product by improving the terms of 7(a) loans for seasonal businesses and businesses located in low-income communities. The loans would equal two times the borrowers' annual revenues, up to \$10 million, with a maturity of up to 20 years at an interest rate that is fixed at one percent to the borrower. Eligibility for the loan would be businesses with 500 employees or fewer which have seen their revenues decline by 50 percent or more in the first or second quarter this year compared to the same quarter last year.
- **PPP Second Draw Loans**: The bill would provide funds to allow the hardest-hit small employers i.e., those that have seen their revenues decline by 50 percent or more in the first or second quarter this year compared to the same quarter last to receive a second PPP loan. It would limit these second forgivable loans to entities with 300 or fewer employees and create an additional set aside of funds for businesses with 10 or fewer employees to ensure equitable access to forgivable loans. The bill also includes a \$10 billion set aside for community lenders to access second draw funds.
- **PPP Programmatic Improvements**: The bill would allow businesses to utilize forgivable PPP funds for personal protective equipment for workers, adaptive investments needed for businesses to operate safely amid the COVID-19 pandemic, and additional expenses. It would also simplify the forgiveness application and documentation requirements for smaller loans under \$150,000. Additionally, it would further expand eligibility to certain 501(c)(6) organizations with 300 employees or fewer as well as favorable loan calculations for farmers and ranchers.

To date, Congress has appropriated approximately \$652 billion for the Small Business Administration (SBA)'s PPP.

#### **Tax Cuts**

A payroll tax cut, which was one of President Donald Trump's priorities, is not included in the package.

The GOP proposal does feature a few tax cuts:

- Enhanced employee hiring and retention payroll tax credit: In an effort to try to get more businesses to take advantage of the tax break, the legislation includes an expanded version of the employee retention tax credit for businesses that keep workers on their payrolls. The break covers 65 percent of wages (up to \$30,000 per worker). The current program covers 50 percent of the first \$10,000 in wages.
- Work Opportunity Tax Credit: In an effort to promotes the rehiring of workers, the bill offers businesses a 50% tax break on the first \$10,000 of wages paid to employees that had previously been receiving unemployment benefits.
- Safe and healthy workplace tax credit The proposal establishes a refundable payroll tax credit equal to 50 percent of an employer's "qualified employee protection expenses"

(i.e. what companies spend on testing, personal protective equipment, workplace cleaning and retrofitting facilities to adhere to distancing guidelines.

# **School Funding**

The legislation would provide \$105 billion, with \$70 billion for elementary, middle and high schools; \$29 billion for colleges and universities and \$5 billion to a flexible fund. Two-thirds of the money would go to schools that institute reopening plans and the rest to schools generally. One-third of the funds would be distributed under existing federal formulas.

The proposal would require a detailed timeline of when in-person instruction would begin and information about how many days per week students will attend face-to-face classes. It would also mandate proportional funding of private schools based on the number of their students in each state, and authorize spending for school choice through tax credit scholarships.

The Republican plan would provide one-time emergency funding through scholarship-granting organizations for families to pay for home school or private education.

The legislation would provide scholarships, through the "Education Freedom Scholarship," that can be used by parents who send their children to private schools or by parents who decide they want to send their children to private schools while public schools are closed.

Higher education grants would be doled out based on full time enrollment of Pell Grant recipients (90% FTE Pell; 10% Non-Pell) and could be used for coronavirus-related expenses, as well as financial aid for students. Institutions could use the money for lost revenue, reimbursement for expenses already incurred, technology costs associated with online learning and payroll, as well as faculty and staff training. The money could also be used to provide financial aid grants to students, including those exclusively studying online.

Colleges and universities that paid the endowment tax in 2019 would receive less money and would only be allowed to use the funding for student aid.

The fund also includes \$2.9 billion in dedicated funding for Historically Black Colleges and Universities, as well as Minority Serving Institutions.

The GOP plan would allow student borrowers to delay loan repayments and then cap loan payments at 10% of income minus housing costs.

#### **Child-Care Aid**

The GOP proposal establishes the Back to Work Child Care Grant, which provides short-term assistance to child care centers, operators, and providers. Grants would be based on need and fixed costs incurred by child care providers due to the coronavirus.

The bill provides \$15 billion for child care programs. (See HHS section below).

#### **Personal Protective Equipment (PPE)**

As part of the "Restoring Critical Supply Chains and Intellectual Property Act", the legislation proposes to "end dependence on foreign manufacturers" for PPE. The plan developed by Sen. Lindsey Graham (S.C.) would create tax credits to spur manufacturing to help the federal government reach the goal of 100% domestic sourcing within five years.

All PPE such as clothing, sanitizing supplies, ancillary medical supplies (wipes, bedding, test swabs, etc.) and other textile equipment must be grown, reprocessed, reused, or produced in the United States.

The GOP proposal establishes a \$7.5 billion medical manufacturing project tax credit to buildout and retrofit factories to meet increased PPE demand. It permits qualifying PPE manufacturers to receive a credit of 30% of a qualified investment for PPE production.

#### **Testing**

The GOP plan provides \$16 billion for testing, contact tracing and surveillance in states. This new funding, when combined with approximately \$9 billion that remains unallocated from the Paycheck Protection Program and Health Care Enhancement Act, would make \$25 billion available for these purposes.

# **Additional Emergency Appropriations for Coronavirus Health Response and Agency Operations**

#### Commerce, Justice, Science, and Related Agencies - \$4.747 billion

Department of Commerce (DOC) - \$968 million

• U.S. Census Bureau - \$448 million: The bill provides additional funding for field operations and data processing related to the 2020 Decennial Census.

#### Labor, HHS, Education, and Related Agencies - \$226.202 billion

Department of Health and Human Services (HHS) - \$118.4 billion

- Substance Abuse and Mental Health Services Administration (SAMHSA): The Republican proposal provides \$4.5 billion, including:
  - Mental Health Services Block Grant \$2 billion, of which, no less than 50 percent of funds shall be directed to behavioral health providers
  - O Substance Abuse and Prevention Treatment Block Grant \$1.5 billion
  - o Certified Community Behavioral Health Clinics \$600 million
  - Suicide Prevent Programs \$50 million

- Project AWARE \$100 million to support mental health once children return to school
- o Emergency Grants to States \$250 million for flexible emergency grants to states
- Centers for Medicare and Medicaid Services (CMS) \$150 million: The proposal includes \$150 million for CMS to increase survey frequency of skilled nursing facilities and nursing facilities.
- Administration for Children and Families (ACF) \$16.7 billion: The proposal provides \$16.7 billion, including:
  - Low Income Home Energy Assistance Program (LIHEAP)- \$1.5 billion to help low income households pay home heating and cooling bills.
  - Child Care: Child Care and Development Block Grant (CCDBG) \$5 billion for child care, including direct support for child care providers to help ensure working parents have access to child care so they can work or return to work; and \$10 billion for Back to Work Child Care Grants
  - Children and Families Services Programs \$190 million for family violence prevention and child welfare programs, to support services for particularly vulnerable families and populations.
- Administration for Community Living \$75 million for services targeted to older Americans and the disability community, including caregiver support, protection and advocacy, and home and community based support services.
- Centers for Disease Control and Prevention (CDC) \$3.4 billion for the CDC, including \$1.5 billion to continue supporting state, local and territorial public health needs; \$500 million to enhance seasonal influenza vaccination efforts; \$200 million to enhance global public health security efforts; and \$200 million to modernize public health data reporting.

#### Department of Labor (DOL) - \$2.5 billion

- Dislocated Worker Grants \$500 million for employment and training activities, including individual training accounts, incumbent worker training, transitional jobs, customized training, and on-the job training.
- Workforce Innovation and Opportunity Act State Grants \$450 million for adult, youth, and dislocated state grants for states and communities to respond to the workforce impacts and layoffs resulting from the coronavirus.
- State Unemployment Insurance and Employment Service Operations \$1.15 billion for states to process unemployment claims and make needed IT upgrades to their unemployment systems.

• Employment Service – \$350 million for reemployment services, job search assistance, placement assistance for job seekers, and services offered to employers such as referral of job seekers and special recruitment services.

#### Department of Homeland Security - \$3.014 billion

- Federal Emergency Management Agency (FEMA) \$150 million.
  - The proposal provides \$150 million to enhance operations and improve networks and facilities to respond to an unprecedented number of active disaster declarations, including those in all states and territories.
  - FEMA Grants \$930 million for emergency grant programs, including \$365,000,000 for Assistance to Firefighter Grants (AFG), \$365,000,000 for Staffing for Adequate Fire and Emergency Response Grants (SAFER), and \$200,000,000 for the Emergency Food and Shelter Program.

#### Transportation, HUD, and Related Agencies - \$13.351 billion

Department of Housing and Urban Development - \$3.2 billion

- Tenant-Based Rental Assistance \$2.2 billion to maintain current Section 8 voucher rental assistance for low-income families who are experiencing a loss of income from the coronavirus, which is roughly half of what was considered in the HEROES Act.
- Public Housing Operating Fund \$1 billion for assistance to Public Housing Agencies to maintain their public housing programs and help contain the spread of coronavirus in public housing properties. This funding supplements coronavirus-related reduced tenant rent payments.
- Directs HUD to renew all projects with existing grants expiring during calendar year 2021 funded through the Continuum of Care program.
- Does not contain any extension of the national eviction moratorium.

Department of Transportation (DOT) - \$10.151 billion

The GOP proposal extends the obligation period for 2018 BUILD grant funding through September 30, 2021. Another part of the bill, from Sen. Mitt Romney (R-UT) and others, would provide a series of bipartisan "supercommittees" charged with finding ways to make certain federal trust funds – including the Highway Trust Fund – solvent once again.

• Office of the Secretary – \$26.2 million for the Office of the Secretary's increased administrative expenses to implement activities related to coronavirus, including telework and cybersecurity needs, CARES Act oversight, improving the transportation operations center and purchasing PPE.

- Essential Air Service (EAS) \$75 million to maintain existing EAS service to rural communities, which is necessary to offset the reduction in overflight fees that help pay for the EAS program.
- Federal Aviation Administration (FAA) Operations \$50 million. The proposal provides \$50 million for the FAA's administrative costs related to air traffic control tower cleanings, janitorial services and supplies, and IT costs resulting from employees working from home.
- Airport Improvement Program (AIP) \$10 billion to maintain operations at our nation's airports that are facing a record drop in passengers. Funding will be distributed by statutory entitlement and enplanements formulas and may be used for operating expenses and debt service. Funding is also set aside to maintain contract tower operations.
- Federal Motor Carrier Safety Administration, Motor Carrier Safety Operations and Programs \$238,500. The proposal provides additional funding for increased administrative expenses to implement activities related to coronavirus.

# Holland & Knight

#### FY 2021 TRANSPORTATION FEDERAL FUNDING PRIORITIES FY 2021 FY 2020 FY 2021 FY 2021 President's **Enacted** Request House Senate **Department of Transportation** \$86.1 B \$89 B \$ 107.2 B **BUILD** \$1 B \$1 B \$1 B • Planning Grants \$15 M \$0 \$40 M Federal Aviation Administration (FAA) \$17.6 B \$17.5 B \$18.1 B Airport Improvement Program (AIP) \$400 M \$0 \$500 M \$49.98 B Federal-Aid Highways (FAST Act levels) \$46.36 B \$61.13 B Highway Infrastructure (funded from General Fund vs. HTF) \$2.166 B \$0 \$1 B Federal Motor Carrier Safety Grants \$391.1 M \$403.3 M \$501.2 M **National Highway Traffic Safety** Administration (NHTSA) \$989.3 M \$964.5 M \$1.3 B • Highway Traffic Safety Grants \$647.2 M \$623 M \$855.4 M \$2.79 B Federal Railroad Administration (FRA) \$1.99 B \$2.99 B Amtrak - Northeast Corridor \$700 M \$325.5 M \$750 M Amtrak – National Network \$1.3 B \$611 M \$1.3 B Magnetic Levitation Technology Deployment (MAGLEV) Program \$2 M \$0 \$5 M Federal-State Partnership for State of Good Repair \$200 M \$0 \$200 M Consolidated Rail Infrastructure \$330 M Safety (CRISI) Grants \$325 M \$500 M Federal Transit Administration (FTA) \$12.910 B \$13.211 B \$18.9 B Transit Formula Grants (FAST Act levels) \$10.1 B \$11 B \$15.9 B Transit Infrastructure (funded \$0 from Treasury vs. HTF) \$510 M \$510 M \$1.978 B \$1.888 B **Capital Investment Grants** \$2.175 B \$1.458 B New Starts \$0 \$1.25 B \$0 \$300 M \$525 M Core Capacity **Small Starts** \$100 M \$0 \$300 M **Expedited Project Delivery Pilot** \$100 M \$0 \$100 M Program MARAD Port Infrastructure Grants \$225 M \$0 \$300 M

#### **COVID Funding:**

The appropriations bill also includes an additional \$26 billion to "strengthen and make more resilient our nation's aging infrastructure" in response to the COVID-19 pandemic, including:

- \$3 billion for BUILD grants
- \$2.5 billion for discretionary airport grants
- \$5 billion for FRA CRISI grants
- \$8 billion for Amtrak, including \$5 billion for the Northeast Corridor and \$3 billion for the National Network
- \$5 billion for the FTA CIG program

## **House FY 2021 DOT Conference Report Language**

BUILD: The Committee recommendation provides \$1,000,000,000 for the national infrastructure investments program to support multimodal, multijurisdictional transportation projects that are more difficult to accomplish through traditional transportation programs. Key tenets of this program include its flexibility and the ability for any public entity to apply directly and not through a State department of transportation as is the case with many Federal transportation programs. BUILD also fosters collaboration and leverages non-Federal investments from private, State, and local sources. The Committee has consistently heard from communities large and small on the difference BUILD grants have made in improving safety, state of good repair, economic competitiveness, environmental sustainability, and quality of life. The Committee remains concerned that the Department continues to move away from the original intent of the program and has overemphasized road projects in fiscal years 2017, 2018, and 2019. In fiscal year 2019, the Department awarded 68 percent of the total funding available to 38 road projects. The remaining 32 percent of the funding was spread among 17 transit, rail, maritime, and aviation projects. The Department's prioritization of road projects comes mostly at the expense of transit-related projects, which on average received about 32 percent of awards between fiscal years 2009 and 2016. This also contradicted direction in the Consolidated Appropriations Act, 2019 (P.L. 116–6) to invest in a variety of transportation modes. The Committee strongly reminds the Department that highway and bridge projects have dedicated funding sources through Highway Trust Fund formula programs. Therefore, the Committee directs the Department to achieve a more equitable distribution of fiscal year 2021 funding to the transportation modes which have been underfunded in fiscal years 2017, 2018, and 2019; including transit projects, passenger and freight rail projects, port infrastructure improvement projects, bicycle and pedestrian projects, and multimodal infrastructure projects. The Committee is also disappointed with the Department's efforts to prioritize rural communities over urban communities. Despite direction in P.L. 116–6 to award 50 percent of the funding to rural and urban areas, respectively, the Department awarded \$449,708,055 to rural projects and \$433,763,168 to urban projects. Instead of distributing the \$16,528,777 in the administrative costs evenly across the rural and urban set-asides, the Department decided to take the vast majority—\$16,236,832 of the administrative costs from the urban set-aside. P.L. 116–94 requires the Department to assign the administrative costs evenly across the rural and urban set-asides and this Act continues that requirement. Further, to ensure a more equitable distribution of fiscal year 2021 funding, the Committee requires the Department to distribute awards based on the population of the United States. Specifically, 40 percent of the funding will support projects in rural areas with a population of 250,000 or less, and 60 percent of the funding will support projects in urban areas with a population greater than 250,000. These percentages directly correlate to the number of people living in these areas in the 2010 Census. The Committee also notes that investments in projects can have benefits far beyond the project location. For example, projects in urban areas can provide benefits to rural areas. Therefore, the Committee encourages the Department to consider the benefits of a project to the fullest extent possible and to include all relevant geographic areas. In addition, the Committee

urges the Department to consider projects in urban areas that use new and emerging technologies to improve traffic flow, enhance safety, and reduce congestion. The Committee reminds the Department and applicants that BUILD grants support a broad variety of transportation projects including, but not limited to, highway, bridge, or road projects; transit projects; passenger and freight rail projects, including high speed passenger rail; port infrastructure improvement projects; intermodal projects; bicycle and pedestrian projects; and multimodal infrastructure projects, including infrastructure reuse projects and projects that improve transportation safety and efficiency at ports, piers, and parks. The Committee also reiterates that applicants from all 50 States, the District of Columbia, and all U.S. territories are eligible to apply for BUILD grants. The Committee notes that despite their eligibility and having submitted 114 applications between fiscal years 2009 and 2019, the U.S. territories have been awarded only 3 projects over the life of the program. The Committee encourages the Department to fairly consider applications for projects located in the U.S. territories. Notice of funding opportunity (NOFO).—The Department's fiscal year 2020 NOFO again incorporates new criteria which the Department will use to evaluate and award grants. This contradicts the direction in P.L. 116–94 to consider and award projects based solely on the selection criteria from the fiscal year 2017 NOFO. The Committee directs the Department to only use the selection criteria from the fiscal year 2017 NOFO for fiscal year 2021.

Planning grants—The Committee recognizes that planning support can be critical for communities seeking to invest in infrastructure projects, including transit, transit-oriented development, and multimodal projects. The Committee provided funding for planning grants in fiscal years 2010, 2014, 2018, 2019, and 2020. Planning grants awarded in fiscal years 2010 and 2014 have spurred project development and, in turn, construction. The Committee is disappointed that the Department again did not award a single planning grant in fiscal year 2019. P.L. 116–94 requires the Department to use \$15,000,000 in fiscal year 2020 funding for planning grants, and the Committee is pleased that the Department's fiscal year 2020 NOFO complies with this directive. The Committee recommendation continues to support planning grants and requires the Department to award \$40,000,000 in grants for the planning, preparation, or design of projects. Of this amount, \$20,000,000 is provided for any eligible project and applicant with an emphasis on transit, transit-oriented development, and multimodal projects, and \$20,000,000 is provided for any eligible project located in or directly benefiting counties and census tracts experiencing persistent poverty or any territory or possession of the United States.

Planning grants to assist areas of persistent poverty—The Committee recognizes that planning support can be critical for communities seeking to invest in transportation infrastructure. Unfortunately, communities that lack the resources or expertise to adequately plan for such investments experience greater challenges in securing competitive grants to assist with project construction. Therefore, the Committee provides \$10,000,000 for a new competitive grant program for planning grants to assist areas of persistent poverty. These planning grants would support pre-construction activities including planning, engineering, design, environmental analysis, feasibility studies, and finance plans for highway, bridge, or road projects, bicycle and pedestrian projects, transit projects, passenger and freight rail projects, port infrastructure improvement projects, airport improvement projects, and intermodal projects that are located in or directly benefiting counties and census tracts experiencing persistent poverty or any territory or possession of the United States.

#### Planning, Research, and Development

Non-Traditional and Emerging Transportation Technology (NETT) Council – The Committee recognizes the growth and innovation in new transportation technologies that seek to improve safety, alleviate congestion and shorten commute times, expand access and mobility for rural and urban communities, and enable a more efficient flow of commercial goods. The Committee understands hyperloop technology is an emerging transportation concept that has the potential to fulfill some of these objectives. P.L. 116–94 directed the

Department, through the NETT Council, to conduct a study on new and emerging cross-modal transportation technologies, including hyperloop technology. The Committee looks forward to the NETT Council completing this study and directs the Department to brief the House and Senate Committees on Appropriations on the findings and recommendations no later than 30 days after the completion date set in P.L. 116–94. Further, the Committee provides \$2,000,000 for activities supporting such technologies that were initiated with funding provided in fiscal year 2020. Specifically, the Committee directs the Department to utilize fiscal year 2021 funding to conduct research to better understand the safety and regulatory needs of such technologies and to provide technical assistance to local and State governments for non-traditional and emerging technologies. The fiscal year 2021 funding may also be used to implement recommendations from the study conducted by the NETT Council. If the Department seeks to utilize the fiscal year 2021 funding to support these recommendations, then the Committee directs the Department to request and receive approval from the House and Senate Committees on Appropriations for the use of such funds.

Highly automated systems safety center of excellence (HASS COE)—As automated systems and technologies become increasingly widespread, the Committee continues to believe that the safety of the traveling public jointly depends on technology developers, owners and operators, and appropriate Federal regulations and effective oversight. The Committee appreciates the Department's efforts to date to launch the HASS COE as required by P.L. 116-94. As outlined in section 105 of P.L. 116-94, the HASS COE is intended to serve as a dedicated workforce at the Department capable of reviewing, assessing, and validating the safety of highly automated systems across all modes of transportation. To ensure the Department has the necessary expertise and capabilities within the HASS COE to collaborate with and provide support to all operating administrations, the Committee directs the Department to staff the HASS COE with full-time equivalents who have expertise in automation and human factors, computer science, data analytics, machine learning, sensors, and other technologies involving automated systems. This would fulfill the Committee's intent in fiscal year 2020 to allow the Department to hire the best and brightest in these fields, including direct hires from outside the Federal government like industry or academia as well as detailees from operating administrations or other Federal agencies. While section 105 of P.L. 116–94 provides the Department the flexibility to utilize detailees from operating administrations or other Federal agencies, the HASS COE shall not be solely comprised of detailees. Nor shall the HASS COE consist of part-time, fee-for-service experts or be staffed on a project-byproject basis. The needs and requests of the operating administrations should drive the work of the HASS COE; however, each new project should not require assembling a staff. The use of part-time, fee-for-service experts shall be limited in scope to emerging issues or incidents requiring capabilities not already provided by the fulltime experts within the HASS COE. The Committee maintains the importance of having a dedicated workforce at the Department through the HASS COE to build internal expertise and capacity in complex transportationbased systems to ensure automated technologies are safe and work as intended. Therefore, the Committee provides \$3,000,000 for the HASS COE for the Department to retain the expertise outlined in section 105 of P.L. 116–94 through a dedicated, full-time equivalent workforce. The Committee directs the Department to continue to consult with the House and Senate Committees on Appropriations on the HASS COE and to submit a staffing plan and budget for the HASS COE to the House and Senate Committees on Appropriations for approval no later than 60 days after enactment of this Act.

*UTCs*—The Committee continues to support UTCs, which are authorized under section 5505 of title 49, United States Code, and funded through the Federal Highway Administration consistent with the amounts authorized in the INVEST in America Act. The Committee is aware of the important role UTCs can play in conducting research and development activities on technologies for safe and efficient transportation that could reduce vehicle idling, decrease congestion, and manage urban arterials with scalable systems and real-time responsiveness. Further, the Committee encourages the Department to work with relevant UTCs to launch a

clearinghouse for new innovations by providing a platform for bridge and structure stakeholders to find technically robust and unbiased information and reports that evaluate innovations and accelerate acceptance and implementation of new bridge and structure materials and technologies.

### **Highways:**

Highway Infrastructure (funding provided from Treasury vs. Highway Trust Fund) – The Committee recommends a liquidating cash appropriation of \$61,869,000,000. This is the amount required to pay the outstanding obligations of the highway program at levels provided in the Act and prior appropriations Acts. The FAST Act provides contract authority for Highway programs funded from the Highway Trust Fund. This account provides additional funds from the General Fund of the Treasury for the programs funded by formula under the FAST Act and important safety and management priorities administered by the Federal Aid Highways Administration (FHWA). The Committee recommends \$1,000,000,000 for Highway Infrastructure Programs.

Nationally significant freight and highway (INFRA) projects— The Committee is concerned that the competitive grant process for INFRA includes limited transparency into the evaluation process. Consistent with the recommendations issued by the Government Accountability Office in GAO–19–541, as part of its annual report on the program, the Committee directs the Department to include a summary of each project for which an application was submitted and a single rating for each project's ability to fulfill the goals outlined in section 117(a)(2) of title 23, United States Code. More transparency would allow project sponsors to improve applications in future competitions and enhance public confidence that the Department has selected the most urgent projects of national and regional significance. Further, the Committee encourages the Department to give priority consideration to projects which address the needs of large metropolitan cities and increase the flow of commerce, including at ports, and to applicants which have demonstrated a successful track record of managing and implementing complex projects on time and on budget.

Safe systems—The Committee is aware of the critical work that FHWA is doing to define, support, and encourage adoption of a safe systems approach to reduce and eventually eliminate fatalities and serious injuries on our nation's roadways. The Committee directs FHWA to continue to work with the Road to Zero Coalition and other safety stakeholders to accelerate adoption of a safe systems approach by state and local transportation agencies. As part of establishing safe systems, cities nationwide are developing interagency Vision Zero plans to connect engineering, education, and enforcement with the goal of ending transportation deaths and serious injuries. The Committee directs FHWA to work with state and local stakeholders to facilitate the implementation of their Vision Zero plans and strategies.

Complete streets—The Committee is concerned about recent increases in cyclist and pedestrian fatalities and encourages the adoption of a complete streets design model in which roads and streets are designed and operated to enable safe access for all users, including but not limited to pedestrians, bicyclists, motorists, and transit riders across a broad spectrum of ages and abilities. To lay the groundwork for the adoption of a complete streets design model, the Committee directs FHWA to review its current policies, rules, and procedures to determine their impact on safety for road users, particularly those outside automobiles, and to report their findings to the House and Senate Committees on Appropriations within one year after enactment of this Act. Subsequently, the Committee directs the Department to disseminate best practices for complete streets to state and local highway partners.

Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)—Under the FAST Act, the ATCMTD has been able to fund 5 to 10 projects, annually, to make competitive grants for the development of model deployment sites for large scale installation and operation of advanced transportation

technologies with the goal of improving safety, efficiency, system performance, and return on investment. The levels of funding provided under this heading will allow the Department to increase research funding for additional advancements in such transportation technologies.

Cap park development—The Committee notes the growing interest in communities across the country in developing cap parks (also called a city deck park) in which a park is placed over a highway. These parks connect neighborhoods that have long been divided by highways and from other opportunities, reduce traffic congestion, improve air quality, and bring green space to communities. The Committee directs FHWA to analyze the benefits of such parks and to report to the House and Senate Committees on Appropriations within one year of enactment of this Act.

Congestion Mitigation and Air Quality (CMAQ)—CMAQ programs are essential to reducing congestion and improving air quality nationwide. One popular use of CMAQ funds is to create highoccupancy vehicle (HOV) lanes to help reduce congestion. The Committee directs the Department to study how HOV lanes help to reduce traffic congestion and facilitate states meeting their air quality goals. The Department should evaluate different options for the future of HOV lanes and report to the House and Senate Committees on Appropriation within one year after enactment of this Act. The Committee urges the FHWA to consider the feasibility of utilizing or deploying innovative technologies that provide traffic congestion relief, offer quick alternatives to costly road construction, result in safer roadways, provide positive protection, help eliminate crossover fatalities, offer flexibility, improve air quality, and decrease fuel consumption as part of any project the federal government provides financial support, on a reimbursable basis, for construction and repair through matching grants.

Surface Transportation Block Grant (STBG) program—The STBG program provides the most flexible funding available to states and Metropolitan Planning Organizations (MPOs). MPOs that represent transportation management areas of at least five million people are in particular need of assistance in order to expedite project delivery for surface transportation block grants. The Committee encourages the Secretary to provide technical assistance to expedite project delivery in such transportation management areas.

Coronavirus pandemic—The Committee recognizes the significant toll that the coronavirus-19 pandemic has taken on the budgets and staff of state departments of transportation. In conjunction with the authorized flexibilities provided for in the INVEST in America Act that will make \$14,742,808,640 available for operations and administrative expenses or to match other Federal funds, the Committee eliminates any requirements that states match Federal funds for most of the programs subject to the obligation limitation.

#### NHTSA:

Highway fatalities—Despite consistent progress, estimated highway fatalities still totaled more than 36,000 in 2019, with alcoholimpaired and speeding-related fatalities each totaling about onethird of that total. In addition, the national seat belt use rate has leveled off at about 90 percent, child safety restraint use needs to improve, distracted driving persists, motorcycle and pedestrian safety are an ongoing concern, and drugged driving and drivers impaired by multiple substances are emerging issues. Immediate steps must be taken to focus resources on a national campaign to save lives on the roadways. The Committee directs NHTSA to assert its leadership by developing and implementing such a national campaign, working with other federal agencies, the states, law enforcement, the public health community, industry, and others who can contribute to the goal of saving lives in an expedited manner. An initial report on the agency's plans and progress on this campaign should be provided to the House and Senate Appropriations Committees no later than one year after enactment of this Act. The report should include specific goals and any impediments to achieving those goals.

Pedestrian fatalities—The Committee remains alarmed at the increased number of pedestrian fatalities, which over the last 10 years, have soared to more than 6,000, or roughly one-sixth of all traffic deaths in the United States. Reducing these fatalities and injuries will take a concerted effort that includes enforcement of existing laws, changes in street design and engineering, and education of drivers and pedestrians. The Committee directs NHTSA to continue to work with FHWA and state and local stakeholders to conduct education and enforcement efforts in cities nationwide and to convene stakeholders to develop and publicize innovative solutions to reduce pedestrian fatalities. In addition, the Committee directs NHTSA to update data collection methodologies to evaluate pedestrian injuries and fatalities. In order to facilitate more robust risk analysis, NHTSA should partner with one or more academic institutions to develop modern pedestrian crash data collection protocols.

#### Rail

Federal-State Partnership For State Of Good Repair- \$200 million is recommended for this program. The Committee expressed concern that DOT limits project eligibility to final design and construction activities and to "not fund any preliminary engineering, environmental work, or related clearances." The FAST Act does not include such limitations for this grant program. Directs the Secretary to expand project eligibility in the fiscal year 2021 NOFO to include design, engineering, location surveys, mapping, environmental studies, and acquiring rights-of-way activities independently of or in conjunction with construction. Directs the Department to complete its work on the funding appropriated in fiscal year 2020 by December 20, 2020.

Consolidated Rail Infrastructure And Safety Improvements (CRISI)- The Committee recommendation provides \$500,000,000 for the CRISI grant program. Directs the Department to complete its work on the funding appropriated in fiscal year 2020 by October 15, 2020.

*Coronavirus* –The Committee recognizes the significant toll that the coronavirus pandemic has taken on the budgets and staff of State and local governments, Amtrak, and others. Therefore, the Committee eliminates the selection preference for projects which have a 50 percent or higher non-Federal match for the Federal-State partnership for state of good repair and CRISI grant programs for fiscal year 2021.

#### **Transit**

<u>Transit Formula Grants (funding provided from Treasury vs. Highway Trust Fund)</u> –

- Bus and bus facilities—The Committee supports the FAST Act's inclusion of competitive grants in the buses and bus facilities grant program and encourages FTA to follow the guidance set forth in the FAST Act when developing selection criteria for the program. Consistent with section 3017 of the FAST Act, the age and condition of buses, bus fleets, related equipment, and bus-related facilities should be the primary components of selection criteria. The amounts provided under this heading are in addition to the amounts provided under "Transit Formula Grants". \$374,000,000 is available for this program.
- Low and no emission bus grants—The Committee is pleased by the interest in low and no emission buses nationwide and provides \$125,000,000 under this heading, in addition to the amounts provided under "Transit Formula Grants", for FTA to continue this competitive grant program authorized in the FAST Act. As part of the criteria for the fiscal year 2021 Notice of Funding Opportunity, the Committee encourages the FTA to include evaluation criteria that considers the number of electric buses the applicant currently has in revenue service.

Transit-oriented development (TOD)—In the FAST Act, Congress authorized TOD projects as an eligible use for credit assistance under the Transportation Infrastructure Finance and Investment Act (TIFIA) and Railroad

Rehabilitation and Improvement Financing (RRIF) programs. The Committee notes with disappointment that the Department has not submitted a report required by House Report 116–106 summarizing potential TOD projects and applications and identifying statutory, regulatory, or administrative requirements that may be hindering the financing of TOD projects under TIFIA and RRIF. The Committee directs the Department to complete this report no later than 30 days after enactment of this Act.

Transportation accessibility and mobility—The Committee recognizes that availability, accessibility, and efficiency of transportation is essential for everyone to go about their daily lives and provide for themselves and their families. Transportation systems provide connections to job and economic opportunities, healthcare, childcare, education and workforce training, and many other services. However, some groups, including pregnant women, older adults, people with disabilities, and individuals of low income, may experience unique challenges with accessing or riding public transit, including making first and last mile connections, adjusting work schedules to align with transit schedules and, potentially, paying fares. The Committee recognizes the ongoing work by the Department to improve accessibility and mobility services and supports the goals of the Coordinating Council on Access and Mobility (CCAM), which is housed within the Federal Transit Administration (FTA). Within 30 days of completion of the CCAM report, which is expected in the Fall of 2020, the Committee directs the Department to brief the House and Senate Committees on Appropriations on the results of that report. To continue to increase accessibility in transportation, the Committee directs the Department to identify policy gaps in planning requirements, challenges or opportunities with Federal funding eligibilities in competitive grant and formula programs, and conduct research. In addition, the FTA shall complete an analysis of the challenges faced by and the accessibility of public transit for pregnant women within 1 year of enactment of this Act and post the analysis on their website.

Coronavirus – In conjunction with the authorized flexibilities provided for in the INVEST in America Act that will make \$5,794,851,538 available for operations and maintenance expenses or to match other Federal funds, the Committee eliminates requirements that states match Federal funds for certain amounts subject to the obligation limitation. The Committee directs that the flexibilities provided under this heading in this Act apply solely to funds newly obligated in fiscal year 2021. The Committee directs FTA to treat any funds previously obligated on grants as if those amounts were obligated with their original characteristics and Federal share. To facilitate administration of this provision, the Committee directs that these flexibilities be available to unobligated funds previously provided in prior Acts under the heading "Transit Infrastructure Grants" that were distributed by formula to urbanized areas or States. The Committee recognizes that projects in the Capital Investment Grant pipeline may be experiencing significant uncertainty both with financing plans and project timelines due to the effects of the coronavirus pandemic. The Committee notes that projects currently under construction and in the Engineering phase are facing significantly different economic circumstances than when the project sponsor, along with FTA, determined the maximum Federal share of project costs. The Committee directs FTA to work with sponsors who have projects in the Engineering phase that may need additional Federal contributions to revise upward the Federal share of the project costs and to provide technical assistance, as necessary, to all projects as project sponsors look to revise financial plans or project timelines as a result of the coronavirus pandemic. The Committee further directs FTA to consider all possible flexibilities for projects that currently have an FFGA including deferred local share or increasing the Federal share for such projects.

#### Airports/Aircraft Noise:

Community engagement and noise—Community concerns need to be considered as the national airspace system evolves. Both the FAA and the aviation industry need to provide meaningful opportunities for the public to learn about aviation technology, research, and operations and to communicate how the sum of these factors

affects their quality of life. The Committee provides an increase of \$5,000,000 for the FAA to hire additional staff to increase the FAA's community engagement capacity, including participating in community roundtables and meetings with local officials; for contractor support to make more data about aircraft positions and altitude publicly available; to prepare air traffic histories and analyses; and to conduct environmental reviews. Not later than 180 days after the date of enactment of this Act, the FAA shall submit a report to the House and Senate Committees on Appropriations, on the activities undertaken by the Regional Ombudsmen, who serve as the regional liaisons on issues regarding aircraft noise, pollution, and safety. Not later than 180 days after the date of enactment of this Act, the FAA shall provide a report to the House and Senate Committees on Appropriations cataloguing all FAA programs related to airport, aircraft, and environmental noise. Not later than 180 days after the date of enactment of this Act, the FAA shall provide a report to the House and Senate Committees on Appropriations describing the current FAA in-take and response process for noise complaints and the process expected after the Noise Complaint and Inquiry Database and Tracking System (Noise Portal) is implemented nationally. The Committee awaits the conclusion of the Administrator's ongoing review of the relationship between aircraft noise exposure and its effects on communities around airports, as required by of the FAA Reauthorization Act (P.L. 115–254), which is estimated to be in autumn 2020.

Sound insulation—The Committee directs the FAA to consider residences that were mitigated prior to 1993 with sound insulation as "unmitigated" if an airport can verify that the residences continue to fall within the latest day-night average sound level (DNL) 65 decibel (dB) contour, and have an interior noise level of DNL 45 dB or higher. The FAA should consider these residences as "unmitigated" because of uncertainty about whether the doors, windows, and other insulation installed would have achieved sufficient interior noise reductions as those manufactured and installed consistent with FAA standards. Any such retreatment should be limited to purchasing and installing windows and doors that conform to currently published FAA standards that would achieve a measurable reduction in interior noise levels.

Disease transmission—The FAA began as a safety agency and has diligently and dutifully remained so as the national airspace systems has grown in complexity, size, and sophistication. The Committee, however, believes that safety is more than people, products, and processes that promote an equal number of takeoffs and landings. The FAA is the Federal focal point for all aspects of aviation, including the risk of disease transmission. While the FAA may not be able to provide a definitive medical solution, it does have the power to convene the agencies and organizations that can. The coronavirus pandemic exposed a void in leadership with regards to contact tracing to identify aviation passengers possibly exposed to pathogens, the use of masks for aviation passengers and crewmembers, and recirculation of pathogens in airliner cabins. The Committee directs the FAA to inform the House and Senate Appropriations Committees if resources, new legislative authority, or clarifying existing legislative authority is needed to fill this void.

## Minute Action

**AGENDA ITEM: 22** 

Date: September 2, 2020

Subject:

Assembly Bill 1035

#### Recommendation:

Note action taken by the Legislative Policy Committee, on behalf of the San Bernardino Associated Governments (SBCOG), and consistent with the SBCOG 2019-2020 State Legislative Platform, at the August 4, 2020 Special Meeting of the Legislative Policy Committee. A SUPPORT position on Assembly Bill 1035 by Assembly members James Ramos and Chad Mayes was adopted.

#### Background:

San Bernardino County Transportation Authority (SBCTA) staff recommended that the Legislative Policy Committee, on behalf of the San Bernardino Associated Governments (SBCOG) take a support position on Assembly Bill 1035 (AB 1035). Per the SBCTA/SBCOG Fiscal Year 2019-2020 State Legislative Platform, SBCOG supports efforts to "Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region."

California's economic activity has plummeted in the wake of the coronavirus pandemic (COVID-19). It is critical that the state take action to help the economy recover by improving businesses' confidence to operate. Increased confidence translates to business investment, which would limit the economic damage caused during the crisis.

As small businesses are the backbone of our economy and the financial engine that will allow the state to recover post-COVID-19, they need liability protection to continue serving the public and providing necessary jobs. This is the time to encourage entrepreneurs and support small, struggling businesses. California is home to four million small businesses, according to a 2019 Small Business Administration Office of Advocacy report, and each one contributes significantly to our economic strength and employment. California cannot afford for these businesses to delay reopening due to fear of frivolous lawsuits.

California has recognized the need for protection from civil liability during times of crisis with the Emergency Services Act (Cal. Gov't. Code §§8550 et. seq.), while also allowing harmed individuals to seek redress for actions that rise to the level of gross negligence and willful misconduct.

AB 1035 would exempt a small business with 25 or fewer employees from liability for an injury or illness to a person due to coronavirus based on a claim that the person contracted COVID-19 while at that small business, or due to the actions of that small business. It would require the small business, for this exemption to apply, to have implemented and abided by all applicable state and local health laws, regulations, and protocols. AB 1035 would not permit this exemption to apply if the injury or illness resulted from a grossly negligent act or omission, willful or wanton misconduct, or unlawful discrimination by the business or an employee of the business. Finally, the bill would apply these provisions only during the timeframe in which the

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

state of emergency related to the COVID-19 pandemic is in effect and would be repealed on January 1, 2023.

AB 1035 is an urgency statute that would take effect immediately; it amends Civil Code section 1714.28 to provide:

- Protection from civil liability associated with third party claims that persons contracted the COVID-19 virus while at, or through, a place of business for small businesses with fewer than 25 employees, and their employees;
- Protection conditioned on such businesses implementing and abiding by the official health regulations and protocols of the State of California (State) or respective county plans approved by the State;
- Protection limited to the duration of the declared state of emergency; and
- Protection that allows harmed individuals redress for actions by private entities if they
  engage in unlawful discrimination, in a grossly negligent act or omission, or in willful or
  wanton misconduct.

AB 1035 is being supported by the following organizations:

County of San Bernardino

National Federation of Independent Businesses

American Council of Engineering Companies, California

American Indian Chamber of Commerce of California

Associated Building Contractors of Northern California

Bay Area Builders Exchange

Builders Exchange of Santa Clara County

California Asian Chamber of Commerce

California Association of REALTORS

California Association of Winegrape Growers

California Attractions and Parks Association

California Black Chamber of Commerce

California Builders Alliance

California Business Roundtable

California Chamber of Commerce

California Hispanic Chambers of Commerce

California Manufacturers & Technology Association

California Restaurant Association

California Retailers Association

California Small Business Association

Chamber of Commerce Alliance of Ventura and Santa Barbara Counties

Civil Justice Association of California

Foothill Partners, Inc. Real Estate and Urban Economics

Job Creators for Workplace Fairness

Kern County Builders' Exchange

Latin Business Association

Nevada County Contractors Association

North Coast Builders Exchange

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Official Police Garages Association of Los Angeles

Orange County Business Council

Placer County Contractors' Association

Sacramento Regional Builders Exchange

San Luis Obispo County Builders Exchange

Shasta County Builders Exchange

Stockton Builders Exchange

**Tulare-Kings Counties Builders** 

Ventura County Contractors Association

Valley Industry & Commerce Association

Western Manufactured Housing Communities

UCAN Chambers, including the following:

- El Dorado County Chamber of Commerce
- El Dorado Hills Chamber of Commerce
- Elk Grove Chamber of Commerce
- Folsom Chamber of Commerce
- Rancho Cordova Chamber of Commerce
- Roseville Area Chamber of Commerce
- United Chamber Advocacy Network
- Yuba Sutter Chamber of Commerce

The text of AB 1035 is attached to this item.

# Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and a support position was adopted by the Legislative Policy Committee, on behalf of the San Bernardino Associated Governments (SBCOG), and consistent with the SBCOG 2019-2020 State Legislative Platform, at the August 4, 2020 Special Meeting of the Legislative Policy Committee. SBCTA General Counsel has reviewed this item.

#### Responsible Staff:

Louis Vidaure, Management Analyst II

Approved Board of Directors Date: September 2, 2020

Witnessed By:

San Bernardino Council of Governments San Bernardino County Transportation Authority AMENDED IN SENATE JUNE 25, 2020

AMENDED IN SENATE MAY 23, 2019

AMENDED IN ASSEMBLY MAY 7, 2019

AMENDED IN ASSEMBLY APRIL 22, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

## ASSEMBLY BILL

No. 1035

Introduced by Assembly Member Mayes Members Ramos and Mayes (Coauthors: Assembly Members Cunningham and Gallagher) (Coauthor: Senator Wiener)

February 21, 2019

An act to amend Sections 1798.29 and 1798.82 of the Civil Code, relating to information privacy. An act to add and repeal Section 1714.28 of the Civil Code, relating to civil liability, and declaring the urgency thereof, to take effect immediately.

#### LEGISLATIVE COUNSEL'S DIGEST

AB 1035, as amended, Mayes Ramos. Personal information: data breaches. COVID-19 emergency: small businesses: immunity from civil liability.

Existing law, the California Emergency Services Act, permits the Governor to proclaim a state of emergency during conditions of disaster or of extreme peril to the safety of persons and property, including epidemics. Existing law provides that the proclamation takes effect immediately, affords specified powers to the Governor, and terminates upon further proclamation by the Governor or by concurrent resolution of the Legislature. The Governor proclaimed a state of emergency March 4, 2020, related to the COVID-19 pandemic.

Existing law generally provides that everyone is responsible, not only for the result of their willful acts, but also for an injury occasioned to another by that person's want of ordinary care or skill in the management of their property or person, except as specified.

This bill would exempt a small business with 25 or fewer employees from liability for an injury or illness to a person due to coronavirus (COVID-19) based on a claim that the person contracted COVID-19 while at that small business, or due to the actions of that small business. The bill would require the small business, for this exemption to apply, to have implemented and abided by all applicable state and local health laws, regulations, and protocols. The bill would not permit this exemption to apply if the injury or illness resulted from a grossly negligent act or omission, willful or wanton misconduct, or unlawful discrimination by the business or an employee of the business. The bill would apply these provisions only during the timeframe in which the state of emergency related to the COVID-19 pandemic is effective. The bill would repeal these provisions on January 1, 2023. The bill would include related legislative findings.

This bill would declare that it is to take effect immediately as an urgency statute.

(1) Existing law defines and regulates the use of personal information by businesses. Existing law requires a person or business, as defined, that owns or licenses computerized data that includes personal information to disclose, as specified, any breach of the security of the system following discovery or notification of the breach. Existing law requires the disclosure to be made in the most expedient time possible and without unreasonable delay consistent with the legitimate needs of law enforcement, as provided, and other security and investigative measures.

This bill would, instead, require a person or business, as defined, that owns or licenses computerized data that includes personal information to disclose a breach of the security of the system in the most expedient time possible and without unreasonable delay, but in no case more than 45 days, following discovery or notification of the breach, subject to the legitimate needs of law enforcement, as provided. The bill would make other conforming changes.

(2) Existing law, the Information Practices Act of 1977, requires a public agency, as defined, that owns or licenses computerized data that includes personal information to disclose a breach of the security of the

system in the most expedient time possible and without unreasonable delay following discovery or notification of the breach, as specified.

This bill would, instead, require an agency that owns or licenses computerized data that includes personal information to disclose a breach of the security of the system in the most expedient time possible and without unreasonable delay, but in no case longer than 45 days, following discovery or notification of the breach. The bill would additionally require an agency that was the source of a security breach to offer, in the notice of the breach, appropriate identity theft prevention and mitigation services at no cost to potential or actual victims of the breach, as specified.

The bill would also make nonsubstantive changes.

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Vote:  $\frac{\text{majority}}{2}$ . Appropriation: no. Fiscal committee:  $\frac{\text{yes-}no}{2}$ . State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares all of the 2 following:
- 3 (a) California's economic activity has plummeted in the wake 4 of the coronavirus (COVID-19) pandemic.
- (b) The depth and speed of the decline rivals that of the GreatDepression.
  - (c) It is therefore imperative that we act thoughtfully and courageously to recover from this devastating toll by improving business confidence to operate.
  - (d) Increased confidence translates to business investment, which, in turn, will help limit the economic damage caused during the crisis.
  - (e) As small businesses are the backbone of our economy and the financial engine that will allow the state to recover post-COVID-19, they need liability protection to continue serving the public and providing necessary jobs. California is home to 4,000,000 small businesses, according to a 2019 United States Small Business Administration Office of Advocacy report, and each one contributes significantly to our economic strength and employment.
- 21 (f) California cannot afford for small businesses to delay 22 reopening because of the fear of frivolous lawsuits.

**AB 1035** 

- 1 (g) This is a time to encourage entrepreneurs and support small, 2 struggling enterprises.
  - (h) California has recognized the need for protection from civil liability during times of crisis with the California Emergency Services Act (Chapter 7 (commencing with Sec. 8550 et. seq.) of Division 1 of Title 2 of the Government Code), while also allowing harmed individuals to seek redress for actions that rise to the level of gross negligence and willful misconduct.
  - (i) It is the intent of the Legislature, through this act, to protect small businesses, which continue to make significant contributions to economic development during these unprecedented times caused by the COVID-19 state of emergency.
  - SEC. 2. Section 1714.28 is added to the Civil Code, immediately following Section 1714.26, to read:
  - 1714.28. (a) A small business shall not be liable for an injury or illness to a person due to coronavirus (COVID-19) based on a claim that the person contracted COVID-19 while at that small business, or due to the actions of that small business, if the small business has implemented and abided by all applicable state and local health laws, regulations, and protocols.
  - (b) Subdivision (a) does not apply if the injury or illness resulted from a grossly negligent act or omission, willful or wanton misconduct, or unlawful discrimination by the business or an employee of the business.
  - (c) Subdivision (a) shall apply only during the timeframe in which the declared state of emergency due to the COVID-19 pandemic is in effect.
  - (d) For purposes of this section, "small business" means a business with 25 or fewer employees.
  - (e) This section shall remain in effect only until January 1, 2023, and as of that date is repealed.
  - SEC. 3. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to protect small businesses, which continue to make significant contributions to economic development during these unprecedented times caused by the COVID-19 state of emergency, as soon as possible, it is necessary for this act to take effect immediately.

All matter omitted in this version of the bill appears in the bill as amended in the Senate, May 23, 2019. (JR11)

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# Minute Action

**AGENDA ITEM: 23** 

Date: September 2, 2020

#### Subject:

Tunnel to Ontario International Airport - Memorandum of Understanding No. 21-1002463 with Ontario International Airport Authority, Procurement Structure, & Cancellation of Ontario International Airport Rail Access Alternatives Analysis

#### Recommendation:

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

- A. Cancel the Request for Proposals No. 20-1002369 for preparation of Alternatives Analysis for the Ontario International Airport (ONT) Rail Access Project.
- B. Approve Memorandum of Understanding No. 21-1002463 between San Bernardino County Transportation Authority (SBCTA) and Ontario International Airport Authority, for development of a tunnel connection between the Rancho Cucamonga Metrolink station and the ONT.
- C. Approve the allocation of an additional \$10,300,000, with specific fund sources to be recommended upon contract award, bringing the total funding allocated to the Tunnel to ONT Project to \$17,050,000.
- D. Approve a maximum annual allocation of \$2,330,000, to be escalated at 3% per year, for operations including annual expenses incurred directly by SBCTA. Specific fund sources to be allocated on an annual basis.
- E. Approve the release of a Request for Qualifications No. 21-1002450 in an effort to short-list qualified firms for the potential Tunnel to ONT Infrastructure Developer, upon General Counsel's approval as to form.

## Background:

The San Bernardino County Transportation Authority (SBCTA) and the Ontario International Airport Authority (OIAA) desire to advance a direct transit connection between the Metrolink San Bernardino Line (SBL) at the Rancho Cucamonga Metrolink station, and the Ontario International Airport (ONT), in an effort to mitigate traffic congestion surrounding ONT and provide an alternative zero-emission travel mode that connects to the broader rail network serving Southern California. OIAA gained local control of ONT in 2016 and, while a direct connection is not identified in Measure I because it was subsequent to the 2004 renewal of Measure I by San Bernardino County voters, managing congestion surrounding the airport is considered a priority in the region.

In March 2020, the SBCTA Board of Directors (Board) approved the release of Request for Proposals (RFP) No. 20-1002369 for preparation of an alternatives analysis (AA) for the ONT Rail Access Project. The AA was initiated after consultation in November 2019 with the Federal Transit Administration (FTA) and the ONT Roundtable stakeholder group, based on the traditional steps needed to fund and deliver a large federalized capital project such as a surface rail connection traversing five to eight miles across an urbanized area, and costing an estimated \$1 billion to \$1.5 billion. The total cost of the AA, including oversight and public outreach, is

Entity: San Bernardino County Transportation Authority

estimated to be approximately \$3 million. SBCTA staff initiated the RFP but later put it on hold in accordance with SBCTA Board direction.

Subsequent to initiating the RFP process, The Boring Company submitted an unsolicited proposal for delivery of the ONT Loop. It included an expedited delivery approach at a substantially reduced cost - approximately 5% of what the traditional surface rail project is estimated to cost. The service model proposed included the use of autonomous electric vehicles running in a subterranean direct connector between ONT and a possible future Metrolink station along the SBL near its intersection with the County-owned Deer Creek Channel. On June 3, 2020, the Board provided direction to defer the AA by a few months, to allow staff to determine the viability of a reduced cost tunnel option, Tunnel to ONT Project (Proposed Project), and the associated procurement structure. Further, on July 1, 2020, the Board allocated \$8.75 million towards development of the Proposed Project, awarded the associated legal services contract to facilitate development of the related procurement documents, and authorized the release of RFP No. 21-1002452 for Program Management Construction Management (PCM) Services. At this time, the total cost of the alternative approach under the Proposed Project is estimated to be \$65 million, for a minimalistic approach that maximizes the use of public rightof-way (ROW), minimizes/avoids private ROW acquisition, utilizes the surface station approach, and proceeds in an expeditious manner.

After internal analysis and discussion regarding the viability of the Proposed Project as a turn-key project, as well as input received from the OIAA and industry stakeholders, staff recommends cancelling the AA RFP No. 20-1002369 and proceeding with procuring an infrastructure developer to deliver the Proposed Project via a Developer Request for Qualifications (RFQ) and Developer RFP.

While staff has proceeded with expending funds for this effort related to development of the Developer RFQ, in accordance with the previous Board action, the funding typically used for Transit and Rail Programs is constrained. Staff has identified that an additional \$10.3 million is available, however, once allocated, it would deplete the anticipated uncommitted Valley revenue traditionally allocated towards transit capital expenditures through 2024. After 2024, capital funding starts to accumulate again. This takes into account the following committed capital programming actions:

- Revised revenue projections based on COVID-19 impacts.
- Fully programming the zero-emission bus needs based on the recently completed Countywide Zero-Emission Bus Study; staff does anticipate Omnitrans will continue to seek grants for this unfunded mandate.
- \$97 million for Gold Line to Montclair, which is awaiting supplemental funding for Los Angeles County needed to proceed past Pomona based on construction bids received.
- \$359 million for the Redlands Passenger Rail Project, which is approximately 70% complete, plus a yet-to-be Board approved additional contingency of \$7.8 million for unforeseen events.
- \$287 million for West Valley Connector, which received environmental approval in May 2020, has two outstanding grant requests of at least \$65 million pending, and for which staff has identified a potential \$20 million cost reduction pending further verification and action.

- \$2.2 million for Double Track Lilac to Rancho; additional funding dependent upon future grant efforts.
- \$3.5 million for Rancho Cucamonga Metrolink Station Transit Oriented Development.
- \$30 million for Zero-Emission Multiple Unit (ZEMU) effort plus \$7.5 million in future years for conversion of three Diesel Multiple Units. Staff will be seeking additional grant funds for the initial ZEMU effort which is expected to exceed \$30 million.
- \$4 million for Shortway Quiet Zone, which is currently on hold.
- Maintaining Omnitrans' formula share of capital funds.
- Maintaining Southern California Regional Rail Authority's formula share of capital funds.

Based upon the programming outlined above, staff recommends the Board approve an additional allocation of \$8.3 million in Valley Transit Capital Funds to the Proposed Project, with the sources of funds to be recommended upon contract award. SBCTA wants to make sure the Board understands that action will fully allocate the funding typically available for new transit capital efforts or cost increases on existing projects through 2024, exclusive of the receipt of outside grant funding. With this additional allocation, staff believes there will be adequate funding to progress through preliminary engineering and environmental approval, with some residual funds left for future phases. This includes the cost of continued legal services and the associated PCM services needed to support completion of the preliminary engineering and environmental approval. At this time, based on the above programming and revenue assumptions, outside grant funding is needed to progress with ROW acquisition and construction.

Progressing further will be managed with multiple Notices to Proceed (NTP), in both the larger Developer contract, which is better defined below, and the needed supporting PCM services contract. Additionally, PCM RFP No. 21-1002452, which was approved by the Board on July 1, 2020, has not been released. Upon further analysis of the funding constraints of Transit and Rail Programs, staff delayed its release pending Board action on the allocation of additional funding, and full disclosure on the limited formula funding available. In addition, staff is still working with the FTA to verify that they are the lead agency for contracting purposes, which is needed to ensure the correct federal provisions are included in PCM RFP No. 21-1002452.

In addition, staff estimates this capital commitment would require future programming of approximately \$2.3 million annually toward operations of the tunnel and oversight agency related costs, escalated at 3.5% per year. Annual operating funding will be presented for approval on an annual basis. This would fully allocate all projected uncommitted operating funds through 2040, which includes State Transit Assistance Funds, Local Transportation Funds, and Measure I Rail and Bus Rapid Transit funds. However, it should be noted that after 2024, there are certain "capital" sources of funds that can, and often do, supplement the operating funds, particularly for preventative maintenance costs. This takes into account the following committed operations programming actions:

- Revised revenue projections based on COVID-19 impacts.
- \$1.8 million annually for future Gold Line operations (San Bernardino County share).
- \$10 million annually for future Arrow service, currently under review and expected to be decreased based on recent changes to Metrolink's operating contract.

- \$3.4 million annually for future West Valley Connector operations plus supplemental funding of \$610,000 annually for enhanced service on Haven Avenue in the City of Rancho Cucamonga.
- Maintaining funding for Omnitrans at the agreed upon level with a 3.5% annual increase for operations.
- Maintaining funding for Metrolink based on historic levels, plus a 5% annual increase for operations.
- Maintaining funding for Railroad ROW Management at its current level, plus an annual increase of 3%.
- \$2 million for the Vanpool Program; future funding beyond 2022 to come from net increase in FTA formula funds based on usage reporting.
- \$2.4 million for the Rideshare Program, expected to last through 2022; currently no future funding programmed.
- \$426,000 for the Private Transportation Provider Pilot Program for ONT Access.
- Maintaining staff, staff augmentation, and office space costs at their current expected level.

Staff is requesting authorization to release Developer RFQ No. 21-1002450, which is included with this item, to prospective entities or groups of entities interested in undertaking the Proposed Project, to construct the tunnel connection from the Rancho Cucamonga Metrolink station to ONT. SBCTA is procuring the Proposed Project utilizing a design-build and transitional operate-maintain methodology and intends to enter into a contract with the Preferred Proposer (Developer) following the completion of a procurement process including the Developer RFQ, followed by a short-list of qualified proposers based on the Statement of Qualifications received, and finally a Developer RFP progression to determine the best-value entity to deliver the Proposed Project. As discussed above, the contract will include multiple phases managed via an estimated four (4) separate NTPs, and if SBCTA determines to proceed following the completion of all necessary Environmental Reviews, is ultimately intended to deliver the Proposed Project in a turn-key manner. This includes, but is not limited to, environmental approval, preliminary engineering, permitting, ROW acquisition (aside from eminent domain), utility relocation, design, and construction, as well as a further transitional period of operations and maintenance in accordance with the chosen procurement alternative.

The Developer will be required to deliver the Project for a total not-to-exceed public contribution set forth in the RFP, which is currently estimated at \$45 million. This estimate is based on a longer tunnel than previously discussed, the surface station at the Rancho Cucamonga Metrolink station to be coordinated with pending improvements related to XpressWest and the West Valley Connector, and two surface stations at ONT serving the existing terminals as shown on Attachment A. As there are plans to expand ONT, OIAA has requested to carry forth a single underground station option as well, which is also included in the proposed Developer RFQ, but not in the above estimated cost. Staff is targeting September 24, 2020 as the release date for the Developer RFQ and allowing 8 weeks for potential proposers to respond and submit by November 19, 2020. Staff will evaluate and short-list firms by January 2021. This will be followed by a Developer RFP, for which staff is targeting a release date in March 2021, and subsequent contract award in August 2021; full funding of which relies on an infusion of outside grant funding and concurrence and approval from the Board. The Proposed Project will not progress to ROW acquisition or construction without successful environmental clearance under San Bernardino County Transportation Authority

the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as required. The first NTP will allow for preliminary engineering and environmental clearance efforts; the second NTP will cover the final design, identify ROW acquisition requirements, and development of utility relocation matrices (no relocations); the third NTP will allow for ROW acquisition, utility relocations and construction, as well as vehicle procurement; and the fourth NTP will cover operations and maintenance.

As SBCTA is committed to working closely with OIAA, staff has developed a Memorandum of Understanding (MOU) No. 21-1002463, which provides general terms of agreement on the roles and responsibilities for SBCTA and OIAA for development of a direct connection to ONT, which will be further defined in a project specific cooperative agreement should the Proposed Project proceed beyond preliminary engineering and environmental approval. It memorializes that, consistent with directions by the SBCTA Board, SBCTA will diligently pursue the required capital and operations funding for a baseline single subsurface tunnel from the Rancho Cucamonga Metrolink station to the ONT property, including a station at the Rancho Cucamonga Metrolink station and up to two surface stations at ONT. In addition to ensuring a coordinated effort on reviewing this potential option and working together to develop other possible options for discussion, analysis, and environmental consideration, the MOU provides that SBCTA will be responsible for delivery of the project. More details on the roles and responsibilities are available in the MOU which is included with this item. No funding will be exchanged under this MOU; this will be addressed in the more detailed cooperative agreement once the project is developed further. The OIAA Commission approved the MOU on August 27, 2020.

## Financial Impact:

This item is not consistent with the Fiscal Year 2020/2021 Budget. An administrative budget amendment is sufficient to proceed with development and release of the PCM RFP and Developer RFP. A future budget amendment will be presented to the Board of Directors with the proposed award of the PCM Contract.

#### 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 the draft MOU and RFQ.

#### Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved Board of Directors Date: September 2, 2020

Witnessed By:

			Contract S	Summary Sheet			
			General Con	tract Information			
Contract No:	21-100246	3 Amendr	ment No.:				
Contract Class:	Receiv	able	Department:	Trans	it		
Customer ID:	03646	Cus	tomer Name: Onta	ario International Airp	oort Authority		
Description:	Tunnel to O	ntario Interna	ational Airport - Mo	OU between SBCTA a	nd OIAA		
List Any Accounts F	Payable Rela	ted Contract N	Nos.:				
			Dolla	r Amount			
Original Contract		\$	-	Original Contingency	У	\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendme		\$	-	Current Amendmen	t	\$	-
Total/Revised Con	tract Value	\$	-	Total Contingency V		\$	-
		Total [		ontract Value and Co	ontingency)	\$	-
	_			Authorization			
Board of Directo	ors Dat		02/2020	Board		Item # 6894	
Zero Dollar		Cor	MOU/COOP/JPA	nt (Internal Purposes	Only)		
Zero Boliai				ts Receivable			
Total Contract Funding	: \$			unding Agreement No:		N/A	
Beginning POP Date:		N/A		. N/A			
Expiration Date:	10	0/01/2022	_		•		
Fund Prog Task GL:	Sub-		ict Funding: - - - - - - -	Fund Prog Task GL:	Sub- Task Revenue	Total Contract Funding:	
Carri	ie Schindler			Carri	e Schindler		
Project Mar	nager (Print	Name)		Task Mana	ger (Print Name)		
Additional Notes:							

#### MEMORANDUM OF UNDERSTANDING NO. 21-1002463

#### **BETWEEN**

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### AND

#### ONTARIO INTERNATIONAL AIRPORT AUTHORITY

#### REGARDING

## POTENTIAL TUNNEL TO ONTARIO INTERNATIONAL AIRPORT

#### I. PARTIES AND TERMS

- A. This Memorandum of Understanding ("MOU") is made and entered into this \_\_ day of \_\_\_\_\_, 2020, by and between the San Bernardino County Transportation Authority ("SBCTA"), acting by and through its Governing Board, and the Ontario International Airport Authority ("OIAA"), acting by and through its Governing Board. SBCTA and OIAA shall be individually or collectively, as applicable, be known as "Party" or "Parties".
- B. The goal of this MOU is to memorialize OIAA's and SBCTA's agreement to work in close collaboration regarding development of a proposed project for a possible direct transit connection between the Metrolink San Bernardino Line and Ontario International Airport ("ONT").
- C. This MOU shall be in full force and effect when signed by all Parties following their respective required authorization processes. The term of this MOU shall expire on October 1, 2022, unless terminated earlier pursuant to Section 1, Paragraph D and/or Section V, Paragraph E of this MOU. Prior to expiration of this MOU, the Parties intend to enter into a cooperative agreement detailing the roles and responsibilities of the respective Parties that encompasses all phases of the Proposed Project through construction. Such future cooperative agreement will require approval of the Parties' respective governing Boards.
- D. If any Party to this MOU determines that it wishes to no longer be a party to this MOU, then the Party shall provide notice to the other Part at least sixty (60) days in advance of the specified date of termination of the MOU. The Parties commit to work together to resolve any issues and negotiate an updated MOU at least thirty (30) days in advance of the specified date of termination of the MOU. If the Parties are unable to reach agreement, the MOU shall terminate on the date specified in the notification.
- E. This MOU is subject to modification and/or amendment if required by the results of the Request for Qualification ("RFQ") and subsequent Request for Proposal ("RFP") processes, and/or any evaluation of alternatives or mitigation measures necessitated by the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) or any other related and applicable laws ("Environmental Laws").

## II. RECITALS

- A. WHEREAS, the Parties, consistent with their respective legal authorities, desire to advance a direct transit connection between the Metrolink San Bernardino Line and Ontario International Airport (ONT) in an effort to mitigate future traffic congestion and emissions surrounding ONT and provide an alternative zero-emission travel mode that connects to the broader rail network serving Southern California in accordance with Environmental Laws; and
- B. **WHEREAS,** OIAA gained local control of ONT in 2016 and, while a direct connection is not identified in Measure I because it was subsequent to the renewal of Measure I by San Bernardino County voters in 2004, managing future congestion and emissions surrounding ONT is considered a priority in the region; and
- C. WHEREAS, this MOU is intended to memorialize the Parties' desire to connect ONT to the broader rail network serving Southern California in accordance with Environmental Law, and generally define agency roles and responsibilities which will be further defined in a project specific cooperative agreement should the Proposed Project proceed beyond preliminary engineering and environmental approval; and
- D. **WHEREAS,** this MOU is not intended to limit Airport growth nor limit the Airport's ability to seek incentive or grant funding through federal, state and local programs which, in certain cases, require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emission reductions; and
- E. WHEREAS, the Ontario International Airport ("ONT") Roundtable ("Roundtable") was cosponsored and formed by the OIAA and SBCTA agencies in 2018 and currently includes representatives from ONT, OIAA, SBCTA, Inland Empire Economic Partnership, Cal State University San Bernardino, San Bernardino County, City of Ontario, Ontario Convention & Visitors Bureau, Lewis Group of Companies, Esri, University of Redlands, Southern California News Group, Southern California Gas Co., Southern California Association of Governments, Bank of America, Inland Empire Community Foundation, Greater Ontario Business Council, Inland Action and other organizations. The Roundtable provides a forum to bring stakeholders together to facilitate discussions regarding efficient, effective, and sustainable access to the Airport, which includes a direct connection from public transportation to ONT; and
- F. WHEREAS, SBCTA has been presented with information that a subsurface tunnel option may be feasible with reduced construction impacts, no at-grade crossings/limited disruptions to the traveling public, serviced by zero-emission vehicles, with the technological potential to be autonomous, providing a direct connection between the Rancho Cucamonga Metrolink Station along the San Bernardino Line and ONT; and
- G. **WHEREAS,** the Parties are reviewing this identified potential option and coordinating and working together to develop other possible options and a defined "Proposed Project" for discussion, analysis, and environmental consideration; and
- H. **WHEREAS,** on June 2, 2020, SBCTA staff presented the Roundtable with a summary of the subsurface tunnel possibility and potential of moving forward with a possible option for a Proposed Project on a reduced timeline and at a substantially lower cost than the surface connections previously studied; and

- I. WHEREAS, on June 3, 2020, the SBCTA Board of Directors provided staff direction to move forward with additional preliminary study to further refine the Proposed Project and, to report back to the SBCTA Board of Directors on September 2, 2020, for further direction on the proposed procurement structure, operating structure, and funding strategy for the Proposed Project. The OIAA Board of Commissioners will be provided information related to the Proposed Project on August 27, 2020. The Parties acknowledge that any approval by SBCTA or OIAA of a final Proposed Project must be in compliance with Environmental Laws; and
- J. WHEREAS, SBCTA staff continues researching the procurement structure of the Proposed Project in collaboration with the OIAA and other stakeholders, as appropriate, to identify capital infrastructure needs, operational characteristics, and cost estimates as part of a future Request for Qualifications ("RFQ") and/or Request for Proposals ("RFP"), including multiple Notice(s) to Proceed ("NTP") to be released at a future date; and
- K. **WHEREAS,** the Parties specifically disavow any desire or intention to create any third-party beneficiary under this MOU, and specifically declare that no person or entity shall have any remedy or right of enforcement; and
- L. **WHEREAS,** this MOU addresses only the voluntary cooperative efforts between SBCTA and OIAA and does not supersede legal, regulatory, or contractual obligations that OIAA is subject to such as U.S. Department of Transportation (USDOT) or FAA regulations; federal statutes, including the Anti-Head Tax Act (AHTA), the Federal Aviation Act, and the Airline Deregulation Act; international treaties; or the doctrines of federal preemption, the dormant Commerce Clause, and the Supremacy Clause.

**NOW, THEREFORE,** in consideration of the mutual interests and benefits of all parties to be derived from a transit option to ONT and the future traffic and emission reductions and other benefits, SBCTA and OIAA agree to the following:

# III. SBCTA RESPONSIBILITIES

- A. To act as the Proposed Project lead agency, consistent with SBCTA Board of Directors' direction, for environmental review and analysis of the Proposed Project, and subject to compliance with Environmental Laws, for design, right of way, and construction.
- B. To fund the environmental review and analysis related to the Proposed Project, and diligently pursue the required capital funding for the minimum Proposed Project improvements and identify funding for the future operations, subject to the results of any applicable environmental review. For the purposes of this MOU, the minimum Proposed Project improvements include a single tunnel to ONT, and up to three baseline surface stations of which one is located at the Rancho Cucamonga Metrolink Station and two are located on ONT property within the vicinity of Terminal 2 and Terminal 4.
- C. Develop an RFQ and RFP to further refine and develop the Proposed Project for environmental review and analysis, prepare necessary technical studies and prepare necessary environmental analysis under Environmental Laws. SBCTA will be the lead agency under CEQA and as such will be responsible for all lead agency responsibilities and obligations, including, but not limited to, litigation defense costs. OIAA will be a responsible agency under CEQA.

- D. Coordinate with OIAA on defining the Proposed Project and preparing the RFQ and RFP documents and provide opportunities to OIAA staff for review, input, and approval at key milestones during the process. SBCTA shall also ensure OIAA staff opportunities for input, review and approvals during the environmental review process. This includes development of the final RFQ and RFP language related to peak hour passenger demand requirements. Additional coordination efforts will be required, as necessary, to ensure close and meaningful dialogue between the agencies.
- E. Assign a qualified member of staff to coordinate with OIAA to facilitate coordination and review related to Proposed Project.

#### IV. OIAA RESPONSIBLITIES

- A. Identify potential operating parameters and requirements for the potential elements of the Proposed Project on OIAA property, including, but not limited to, where surface transit station(s) may potentially be located, available space, and transit passenger parameters for facilitating service to/from ONT for the RFP based on information received in the Statement of Qualifications as a result of the RFQ issuance. OIAA will work to provide this information in a timely manner so not as to unnecessarily delay issuance of the RFP.
- B. Support grant funding efforts for the Proposed Project, subject to compliance with Federal Aviation Administration, Environmental Laws, and other local, state and federal requirements.
- C. In carrying out the above-referenced responsibilities, OIAA shall retain the authority and discretion provided under Public Resources Code sections 21002.1(d) and 21081, as well as CEQA Guidelines sections 15041, 15042, 15050, and 15096, and to consider alternatives identified pursuant to CEQA Guidelines section 15126.6. Nothing in this Agreement shall be interpreted as requiring or authorizing OIAA's approval of any project prior to compliance with applicable requirements of the Environmental Laws.
- D. Pursue any necessary approval(s) from the airlines, FAA and other possible discretionary agency approvals necessary for the improvements on OIAA property.

#### V. MISCELLANEOUS & MUTUAL RESPONSIBILITIES

- A. OIAA and SBCTA will continue their coordination efforts and share data and technical information related to the Proposed Project; review, share information and provide input to ongoing studies and development of RFQ and RFP; and provide information for briefings to OIAA and SBCTA Board of Directors. Staff will engage in continuous coordination as needed, with, at a minimum, bi-weekly meeting(s) via teleconference and in person meetings, to the extent possible and necessary, to share and discuss information.
- B. OIAA/SBCTA will seek input from the Roundtable regarding the Proposed Project throughout the process. This Roundtable will be one of the important forums for review and feedback on the Proposed Project during the coordination, and subsequent RFQ and RFP processes, but does not replace or substitute for the legally required public review and comment process consistent with the requirements of Environmental Laws.
- C. The Parties will abide by all applicable Federal, State and Local laws and regulations pertaining to the Proposed Project.

- D. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OIAA under or in connection with any work, authority, jurisdiction or responsibilities delegated to OIAA under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, OIAA shall fully defend, indemnify and save harmless SBCTA, its officers and employees, from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by OIAA under or in connection with any work, authority, jurisdiction or responsibilities delegated to OIAA under this MOU. OIAA's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- E. Neither OIAA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority, jurisdiction or responsibilities delegated to SBCTA under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless OIAA, its officers and employees, from all claims, fees, costs, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8), or any alleged violation of CEQA, occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority, jurisdiction or responsibilities delegated to SBCTA under this MOU. SBCTA's indemnification obligation applies to OIAA's "active" as well as "passive" negligence but does not apply to OIAA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- F. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the Proposed Project. For OIAA, that person will be the Director of Planning, or an alternate designated by the Chief Executive Officer. For SBCTA, that person shall be the Director of Transit & Rail. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

OIAA	SBCTA
Ontario International Airport Authority	San Bernardino County Transportation Authority
1923 E. Avion Street	1170 W. 3rd Street
Ontario CA 91761	San Bernardino, CA 92410-1715
ATTN: Chief Executive Officer	ATTN: Executive Director
CC: Michelle Brantley	CC: Carrie Schindler

- G. This MOU does not restrict any future agreements between the Parties with respect to the subject matter stated herein or any other subject matter.
- H. This MOU constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein, as of the Effective Date. This MOU shall not be amended except in writing, signed by the Parties, which expressly refers to this MOU. The Parties contemplate entering one or more cooperative agreements as the project is defined and progresses, prior to the expiration of this MOU.

- I. The Recitals to this MOU are true and correct and are incorporated accordingly.
- J. Except as expressly stated herein, nothing in this MOU shall be construed as a waiver of any Party's discretionary authority or deemed to restrict authority granted to any Party under law in any way with respect to future legislative, administrative, or other actions.
- K. The signature pages of this MOU are being executed in counterparts by authorized signatories of the Parties following the approvals by their respective public agency governing boards. When both Parties have signed, all executed counterparts taken together shall constitute one and the same instrument.
- L. Each signatory of this MOU represents that s/he is authorized to execute on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under the MOU.



IN WITNESS WHEREOF, SBCTA and OIAA have executed this MOU below.

	BERNARDINO COUNTY ISPORTATION AUTHORITY	AUTHORITY		
By:	Frank J. Navarro President, SBCTA Board of Directors	By: Alan D. Wapner President, OIAA Commission		
Date:		Date:		
	OVED AS TO FORM AND EDURE:	APPROVED AS TO FORM AND PROCEDURE:		
By:	Julianna K. Tillquist General Counsel	By: Lori D. Ballance General Counsel		
Date:		Date:		



# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY REQUEST FOR QUALIFICATIONS (21-1002450)

FOR THE

# **TUNNEL TO ONTARIO PROJECT**

RFQ Issuance Date: September 24, 2020

SOQ Submission Deadline: 12:00 pm PT, November 19, 2020

SBCTA 1170 W. Third St., Second Floor San Bernardino, CA 92410-1715

RFQ Procurement Contact: Jeffery Hill, Procurement Manager



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Form 8: Safety Record Questionnaire

Form 9: Key Personnel

Form 10: Impacts and Coordination Questionnaire

Form 11: Credit Ratings

Form 12: Indicative Schedule of Values





# PART A: PROJECT INTRODUCTION

#### 1. INTRODUCTION TO THE PROJECT

#### 1.1 Project Overview

San Bernardino County Transportation Authority ("SBCTA") presents this Request for Qualifications (as modified by any addenda, this "RFQ") to prospective entities or groups of entities interested in undertaking the project to construct a tunnel connection from the Rancho Cucamonga Metrolink Station to the Ontario International Airport ("ONT") (the "Project"). SBCTA is procuring the Project utilizing a design-build and transitional operate-maintain methodology and intends to enter into a contract with the Preferred Proposer following the completion of the procurement process set out in this RFQ (the "Contract"). The Contract will include multiple phases and, if SBCTA determines to proceed following the completion of all necessary Environmental Reviews, is ultimately intended to deliver the Project in a turnkey manner, including, but not limited to, ROW acquisition, utility relocation, design, and construction, as well as a further transitional period of operations and maintenance of the Project in accordance with the chosen procurement alternative. The Developer will be required to deliver the Project for a total cost not-to-exceed the public contributions set forth in this RFQ.

Overall, the work for the Project would generally consist of the design and construction of an approximately 4-mile underground tunnel connecting the Rancho Cucamonga Metrolink Station to the Ontario International Airport with two above ground stations at ONT<sup>2</sup> and one at the Rancho Cucamonga Metrolink Station. The Project further includes operating and maintaining the Project to meet specified KPIs for the O&M Period.

SBCTA, in partnership and cooperation with the County, OIAA, the City of Rancho Cucamonga, and the City of Ontario presents this RFQ to prospective entities or groups of entities interested in undertaking the Project.

The PCM will administer the Contract on behalf of SBCTA, provide review services on behalf of SBCTA for all Developer design submittals, and provide construction management and verification of the Developer's construction operations and work product on behalf of SBCTA.

The estimated cost of the DB Work is \$45 million and the cost of the overall Project is estimated to be less than \$65 million. This excludes operations and maintenance.

Note to Proposers: For clarity and brevity, SBCTA has used the term "Project" to refer to the subject matter of this RFP. Proposers should note, however, that neither the issuance of the RFP nor any action taken thereunder is an "approval" of a "project" as those terms are defined under CEQA. Until any necessary CEQA compliance is complete, SBCTA will take no action that would (a) have a significant adverse effect on the environment or (b) limit SBCTA's choice of alternatives or mitigation measures.

**Note to Proposers**: ONT is continuing to evaluate the possibility of one centrally located underground station instead of two above ground stations. This is not reflected in the estimated cost of the DB Work at this time.



# 1.2 Project Purpose and Scope

- a. The purpose of the Project is to provide a fast and low-cost connection to the Southern California regional rail/transit system for air passengers and other users of ONT. The scope of the Project is to construct a tunnel connection from the Rancho Cucamonga Metrolink Station to ONT utilizing a single contract for preliminary engineering, environmental, design, right of way, utility work, construction, operations, and maintenance.
- b. Specifically, key attributes of the Project (which are not listed in order of importance) include:
  - reliable trip time and ability to accommodate capacity during peak demand;
  - ii. minimizing wait times for those using the system to transfer to and from Metrolink trains and other transit services feeding the Rancho Cucamonga station over the majority of the day;
  - iii. promoting sustainable travel and livability for the region;
  - iv. providing a convenient, safe, and reliable method of transportation connecting the ONT passenger terminals to the regional transit network;
  - v. minimizing environmental impacts and ROW acquisitions;
  - vi. use of flexible design, construction, and technology so as to ease the transition to autonomous vehicles in the future:
  - vii. commencement of service by no later than mid-2024; and
  - viii. promote a safe work environment throughout the duration of the Project.

#### 1.3 State and Federal Law Position

SBCTA is issuing this RFQ and carrying out the procurement as described below in accordance with the provisions of California Public Contract Code § 22160 et. seq. (the "DB Law") (or in the alternative, under California Government Code § 5956 et. seq. (the "IFA") as discussed further in Section 10), other applicable provisions of Applicable Law, and SBCTA's Contracting and Procurement Policy. Pursuant to the DB Law, the California Legislature has authorized regional transportation agencies to award design-build contracts for transit capital projects. The contracts may be awarded on the basis lowest bid or best value, as determined by the regional transportation agency.

#### 2. PROCUREMENT PROCESS

SBCTA intends to procure this Project under the DB Law or in the alternative, under the IFA, with the goal of delivering the Project via the alternative that provides the overall best value to SBCTA. Proposers may choose to include in the Proposals the alternative under the IFA, as set forth in Section 10. No Proposer will obtain a scoring advantage by submitting Proposals for both types of procurements.

The procurement process includes the following steps: (i) issuance of a request for qualifications; (ii) submittal of statements of qualifications; (iii) evaluation of submittals



and Shortlisting of Proposers; (iv) issuance of a request for proposals to Shortlisted proposers; (iv) submittal of proposals; (v) evaluation of proposals; (vi) proposer selection; and (vii) award and execution of the Contract.

SBCTA has elected to proceed with a two-stage procurement process for the Project as set forth below. Subject to the terms of this RFQ, SBCTA is proceeding with this process in line with the Project Goals set out in Section 1.2 and in accordance with the Procurement Schedule set out in Section 3 of this RFQ.

The first stage of the procurement process begins with the issuance of this RFQ. Pursuant to this RFQ, SBCTA invites entities or groups of entities interested in competing to design, build, operate, and maintain the Project to submit SOQs (statements of qualifications) detailing, among other things, their qualifications and preparedness to formally bid for the Project. SBCTA will evaluate these SOQs in accordance with criteria set out in this RFQ and SBCTA then expects to select no more than three (3) Proposers as eligible to respond to a Request for Proposals ("RFP"). Part E sets out the selection process and criteria that will be used to identify such Shortlisted Proposers.

The second stage of the procurement process will begin with the issuance of a draft RFP to the Shortlisted Proposers. The RFP will govern a process during which SBCTA will work with Shortlisted Proposers to finalize a basis on which they can submit binding Proposals to develop and implement the Project.

As part of this process, Shortlisted Proposers will be invited to review and comment on the draft RFP, which will include a draft Contract. This comment process is expected to be an iterative process and to include meetings with individual Shortlisted Proposers, as well as the issuance of addenda to the original draft RFP, as may be necessary. Proposers will also have the opportunity to propose proprietary and value-enhancing alternative technical concepts and alternative financial concepts during this process.

After consideration by SBCTA of comments received with respect to the draft RFP, including the draft Contract, SBCTA may issue a final RFP. SBCTA would then invite Shortlisted Proposers to respond to any final RFP by submitting their proposals. SBCTA will require that any such Proposals be on terms that are acceptable to it from a public sector perspective.

Through the evaluation of the Proposals, SBCTA intends to ultimately select a Proposer that, in SBCTA's sole discretion, represents the best value to SBCTA. Price will be a primary factor in the evaluation, but SBCTA anticipates establishing a scoring system that will reward Proposers who convincingly propose adding value to the Project by means other than proposing the lowest price. The specific evaluation factors are still under consideration by SBCTA and will be included in the RFP.

Subject to the terms of this RFQ and any future RFP, SBCTA anticipates awarding the Project to, and entering into a Contract with, Proposer selected through the process set out in the RFP.

The Preferred Proposer will be required to execute the Contract in substantially the form provided for in the RFP, subject only to limited modifications to account for approved alternative technical concepts, approved alternative financial concepts, and other



Proposal commitments. The term of the Contract will be determined based on whether the procurement proceeds under the DB Law or the IFA.

SBCTA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (18 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [DBE/ACDBE] will be afforded a fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of face, color, or national origin in consideration of an award.

#### 3. PROCUREMENT SCHEDULE

SBCTA anticipates carrying out the procurement process in accordance with the following indicative schedule (the "Procurement Schedule"). This Procurement Schedule is subject to modification at the discretion of SBCTA. Proposers will be notified of any change by an addendum to the RFQ or, following identification of Shortlisted Proposers, in the RFP.

Event	Date/Time	
RFQ Process		
Industry Forum	July 9, 2020	
RFQ Issuance	September 24, 2020	
Pre-SOQ One-on-One Meeting Request Deadline	October 8, 2020	
Pre-SOQ One-on-One Meetings	Week of October 19, 2020	
RFQ Comments Deadline	October 29, 2020	
Date of Final Addendum to RFQ	November 5, 2020	
SOQ Submission Deadline	12:00pm PT, November 19, 2020	
Expected Announcement of Shortlisted Proposers	January 6, 2021	
RFP Process		
Issuance of draft RFP to Shortlisted Proposers	February 2021	
One-on-One Meetings with Shortlisted Proposers	March-April 2021	



Issuance of Final RFP to Shortlisted Proposers	May 2021	
Proposal Submission Deadline	June 2021	
Selection of Preferred Proposer	July 2021	
Execution of Contract / NTP1	August 2021	

#### 4. HOW TO USE THIS RFQ

- a. For background information on the Project, see Parts A and B.
- b. For information on the procurement process and the rules that govern it, see Parts C and F.
- c. For the requirements that govern preparation of a SOQ for submission in response to this RFQ, see Part D.
- d. For the process that will govern how SBCTA will evaluate SOQs submitted in response to this RFQ, see Part E.
- e. For definitions that give specific meaning to capitalized terms and standard rules of interpretation, see Part G.



#### PART B: BACKGROUND INFORMATION

#### 5. KEY STAKEHOLDERS

# 5.1 Ontario International Airport Authority (OIAA)

- a. SBCTA has entered into a MOU with OIAA with respect to the Project. The Project is subject to this MOU.
- b. In addition to the matters covered by the MOU, SBCTA anticipates additional arrangements to coordinate Project operations and maintenance with OIAA.
- c. The Project is expected to require certain ROW from OIAA, and coordination with OIAA with respect to ROW is required.

## 5.2 City of Rancho Cucamonga and City of Ontario

- a. The Project will pass through the City of Rancho Cucamonga and the City of Ontario. Accordingly, the Project will adhere to Applicable Law and require coordination with the each respective city with respect to permitting and ROW acquisition (including potential underground easements), among others. Specifically, SBCTA will enter into a [MOU with each city]<sup>3</sup> with respect to each entity's anticipated role during the Project.
- b. The City of Ontario is the permitting agency for ONT.
- c. SBCTA and the City of Rancho Cucamonga jointly own the Rancho Cucamonga Metrolink Station. Coordination with both entities with respect to the proposed station layout will be required.

# 5.3 Rancho Cucamonga Station, XpressWest, and West Valley Connector

- a. Metrolink operates at the Rancho Cucamonga Station and schedule coordination with Metrolink service is warranted.
- b. Although currently in the conceptual design phase, the private high-speed XpressWest rail line from Las Vegas to the Rancho Cucamonga Metrolink Station is expected to impact the Project and be delivered within the same time period. Coordination with XpressWest will be necessary. Particularly, SBCTA has entered into a [MOU with XpressWest]<sup>4</sup> with respect to station planning efforts. The Project is subject to this MOU.
- c. Although currently in the final design phase, the West Valley Connector bus rapid transit line is expected to impact the Project with respect to the final layout of the Rancho Cucamonga Station. It will be delivered by SBCTA within the same time period and subsequently operated by Omnitrans.

Note to Proposers: MOUs may be accessed at: [ ].

Note to Proposers: MOUs may be accessed at: [ ].



# 5.4 Southern California Regional Rail Authority/Metrolink

During the O&M Period, Developer may require coordination with SCRRA/Metrolink with respect to right-of-entry, schedules, fare reciprocity, and access, all depending on the particulars of the design and construction work.

#### 5.5 Caltrans

The tunnel is expected to cross under Interstate I-10, and coordination with Caltrans will be required to obtain long-term rights to operate underneath Interstate I-10.

#### 5.6 Union Pacific Railroad

The tunnel will cross the UPRR Alhambra Subdivision. Construction may result in temporary impacts to the railroad operations requiring the phasing of portions of the construction of the Project. Coordination with the UPRR will be required, and the crossing of the UPRR right of way will be subject to all railroad requirements and approvals.

# 5.7 San Bernardino County

The Project will adhere to County rules and regulations.

#### 6. PROJECT STATUS UPDATES

#### 6.1 PCM Procurement

SBCTA has obtained funding for and is seeking to procure a comprehensive PCM consultant team to assist with the implementation of the Project. In general, the PCM's for this project will require inherent flexibility and cooperation that will best accommodate SBCTA, including OIAA and the Cities of Ontario and Rancho Cucamonga, as key advisors and approving agencies, to successfully complete this Project as one collaborative team. The PCM will require unique capabilities to jointly work together with the stakeholders, on behalf of SBCTA, to successfully oversee (including providing recommendations to SBCTA and where appropriate, approving Developer plans) environmental approval, permitting, ROW acquisition, design, construction, and implementation of the Project, including establishment of (i) the regulatory structure for operations, (ii) a maintenance plan, and (iii) an operations plan.

#### 6.2 NEPA/CEQA

- a. SBCTA is in the process of determining the lead agency for the NEPA review process, which is expected to be either FAA or FTA.
- b. SBCTA will be the lead agency for CEQA review of the Project. OIAA will act as a Responsible Agency.
- c. Upon the issuance of NTP1, the Developer will be responsible for work necessary for completion of any NEPA and CEQA processes applicable to the Project.
- d. Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as



determined during such environmental reviews. The execution of a Contract at the conclusion of this procurement process will not commit SBCTA to a particular course of action beyond the NTP 1 work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

#### 6.3 California Public Utilities Commission

Pursuant to Public Utilities Code Section 211, any person or corporation providing transportation for compensation to the public is a "common carrier" and every common carrier is a public utility (Pub. Util. Code Section 216(a)). SBCTA anticipates the Project may be subject to regulation by the California Public Utilities Commission. Proposer will be responsible for obtaining any approvals from the California Public Utilities Commission.

# 6.4 [Additional Updates]<sup>5</sup>

a. [ ]

#### 7. CONTRACT MODEL

The information regarding the Project's contractual and financial structure in this RFQ reflects the Project terms anticipated by SBCTA at the time of this RFQ; however, SBCTA reserves the right to modify these anticipated terms based on ongoing analysis of the Project.

# 7.1 Anticipated Contract Structure

- a. The Preferred Proposer will enter into a single agreement that will set forth, among other things, the obligations of the Preferred Proposer including the preliminary engineering, environmental approval, design, right of way, utility work, construction, operation, and maintenance of the Project.
- b. The Project is intended to be delivered by a DBOM delivery methodology and the Contract will reflect DBOM best practices and risk allocation typical for a DBOM, appropriately tailored for the particular needs of the Project, and pursuant to Applicable Law.

#### 8. DESCRIPTION OF REQUIRED WORK

## 8.1 Scope of Work

- a. This Section provides basic background information regarding the general scope of the Work to allow Proposers to form teams and submit SOQs. Complete details of the scope of the Work will be included in the RFP and may differ from the high-level information provided in this RFQ.
- b. The Work is anticipated to include:

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Note to Proposers: Additional information may be provided in a subsequent addendum.



- i. environmental permitting;
- ii. ROW acquisition and utility relocation;
- iii. design, construction, operations and maintenance of a tunnel from the Rancho Cucamonga Station to ONT approximately Terminal 2;
- iv. design, construction, operations, and maintenance of the stations at the Rancho Cucamonga Station and ONT;
- v. Subject to Section 10 and compliance with the requirements of applicable law, systems, including lighting, ventilation, fire suppression, emergency access/egress, other life/safety requirements, power, video surveillance, cell phone and Wi-Fi infrastructure, remote data collection and transmission, intercom/PA systems, and a fully equipped control room with access provided to relevant public agency staff;
- vi. design, operations, and maintenance of a system for transporting the public in each direction between the stations in compliance with the ADA and other Applicable Law, including the provision and upkeep of vehicles;
- vii. design, construction, operations, and maintenance of an off-site vehicle maintenance facility; and
- viii. related features for a fully operational point-to-point public transportation system, including wayfinding, fare collection, and seamless integration with the Rancho Cucamonga Station and ONT.
- c. All Work will be required to be in accordance with Applicable Law and approvals, industry best practices, and the requirements of the Contract. The Developer will be responsible for furnishing all labor, material, equipment, services and support facilities for the Work.

## 9. KEY PROJECT PARAMETERS

Subject to review and final approval of the Project following completion of the environmental review processes required under NEPA and CEQA, including any modifications to the proposed Project scope and/or mitigations or conditions that may be required, the Project is expected to satisfy each of the Key Project Parameters described in this Section 9. More detailed requirements will be included in the RFP.

# 9.1 Design and Construction

- a. The Project will consist of a subterranean, tunneled solution from the Rancho Cucamonga Station to ONT. Exhibit 1 of Part H depicts one potential alignment for the tunnel; however, the final alignment is to be determined by the Developer subject to approval by the relevant jurisdictions and SBCTA.
- b. The Developer will maximize the use of existing public ROW (by accounting for station and tunnel geometrics) and minimize the need for acquisition of private ROW (including permanent subterranean easements) to the extent possible. The Developer will be responsible for all ROW acquisition. Any acquisitions that require the exercise of eminent domain will be conducted by SBCTA, in its



discretion, subject to applicable eminent domain laws, subject to requirements that will be further detailed in the RFP. Developer shall be solely responsible for all costs and expenses related to ROW acquisitions.

- C. It is preferred that the system contemplate the use of rubber-tired zero emission vehicles. Traction power utilizing either overhead catenary wire or third-rail systems is not to be utilized.
- d. The station at the Rancho Cucamonga Station will be a surface station coordinated with the planned XpressWest-related modification to the existing station. The anticipated location available for station construction is identified in Exhibit 2 of Part H.
- The Project will consist of one of the following configurations for the stations at e. ONT:
  - i. a single underground station centrally located between existing Terminal 2 and existing Terminal 4; or
  - two surface stations, one each in parking lots 2 and 4.

SBCTA will make a determination regarding the station configurations at ONT at the RFP stage. The anticipated locations available for station construction at ONT are identified in Exhibit 3 of Part H.

f. The system will be expandable to accommodate future extensions, additional capacity via a second tunnel, and/or branch lines.

#### 9.2 **Operations and Maintenance**

- It is expected that the system will maintain a customer focus, provide expedited a. boarding, and conserve operating funds.
- b. Station-to-station travel times from the Rancho Cucamonga Station to the furthest ONT Station will not exceed 5 minutes on average.
- Point-to-point travel time from the Metrolink station to the ONT terminal doorways C. should be as short as possible.
- The system will contemplate a transition to automated vehicle operations in the d. future without the need for significant additional capital investment.
- e. The system will be expandable to accommodate higher peak hour capacities in the future.

#### Phased Delivery® 9.3

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Authorization to perform Work under the Contract will be subject to SBCTA's a. prior issuance of an NTP for such Work. No Work will be permitted to be

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Note to Proposers: SBCTA reserves the right to refine the scope of each NTP at the RFP stage.



- performed (including Work performed at Developer's cost and risk) prior to the issuance of the appropriate NTP.
- b. Work under the Contract will be phased to allow for proper review of the proposed Project under NEPA and CEQA prior to authorization to commence construction, as well as allowing for the necessary funding to be secured. The Contract will provide for the incorporation of mitigations and/or other modifications to the Project scope prior to the issuance of NTP 2. Any such changes to the Contract will be subject to the consent of both SBCTA and the Developer. The decision whether to issue NTP 2 will be in SBCTA's sole and absolute discretion.
- c. NTP 1 will authorize the Developer to perform Work related to:
  - development of the necessary preliminary engineering needed to support the environmental review process;
  - ii. any necessary NEPA review process;
  - iii. any necessary CEQA review process; and
  - iv. any other required environmental permitting. (collectively, the "Environmental Review").
- d. NTP 2 will authorize the Developer to:
  - i. perform design work to 100% completion;
  - ii. prepare a ROW acquisition plan (but for certain, not to make written offers to landowners pursuant to the Uniform Act);
  - iii. prepare a utility relocation plan and utility matrix; and
  - iv. obtain any other required permits.
- e. NTP 3 will authorize the Developer to:
  - i. acquire ROW (aside from eminent domain proceedings);
  - ii. perform utility relocations; and
  - iii. commence the construction work.
- f. Following substantial completion of the construction work, NTP 4 will authorize Developer to commence operations and maintenance of the system, including to:
  - i. perform system integration, testing, and validation, as applicable; and
  - ii. upon the issuance of all applicable systems safety and security certifications and demonstrated project readiness, to commence revenue operations.

#### 9.4 Funding Availability

a. SBCTA's financial contribution to the Project will be subject to a maximum expenditure amount for each phase of the Project.



- b. Subject to Section 10, SBCTA anticipates contributing no more than \$10.3 million in public (local, state, and/or federal) funding to the Project for Work that is to be conducted by the Developer prior to issuance of NTP3. Of this amount, no more than 20% (approximately \$1.66 million) is available for the Work to be performed under NTP 1.
- c. SBCTA anticipates contribution of additional public funding in the amount of \$45 million during the construction of the Project following NTP 2. This funding amount is subject to SBCTA's receipt of external grant funding. A more detailed maximum expenditure curve detailing the timing and availability of these funds during the construction period will be included in the RFP.
- d. SBCTA anticipates contributing no more than \$1.5 million per year, escalated an average of 3% per year, (from state and local sources) during revenue operations in support of Developer's operations and maintenance costs, in addition to farebox revenues.
- e. SBCTA will be seeking additional funding to establish a Project contingency for unforeseen changes.

#### 10. BID ALTERNATIVE

- a. As an alternative to procuring the Project under the DB Law, SBCTA may consider procuring the Project under the IFA, which provides independent authority for the development of fee-producing infrastructure facilities. The IFA permits the lease of facilities to a private entity for up to 35 years. The IFA excludes any state projects, including any project that is state-financed. As a result, no state funding could be made available for a Project procured under the IFA.
- b. Proposers are invited to express interest in their SOQ in an alternative approach that would provide for a longer O&M Period, but would forgo the state grant funds described in Section 9.4c and the operating term subsidy described in Section 9.4d, each of which are intended to rely on state sources and would preclude eligibility under the IFA.
- c. To the extent a Proposer desires SBCTA to consider an alternative approach under this section, it should include a description of such approach, and how Proposer's approach would differ from the approach taken under the base procurement approach, in the following sections of its SOQ:
  - Section 28.4.2 (Overview of Conceptual Approach to Project Operations);
  - ii. Section 28.4.3 (Vehicle Operations and Maintenance Approach and Experience Narrative); and
  - iii. Section 29.1.1 (Financial Approach Narrative & Indicative Plan of Finance).

#### 11. KEY CONTRACT TERMS

Subject to review and final approval of the Project following completion of the environmental review processes required under NEPA and CEQA, including any

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modifications to the proposed Project scope and/or additional mitigations that may be required, the Project is expected to satisfy each of the Key Project Parameters set forth in Section 9. More detailed requirements will be included in the RFP.

## 11.1 Security

Proposer will be required to submit a letter or letters addressed to SBCTA from an Eligible Surety as evidence of the Developer's bonding capacity and ability to secure payment and performance bond during the construction period in the full amount of the construction contract value. Performance security will also be required during the O&M Period.

# 11.2 Decommissioning

The Contract will include provisions surrounding decommissioning of the Project in the event of an early termination under the Contract, including a Developer default (such as abandonment) and SBCTA exercising its right to not issue an NTP. Decommissioning specifications will address safety concerns, transitionary use, and "closing and securing" of the then-built infrastructure, among others. Proposer will be required to provide a letter of credit or other security in a form and amount acceptable to SBCTA to cover costs and expenses associated with decommissioning. Further details will be provided in the RFP.

#### 11.3 Insurance

The Contract will require the Developer to furnish insurance for the Project satisfying the requirements of Applicable Law for insurance typically provided for or otherwise appropriate for projects of a similar size and scope and providing insurance adequate to protect the interests of SBCTA in connection with all risks, including all aspects of the Developer's Work. Without limiting the generality of the foregoing, the Developer will be required to verify that subcontractors engaged or employed to provide work for the Project will carry and maintain similar insurance set forth in the Contract.

#### 11.4 Fare Setting and Collection

- a. Fares or the methodology for setting fares will be determined or approved by the Operations Oversight Agency and are anticipated to be in line with Metrolink fares, except under the Bid Alternative.
- b. Proposer will be expected to work with the Operations Oversight Agency to design an integrated fare system.
- c. Proposer will be responsible for fare collection and the operation of the fare collection system. All revenues will be remitted to the Operations Oversight

Note to Proposers: SBCTA remains in discussions with partner agencies regarding long-term responsibility for operations. More detail will be provided in the RFP, however, it is contemplated that SBCTA's rights and obligations under the Contract may be assignable to another public agency for operations oversight. Any assignment or assumption of operating oversight responsibility will not affect the availability of the operating subsidy described in this section.



Agency on a schedule to be set forth in the RFP. Proposer will be entitled to the farebox revenues and operating subsidies, all to be set forth in the RFP.

#### 11.5 Vehicles

- a. Selection and acquisition of vehicles will be the responsibility of Proposer but will be in coordination with SBCTA.
- b. Once a fleet is selected, the vehicles will be leased to the Operations Oversight Agency for a predetermined cost and term (with an option to extend such term upon the expiration of the term), which will be included as part of the RFP and in accordance with handback requirements referenced in Section 11.10.

# 11.6 Key Performance Indicators

- a. The Contract will include Key Performance Indicators ("KPIs") to track measurable performance outcomes of availability and reliability during operations and maintenance of the system. Any payments by the Operations Oversight Agency to the Developer will be subject to deductions for Developer's failure to meet the requisite performance requirements.
- b. It is anticipated that the RFP will set forth specific KPIs which will be utilized by SBCTA to make deduction from any amount due under the Contract.

# 11.7 Business Continuity Plan

To mitigate potential impacts of reasonably unforeseen or unknowable events, or foreseen events that result in material interruptions or suspension of the Work or a reasonable risk in Developer's ability to perform the Work pursuant to the Contract, the Contract will require the Developer to prepare and maintain a Business Continuity Plan ("BCP"). The BCP will detail topics including BCP governance, impact analyses, risk analyses including assessing the hazards and vulnerabilities (including ground settlement monitoring) the facilities and operations could face, recovery time objectives, plans, measures and arrangements for business continuity, readiness procedures, communication strategies/protocols including notification, coordination with Operations Oversight Agency, and emergency approvals, and a devolution process.

# 11.8 Inspections

The Contract will set forth specifications with respect to inspections that the Contractor will be required to conduct for various Project elements prior to the expiration of the term of the Contract.

#### 11.9 Rehabilitation

The Contract will set forth requirements for major asset maintenance as part of the asset lifecycle, including replacement, upgrading, and major repairs of assets.

#### 11.10 Handback

The Contract will set forth specific handback requirements that the Developer will be required to meet, including residual-life requirements at the end of the term of the Contract. SBCTA anticipates requiring a two (2) year average residual-life for the vehicle



fleet prior to transfer ownership of the vehicles to the Operations Oversight Agency at the end of the Contract term.

# 12. FEDERAL REQUIREMENTS<sup>8</sup>

# 12.1 Generally

This procurement is subject to various federal requirements. The federal requirements set forth in this Section 12 and otherwise in this RFQ are not an exhaustive list of Federal requirements which Developer may be ultimately required to follow. In this Section, Proposer is referred to as "Offeror," "Bidder," and "Contractor."

# 12.2 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade	
Goals for female participation in each trade:	

- c. These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction
- d. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor will make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to

-

Note to Proposers: This Section is subject to further review based on the determination of the lead agency.



Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- e. The Contractor will provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- f. As used in this notice and in the contract resulting from this solicitation, the "covered area" is any property controlled by OIAA.

# 12.3 DBE<sup>9</sup>

- a. Proposers are informed that SBCTA, in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d and §2000e, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Federal Transit Law at 49 USC §5332, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, will affirmatively ensure that Proposer will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability in regard to any contract entered into pursuant to this RFQ, and has established a Disadvantaged Business Enterprise ("DBE") Program that the Contract will be subject to the provisions thereof.
- b. It is the policy of SBCTA that DBEs, as defined in 49 CFR, Part 26, will have the maximum practicable opportunity to participate in the performance of the Contract. Each Proposer will agree to take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and perform work under the Contract. SBCTA's DBE Goals and Commitments can be accessed at this website: <a href="https://www.gosbcta.com/doing-business/dbe/">https://www.gosbcta.com/doing-business/dbe/</a>.

## 12.4 Buy America

The Developer will be required to comply with the Buy America Act, 49 U.S.C. 5323(j) and 49 C.F.R. part 661. The Contract may include an evaluation factor that will give

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Note to Proposers: SBCTA is in the process of determining the applicable DBE requirements.



consideration to Shortlisted Proposers that present a commercially reasonable plan to exceed the minimum threshold for rolling stock.

## 12.5 Other Federal Requirements

Proposer will be required to comply with the following requirements:

- a. the Davis-Bacon Act and the Labor Code of the State of California commencing at Section 1770 et seq.;
- b. Byrd Anti-Lobbying Amendment; and
- c. Section 6002 of the Solid Waste Disposal Act.

# 13. PROJECT WEBSITE

# 13.1 Project Website

- a. SBCTA has assembled documents and information relating to the Project, which will be made available to Proposers and the public at: <a href="https://www.planetbids.com/portal/portal.cfm?CompanyID=20136">https://www.planetbids.com/portal/portal.cfm?CompanyID=20136</a> (the "Project Website").
- b. Notwithstanding the public nature of the Project Website, SBCTA recognizes that a competitive and secure procurement process may require confidential communications and disclosures with and to Proposers, any Shortlisted Proposers, and the Preferred Proposer. As such, to the extent necessary to preserve confidentiality for such purposes, SBCTA reserves the right to establish a limited-access website, limit access to certain portions of the Project Website and/or conduct direct written or oral communications with Proposers, Shortlisted Proposers, and the Preferred Proposer. Information regarding such a resource will be provided to Proposers at a later date if needed.

#### 14. DISCLAIMER OF RELIANCE ON PROJECT INFORMATION

- a. SBCTA does not make, nor will it be deemed to have made, any representation, warranty, or guarantee as to the accuracy, completeness, utility, or relevance of any Project Information or information on third party websites, whether referred to in the RFQ, or otherwise made available by the SBCTA. SBCTA has no obligation to update any Project Information, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein.<sup>11</sup>
- b. Proposers will assume full responsibility for their use of any Project Information and will not be entitled to rely on any such Project Information. Proposers will be solely responsible or liable for any lack of accuracy, completeness, utility, or

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Note to Proposers: This provision is under review.

Note to Proposers: SBCTA to separately provide base GIS mapping files for Proposer's use in preparation of the SOQ. Section 14 will apply to any use of such mapping information by Proposer.



relevance of, or for any interpretations of or conclusions drawn from, any Project Information.





# PART C: PROCUREMENT RULES

- 15. COMMENTS, QUESTIONS AND REQUESTS FOR CLARIFICATION
- 15.1 General Requirements for Preparation and Delivery of RFQ Comments

# 15.1.1 Timing of RFQ Comments

- a. Proposers may submit written comments, questions and/or requests for clarification (collectively, "RFQ Comments") relating to the RFQ, including any addenda, to SBCTA at any time prior to the RFQ Comment Deadline.
- b. Notwithstanding the RFQ Comment Deadline, Proposers are encouraged to submit RFQ Comments with respect to the RFQ, or a particular addendum, as and when they are ready for submission. To the extent reasonably practical, substantively related comments should be delivered simultaneously.
- c. Proposers should assume that SBCTA will not consider any RFQ Comments that are submitted after the RFQ Comment Deadline, except reasonable logistical questions received after such deadline, the response to which may be necessary to facilitate timely and compliant delivery of Proposals.

#### 15.1.2 Form and Submission of RFQ Comments

- a. All RFQ Comments will be:
  - i. in the form of Form 1 and compliant with the instructions provided in that Form; and
  - ii. written so as not to identify Proposer in the body of the question or comment.
- b. In accordance with the instructions provided in Form 1, Proposers will categorize their comments by reference to one of three categories: Categories "A" and "B" correspond to different types of substantive comments and Category "C" corresponds to drafting comments.
- c. RFQ Comments will be submitted to the RFQ Procurement Contact by e-mail to db@gosbcta.com, in which case the subject line will be "Tunnel to Ontario Procurement: [Proposer Name] RFQ Comment Submission No. []". Proposers are responsible for ensuring the receipt of their RFQ Comments by SBCTA through the use of automated receipt and read message confirmations.
- d. Proposers should assume that SBCTA will not consider any RFQ Comments that are:
  - i. telephone or oral comments; or
  - ii. submitted (A) by a person with no clear affiliation to Proposer that such person purports to represent or (B) to a person other than the RFQ Procurement Contact.



# 15.1.3 Responses to RFQ Comments

- a. SBCTA may, in its discretion, elect to address RFQ Comments within an addendum to this RFQ that by its terms either reflects, or declines to reflect, a response to the substance of such comments.
- b. SBCTA may also, but is not obligated to, provide written responses to RFQ Comments. SBCTA will endeavor to provide any written responses within the timeframes indicated in the Procurement Schedule and otherwise within a reasonable period following receipt. In responding to RFQ Comments, SBCTA may rephrase them as it deems appropriate and may consolidate similar comments. SBCTA may also create and answer questions independent of those submitted by Proposers.

#### 16. ADDENDA

SBCTA reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Submission Deadline. All effective addenda will be in writing and will only be posted to the Project Website. In issuing an addendum shortly before the SOQ Submission Deadline, SBCTA will consider whether an extension of the SOQ Submission Deadline or any other step(s) in the procurement process is warranted.

#### 17. COMMUNICATIONS AND CONTACTS

## 17.1 Proposer Contacts

Following a Proposer's submission of a SOQ, all future communications by SBCTA will be made to that Proposer's "Official Representative" whose contact information is included in the "Proposal Letter" submitted in the SOQ.

#### 17.2 Rules for Communications and Contact

#### 17.2.1 Application of the Rules

- a. The rules of contact specified in Section 17.2.2 will apply during the procurement for the Work, effective as of the date of issuance of this RFQ through the execution of the Contract (the "Restricted Contact Period").
- b. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by SBCTA in connection with the draft RFP process and in the RFP.
- c. Contact includes face-to-face, telephone, facsimile, e-mail, or written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

#### 17.2.2 Rules of Contact

The specific rules of contact during the Restricted Contact Period (unless another period is otherwise noted) are as follows:

a. After release of the RFQ, no Restricted Person will communicate with another Proposer or its team members with regard to the RFQ, the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or



more Proposer teams (subject to the restrictions in Section 19.3) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams. In addition, contact among Proposer organizations is allowed during SBCTA-sponsored informational meetings.

b. SBCTA will be the sole contact for purposes of this procurement, the RFQ, and the RFP. Proposers will correspond with SBCTA regarding the RFQ and RFP only through SBCTA's designated representative which initially will be:

> Mr. Jeffery Hill, Procurement Manager San Bernardino County Transportation Authority 1170 W. 3rd St., Second Floor San Bernardino, CA 92410 Phone: 909.884.8276 db@gosbcta.com

(as updated by SBCTA from time to time, the "RFQ Procurement Contact"). Any official information regarding the Work and the Project will be disseminated from SBCTA either from an official email account or on agency letterhead, in either case from the RFQ Procurement Contact. SBCTA will not be (and will be deemed not to be) responsible for, and Proposers may not rely (and will be deemed not to have relied) on, any oral or written communication or contact or any other information or exchange that occurs outside the official process specified in this RFQ.

- c. Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Contract, (ii) rejection of all Proposals by SBCTA, or (iii) cancellation of the procurement, no Proposer or representative thereof will have any ex parte communications regarding the RFQ, RFP, the Contract, or the procurement described in this RFQ with:
  - any SBCTA Board member; and/or
  - ii. any SBCTA staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Section 17), except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFQ Procurement Contact, in his sole discretion.

The foregoing restriction will not, however, preclude or restrict communications with regard to matters unrelated to the Work, the Project, this RFQ, the RFP, the Contract or the procurement or limit participation in public meetings or any public or Proposer workshop related to the Work, the Project, this RFQ or the RFP.

d. Proposers will not directly or indirectly contact or communicate the following identified stakeholders regarding the Work, the Project, this RFQ, or the RFP, including employees, representatives, members, consultants, and advisors of the stakeholders listed below (provided that, with respect to consultants and advisors, such restrictions on contact and communications only apply to the



extent any such consultant or advisor provides or has provided services related to the Project, this RFQ, or the RFP):

- i. OIAA:
- ii. City of Rancho Cucamonga;
- iii. City of Ontario;
- iv. San Bernardino County;
- v. FTA; and
- vi. FAA.
- e. In order to ensure that, among other things, the procurement is implemented in a fair, competitive and transparent manner, SBCTA will provide any necessary intermediary coordination during the procurement process between Proposers, on the one hand, and the stakeholders and related Persons who are the subject of the restrictions in Section 17.2.2.d, on the other hand, provided that Proposers are permitted to submit written requests to SBCTA, via the RFQ Procurement Contact, for its approval, to be given in its discretion, to:
  - i. engage a consultant or advisory firm that also acts for any such stakeholder in connection with the Project, this RFQ or the RFP, subject to such firm's implementation of Information Barriers; and
  - ii. engage in SBCTA-monitored contacts or communications with any such stakeholder or related Person.

Any such requests should identify the anticipated benefits to the Project and/or the procurement process that may result from the requested engagement, contact or communication.

#### 17.2.3 Violation of Rules of Contact

Any communications or contacts determined to be prohibited by the rules outlined in Section 17.2.2 or otherwise improper, at the sole discretion of SBCTA, may result in disqualification of one or more Proposers.

# 18. ORGANIZATIONAL CONFLICTS OF INTEREST<sup>12</sup>

# 18.1 General Requirements

- a. Proposers are required to comply with certain FTA and SBCTA conflict of interest policy requirements for the Project, as more fully set forth in Section 18.2 below.
- b. This Section 18.1 provides information regarding conflict of interest policies and requirements applicable to Proposers and their team members. SBCTA's goals in adopting these policies and requirements include:

Note to Proposers: This Section is subject to further revision based on the determination of the lead federal agency.



- i. protecting the integrity, transparency, competitiveness and fairness of the planning, procurement, design, construction and development of the Project;
- ii. avoiding circumstances where a potential Developer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a consultant;
- iii. providing guidance to potential Developers in establishing teams for the procurement of the Project; and
- iv. ensuring compliance with applicable legal requirements.

# 18.2 Federal and SBCTA Requirements and Prohibitions

## 18.2.1 Federal Requirements

Proposers are required to comply with FTA's organizational conflict of interests guidance found in Circular 4220.1F and the Federal Common Grant Rule, 2 C.F.R. 200.11. All Persons participating in the procurement should be familiar with all requirements of applicable federal law and FTA regulations, circulars and guidance, including all applicable FTA-third-party procurement and contracting requirements and FTA Circular 4220.1F terms regarding organizational conflicts of interest. Any failure to comply with the FTA requirements in any respect, including the failure to disclose any actual, perceived or potential conflict of interest, may result in a Proposer's disqualification from participating in the solicitation.

# 18.2.2 SBCTA Requirements

- a. Proposers are required to comply with SBCTA's Conflict of Interest Policy for the Project, which is available at <a href="http://www.gosbcta.com/about-sbcta/do-biz-contracting.html">http://www.gosbcta.com/about-sbcta/do-biz-contracting.html</a>.
- b. Without an exception granted by SBCTA with respect to SBCTA's Conflict of Interest Policy, it is SBCTA's policy that any Person under contract, or previously under contract with SBCTA to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Developer team. Exceptions to this policy may be granted by SBCTA, consistent with Applicable Law, upon written request from such Person, if it is determined that the Person's involvement is in the best interest of the public and would not constitute an unfair advantage. Proposer teams seeking such exception will submit such written request as soon as possible. No extension of the SOQ Submission Deadline will be given, nor will SBCTA be responsible for any inability or failure to respond to any such request prior to the SOQ Submission Deadline.
- c. Proposers are also advised that SBCTA's guidelines relating to organizational conflicts of interest in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such Applicable Law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.



#### 18.3 Disclosure of Conflicts

- a. Proposer will provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest (i) at any time during the Restricted Contact Period, as soon as such conflict is discovered, and (ii) in its SOQ (which requirement may be satisfied by inclusion of a confirmation that no such organizational conflicts of interest exist in relation to such Proposer).
- b. With regard to each disclosure pursuant to PART A: 18.3a, Proposer will state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.
- c. By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is discovered, Proposer must make an immediate and full written disclosure to SBCTA that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, SBCTA may disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a Contract as Developer, SBCTA may terminate the Contract. In either case, SBCTA reserves all legal rights and remedies. Proposers should not view the list in Section 18.4 as an exhaustive list of those firm(s) that have or may have conflicts of interest.

#### 18.4 Persons with Organizational Conflicts of Interest

Proposer is prohibited from teaming with, including on a Proposer team (as contractor, subcontractor, consultant or subconsultant), receiving any advice from, or discussing any aspect relating to the Work or the Project or the procurement of the Work or the Project with any Person or entity with an organizational conflict of interest, including, but not limited to:

- a. Kaplan Kirsch and Rockwell, LLP;
- b. Jacobs Engineering Group Inc., and Leigh Fisher Consultants, a wholly owned subsidiary;
- c. KavPlan, LLC
- d. 2kbrt Consulting, LLC
- e. Grimshaw Architects
- f. [ ];<sup>13</sup>

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Note to Proposers: additional entities are being considered.



- g. any other Person that, to the best of Proposer's knowledge and belief:
  - i. was or is engaged by SBCTA or any of the above listed entities in connection with the Project, this RFQ or the RFP; or
  - ii. had access to non-public information regarding the same by virtue of an otherwise unrelated engagement;
- h. any entity that submits a proposal to SBCTA, either individually or as part of a submitting team, in response to RFP [ ] in pursuit of the PCM role for the Project; and
- Affiliates of the foregoing.

#### 19. LIMITATIONS ON PROPOSER TEAM MEMBERSHIP

## 19.1 Proposer Team Members On More Than One Team

# **Major Participant and Key Personnel**

- a. To ensure a fair and competitive procurement process each Major Participant, Key Personnel or any Person related thereto, may not be a member in any capacity or otherwise participate in the submission of any other Proposer team, during the course of the procurement process.
- b. If a Proposer is not selected as a Shortlisted Proposer, then following public announcement of the identity of the Shortlisted Proposers, the members of each unsuccessful Proposer team will be free to participate on Shortlisted Proposer teams, subject to compliance with the still applicable requirements of this RFQ.
- c. SBCTA anticipates that the RFP will prohibit and/or otherwise restrict Shortlisted Proposers' ability to enter into and maintain exclusivity arrangements with (A) monoline insurers, (B) commercial banks, and (C) more than one underwriter.

## 19.2 Licensing Requirements

- a. Proposer will not be required to be licensed by SBCTA as a condition of submitting a SOQ or being Shortlisted. However, the Developer, Lead Contractor, and Lead Designer must be licensed in the State at the time of Contract award and provide evidence that the Developer and its Lead Contractor and Lead Designer have, or at the time of Contract award will have, all licenses, registrations, and credentials required to design and construct the Project, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date.
- b. In addition, members of Proposer team and individuals (including professional engineers) that will be undertaking work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or certificate is granted and license or certificate number) must be referenced on resumes included with Form 9 of this RFQ.



- c. Proposer's attention is directed to California Public Contract Code Section 20103.5, which provides:
  - "The first payment for work or material under any contract will not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed will be subject to all legal penalties imposed by Applicable Law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board."
- d. Additional licensing requirements with respect to the submission of Proposals will be included in the RFP.

# 19.3 Other Limitations on Proposer Team Membership

- a. To ensure a fair and competitive procurement process:
  - Lead Contractors, Lead Designers, Financially Responsible Parties, and legal advisors of Proposer teams are forbidden from participating, in any capacity, as a team member of another Proposer team during the course of the procurement.
  - ii. Individuals serving Key Personnel roles on one Proposer team may not serve any role on another Proposer team.
  - iii. Entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams or act as Lead Contractors, Lead Designers, or Financially Responsible Parties on separate Proposer teams.
- b. If a Proposer is not Shortlisted as part of the RFQ evaluation process, then following public announcement of the identity of the Shortlisted Proposers the members of each unsuccessful Proposer team (including Lead Contractors, and Lead Designers) will be free to participate on Shortlisted Proposer teams, subject to the still-applicable requirements of this RFQ, including Sections 18 and 19. Any Proposer that fails to comply with the prohibition contained in this Section 19.3 may be disgualified from further participation as a Proposer for the Work.

#### 20. CHANGES IN PROPOSER ORGANIZATION

# 20.1 General Restrictions on Changes

Subject to Section 20.2, no Proposer will:

- a. add, delete or substitute a Major Participant, Key Personnel, or other Persons specifically identified in its SOQ as being part of its team;
- materially alter the relationships or responsibilities among any of the Major Participants, Key Personnel, or other Persons specifically identified in its SOQ, or with any Affiliate of a Major Participant, the experience of which is included in its SOQ; or



c. otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete,

(each, an "Organizational Change") at any time from the SOQ Submission Deadline to the date of the public announcement of the identity of the Shortlisted Proposers.

# 20.2 Organizational Changes for Shortlisted Proposers

- a. Shortlisted Proposers may make Organizational Changes with SBCTA's consent, to be given in SBCTA's discretion. As a condition to making any such Organizational Change, a Shortlisted Proposer must submit to SBCTA a description of the proposed change and any relevant documentation related to the change.
- b. While SBCTA reserves the right to withhold its consent to any Organizational Change under Section 20.2.a in its discretion, SBCTA expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:
  - render Proposer materially different from or less qualified than Proposer originally selected as a Shortlisted Proposer;
  - ii. result in any actual or potential organizational conflict of interest;
  - iii. cause the Shortlisted Proposer to be in violation of another provision of this RFQ; and/or
  - iv. any other factors that SBCTA considers relevant or material.

# 21. OPTIONAL PRE-SOQ ONE-ON-ONE MEETINGS

#### 21.1 Intent of Pre-SOQ One-on-One Meetings

- a. SBCTA invites each Proposer, at its option, to participate in pre-SOQ one-on-one meetings between the SBCTA and the Major Participants. Pre-SOQ one-on-one meetings will only be provided, in SBCTA's sole discretion, to constituted teams and not to individual entities.
- b. The one-on-one meetings are intended to provide Proposer an opportunity to obtain a better understanding of the Project and ask questions and/or provide feedback on the RFQ, as well as provide SBCTA with an opportunity to obtain a better understanding of Proposer's concerns. The pre-SOQ one-on-one meetings are not an opportunity for Proposer to discuss its qualifications and experience.
- c. During the pre-SOQ one-on-one meetings, SBCTA is interested in receiving initial feedback from Proposer on its general approach and/or major issues that Proposer believes SBCTA will need to address by addendum to ensure a successful procurement, including:
  - i. SBCTA's approach to the procurement;



- ii. additional information that would assist Proposers during the RFQ and RFP processes; and
- iii. clarification of the RFQ process, specific statements in the RFQ, and/or timeframes relating to the RFQ.

# 21.2 Requesting Pre-SOQ One-on-One Meetings

Proposers, at their option, may request a pre-SOQ one-on-one meeting by email to the RFQ Procurement Contact, including the following information:

- a. a list of Major Participants known to be on Proposer's team;
- b. a list of Proposer's one-on-one meeting attendees, which will include Major Participants only (include name, title, and firm); and
- c. a written list of issues, topics, or requirements that Proposer wishes to discuss during the meeting.

# 21.3 Pre-SOQ One-on-One Meeting Rules and Procedures

The following rules and procedures will apply to the pre-SOQ one-on-one meetings:

- a. Proposers will adhere to the allotted time scheduled for their respective one-on-one meeting.
- b. During one-on-one meetings, Proposers may ask questions, make observations, or suggest possible revisions to the RFQ. SBCTA may, but is not required to, respond to questions asked by Proposers in one-on-one meetings. Any responses provided by SBCTA may not be relied upon by Proposers. Nothing stated at a one-on-one meeting will modify the RFQ unless incorporated by addendum.
- c. Except as otherwise provided in the RFQ, SBCTA will not discuss with a particular Proposer any information submitted by another Proposer.
- d. Proposers will not seek to obtain commitments from SBCTA in one-on-one meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- e. No aspect of a one-on-one meeting is intended to provide any Proposer with access to information that is not similarly available to other Proposers.
- f. No part of the evaluation of SOQs will be based on conduct or discussions that occur during one-on-one meetings.
- g. Proposers will not be permitted to distribute materials during the meeting.
- h. Proposers will refrain from promotional or marketing pitches related to the qualifications of the Major Participants.

#### 22. DISQUALIFICATION FOR NON-COMPLIANCE

Any violation by any Proposer or other Person (including any Major Participant or Key Personnel) of, or failure to comply with, Sections 17.2, 18, 19.3.a or 20 may, in SBCTA's discretion, result in the relevant (a) Proposer, (b) Person and/or (c) Proposer with which



such Person is affiliated, being disqualified from further participation in the procurement or the Project.





# PART D: SOQ SUBMISSION REQUIREMENTS

# 23. DELIVERY TIMING AND PROCEDURE

## 23.1 Location and Manner of Delivery

- b. A firm must accept the terms and conditions in order to proceed. Proposers will have a series of tabs and may save their SOQ at any time as a draft. Proposers may edit the SOQ as often as they need to until the SOQ Submission Deadline. SOQs received after the SOQ Submission Deadline will be returned to the Proposer without further consideration or evaluation.
- c. Each Volume will be individually marked and be one document when uploaded to PlanetBids Vendor Portal website.

## 23.2 Timeliness of Delivery

- a. SOQs must be submitted by the SOQ Submission Deadline. Time is of the essence and any SOQ received after the SOQ Submission Deadline will be rejected and returned.
- b. SOQs will be accepted by SBCTA during normal business hours up to the SOQ Submission Deadline.

## 23.3 Responsibility for Delivery

- a. Proposers are solely responsible for assuring that SBCTA receives their SOQs by the SOQ Submission Deadline pursuant to Section 23.1.a.
- b. SBCTA will not bear any responsibility for any delays in delivery, including those caused by weather, difficulties with internet or servers, improper, incorrect or incomplete uploading of documents.

#### 24. GENERAL REQUIREMENTS FOR PREPARATION AND SUBMISSION

#### 24.1 General

a. It is SBCTA's expectation that SOQs submitted in response to this RFQ will provide enough information about the requested items so as to allow SBCTA to evaluate Proposers based on the criteria in this RFQ. Proposers will not electively include in SOQs any information or materials in addition to the information and materials specifically requested in this RFQ. SBCTA expects that SOQs will be developed to address the Project-specific SOQ submission requirements. As such, standard corporate brochures, awards, licenses and

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**Note to Proposers**: SBCTA's Vendor Portal website can be accessed at <a href="https://www.planetbids.com/portal/portal.cfm?CompanyID=20136">https://www.planetbids.com/portal/portal.cfm?CompanyID=20136</a>.



- marketing materials should not be included in a SOQ, although reference can be made to awards and licenses where reasonably relevant or expressly requested.
- SOQs will be submitted exclusively in the English language inclusive of United States customary units of measure, and financial terms in United States dollar denominations.
- c. If any Major Participant is expected to be a Joint Venture, or a newly formed or special purpose entity, then all members or partners of that Joint Venture or other entity will collectively be considered to be a Major Participant on a joint and several basis. Therefore, any information that is required to be submitted as part of the SOQ by such Major Participant must be submitted by each member or partner of the Joint Venture or other entity unless otherwise expressly provided. These requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership.
- d. If any Major Participant is expected to be a Joint Venture, and the obligations of the members and partners of such Joint Venture will not be joint and several, then such Proposer much clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its SOQ. Proposers should note, however, that SBCTA may, in its discretion, based upon its review of a Proposer's SOQ or Proposer's form of organization, require all members or partners of any Major Participant that is a Joint Venture to assume joint and several liability as a condition precedent to a Proposer being selected as a Shortlisted Proposer.
- e. If a Proposer does not include information or materials in its SOQ that are described as required only if certain circumstances apply (and such circumstances do not apply) under any of the SOQ submission requirements, then to facilitate SBCTA's evaluation such Proposer will include in the relevant section in its SOQ a statement to the following effect: "[Cross referenced requirement of the RFQ] do[es] not apply because [to insert brief explanation]."
- f. Any units included in the SOQ will be United States customary units (and not using the International System of Units). All references to currency will use U.S. dollars. Notwithstanding such requirements, additional references may be made to the International System of Units and to monetary amounts in a different base currency provided that any such amounts are also specified in US dollars at an appropriate rate of conversion specified in the SOQ.
- g. Any reference in the SOQ submission requirements in this RFQ or in any Form to a prior time period (e.g., the past 10 years, the past 12 months, etc.) is to such period ending on the date of this RFQ's initial issuance, provided Proposers will have an obligation to promptly disclose any subsequent events or circumstances that occur prior to SBCTA's notification of award to the extent that such events would otherwise result in the SOQ containing an untrue statement of a material fact or an omission of a material fact necessary to make the SOQ's contents true and otherwise not misleading.



- h. Except for items identified below as Pass-Fail criteria, qualifications that may not strictly meet the stated objectives in this RFQ will not generally result in a rejection or disqualification of Proposer. However, the scoring for that particular element of the SOQ may be negatively impacted, in SBCTA's discretion.
- i. Similarly, higher scores will be awarded for qualifications that exceed the stated criteria. In scoring individual qualifications presented for evaluation, SBCTA will generally (but not necessarily) score higher those qualifications that meet many of the following attributes, in no particular order:
  - i. projects completed under budget and on an expedited schedule;
  - ii. larger, more difficult projects;
  - iii. project references;
  - iv. qualifications that demonstrate quality;
  - v. qualifications that demonstrate cohesiveness of the proposed team;
  - vi. recent projects; and
  - vii. completed projects.

#### 24.2 Format

## 24.2.1 Electronic Copies

- a. Each Proposer will submit an electronic copy of each of:
  - i. the SOQ: and
  - ii. the SOQ with confidential information redacted,

in searchable and printable format compatible with portable document format (.pdf) (except that the original executed letters need not be searchable).

- b. The ".pdf" submissions must be organized to correspond to the "tab" requirements in Section 24.
- c. Proposer will submit one clean and one redacted copy of its Proposal, and will clearly mark "Clean" or "Redacted", as applicable, in the .pdf file name.
- d. Proposer will bear sole responsibility for ensuring successful delivery of the electronic submission, by e-mail or other means, by the SOQ Submission Deadline.

#### 24.2.2 Redacted SOQ

- a. Each Proposer that submits a SOQ containing Public Records Exempt Materials must prepare and submit one digital copy of a redacted version of each volume of the SOQ that contains Public Records Exempt Materials. This redacted version must be identical to the corresponding volumes of the SOQ other than redactions that only exclude Public Records Exempt Materials.
- b. The redacted SOQ will be included as a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:



- i. as the first page, the Confidential Contents Index in the form of Appendix C of the Proposal Letter (Form 2); and
- ii. the redacted contents from each of Volumes 1 through 3, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.

## 24.2.3 Pages and Numbering

- a. Submissions must be prepared on 8-1/1" x 11" sized white paper, except as noted in Paragraph "c" below.
- b. Font sizes will be no smaller than 11-point font, provided the font in organizational charts, graphics and tables may be smaller than 11-point provided it is legible, and that such graphics and tables are not produced for the primary purpose of working around the 11-point font restriction for narrative text.
- c. 11" x 17" pages are only allowed for schematics, organizational charts, other drawings and schedules but not for narrative text.
- d. Each printed side will be considered one (1) page and each 11" x 17" will be included in the page count as one (1) page provided that 11" x 17" pages are not being used for the primary purpose of working around the page number restrictions, in which case they will be counted as two (2) pages.
- e. All pages will be sequentially numbered within each volume.

# 24.2.4 Signatures

All signed documents included in a SOQ may be executed in one or more counterparts, the originals of which together will be deemed to be an original.

## 25. OWNERSHIP OF SOQ

SBCTA will retain full title to and ownership of all SOQ, Pre-Proposal Submissions, Proposals (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Agreement to Purchase Intellectual Property) and other Proposer submissions (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Agreement to Purchase Intellectual Property) made pursuant to this RFQ or the RFP. Notwithstanding the foregoing, Proposers may use and reproduce any elements of a SOQ, Pre-Proposal Submission or Proposal that are standard and not unique to the subject of the submission and the Project.

#### 26. SUBMISSION CONTENTS AND ORGANIZATION

Proposers must organize their SOQ in the order outlined below in this Section 24. Proposers are responsible for submitting with the SOQ all materials required by this RFQ. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers tab the content of their SOQ to correspond to the section reference for ease of SBCTA's review.



SOQ	Required Material	RFQ	Page Limit
Section	- Troquirou Matoriai	Reference	r ago Emme
n/a (Cover Document)	Cover Letter		
VOLUME 1	Legal and Administrative Submission		
	Proposal Letter	Section 27.1	N/A (Form 2)
	Information Regarding Proposer	Section 27.2	N/A (Form 3)
	Conflict of Interest Statements	Section 27.3	N/A
	Participant Disclosure Form	Section 27.4	N/A (Form 4)
	Legal Disclosures	Section 27.5	N/A (Form 5)
	Legal Certifications	Section 27.6	N/A (Form 6)
	Safety Record	Section 27.7	N/A (Form 8)
VOLUME 2	Technical Submission		
n/a (Cover Document)	Executive Summary	Section 28.1	2 pages
Chapter 1	Narrative of Organizational and	Section 28.2.1	2 pages
(Team Background)	Management Structure		(Chapter 1 total)
	Organizational Charts	Section 28.2.2	
Chapter 2	Project Management Approach	Section 28.3.1	20 pages
(Project Approach – D&C)	(D&C)		(Chapter 2 total)
_	Overview of Conceptual Approach to Project Design and Construction	Section 28.3.2	



SOQ	Required Material	RFQ	Page Limit
Section		Reference	
	Environmental Approvals Process Approach and Experience Narrative	Section 28.3.3	
	Utility, Railroad, and ROW Acquisition Approach and Experience Narrative	Section 28.3.4	
	Permitting Approach and Experience Narrative	Section 28.3.5	
	Construction Engineering Methodology Approach and Experience Narrative	Section 28.3.6	
	QA/QC and Worker Safety Approach and Experience Narrative	Section 28.3.7	
	Systems Safety Certification and Security Experience and Approach Narrative	Section 28.3.8	
Chapter 3	Project Management Approach	Section 28.4.1	10 pages
(Project Approach – O&M)	(O&M)		(Chapter 3 total)
	Overview of Conceptual Approach to Project Operations Narrative	Section 28.4.2	
	Vehicle Operations and Maintenance Approach and Experience Narrative	Section 28.4.3	
	Emergency Access and Egress	Section 28.4.4	
	Accessibility Approach Narrative	Section 28.4.4	
	User Experience Approach Narrative	Section 28.4.6	
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SOQ	Required Material	RFQ	Page Limit
Section		Reference	
	Future Expansion Narrative	Section 28.4.7	
	Maintenance-Specific Monitoring Narrative	Section 28.4.8	
Chapter 4	Conceptual Alignment Map and	Section 28.5.1	2 pages (11x17)
(Project Maps)	Indicative Cross-Sections		
	Conceptual Station Layout Map	Section 28.5.2	3 pages (11x17)
Chapter 5	Project Schedule	Section 28.6	1 page (11x17)
(Project Schedule)			
Chapter 6	Project Experience Narrative	Section 28.7.1	8 pages
(Project Experience)			(Chapter 6 total, excluding Form 7)
	Reference Project Experience	Section 28.7.2	
	Additional Reference Projects Demonstrating Environmental Approvals, Utility, Railroad, and ROW Acquisition Experience	Section 28.7.3	
Chapter 6	Project Organizational Chart(s)	Section 28.8.1	2 pages (11x17)
(Key Personnel)	(D&C and O&M)		
	Key Personnel Information	Section 28.8.2	2 pages each
			+ 2 page resume
	Key Personnel Capacity and Availability	Section 28.8.3	1 page



SOQ	Required Material	RFQ	Page Limit
Section		Reference	
	Skilled Labor Force Availability	Section 28.8.4	1 page
VOLUME 3	Financial Submission		
Chapter 1 (Financial Approach)	Financial Approach Narrative & Indicative Plan of Finance	Section 29.1.1	2 pages
	Indicative Schedule of Values (Non-Binding)	Section 29.1.2	N/A (Form 11)
Chapter 2 (Financial Statements and Financial Capacity)	Fiscal Year and Auditing Requirements	Section 29.2.1	N/A
	Financial Statements	Section 29.2.2	N/A
	Material Changes in Financial Condition	Section 29.2.3	N/A
	Off-Balance Sheet Liabilities	Section 29.2.4	N/A
Chapter 3 (Support Letters)	Financially Responsible Party Letters of Support	Section 29.2.6	N/A
	Equity Funding Support Letters	Section 29.2.7	N/A
	Surety Letters	Section 29.2.8	N/A
	Credit Ratings	Section 29.2.9	N/A



SOQ Section	Required Material	RFQ Reference	Page Limit
	Other Requirements	Section 29.2.10	N/A
VOLUME 4	Redacted Submission		
(Provide Separately)	Redacted SOQ (excluding the materials that are exempt from disclosure under the Public Records Law)	Section 30	N/A
(Provide Separately)	Redacted Materials	Section 30	N/A

#### 27. VOLUME 1 – ADMINISTRATIVE SUBMISSION

# 27.1 Proposal Letter

- a. Proposer will provide a Proposal Letter in the form of Form 2.
- b. An authorized representative of each Major Participant must countersign the certification set out at the end of Form 2.
- c. Signature blocks on Form 2 may be modified to properly reflect the authority of the person signing, although the corresponding certification language must not be altered.

# 27.2 General Information

Proposer will provide general information regarding Proposer in the form of Form 3 for each of:

- a. Proposer;
- b. the Lead Contractor;
- c. the Lead Designer;
- d. the Lead Operator;
- e. the Lead Tunnel Engineer, if any;
- f. the Lead Environmental Coordinator;
- g. the Right of Way Acquisition Coordinator;
- h. the Utility Coordinator; and
- i. any Financially Responsible Party.

#### 27.3 Conflict of Interest Statement

Taking into account Section 18, Proposer will provide either:



- a. confirmation of absence of any organizational conflicts of interest and any potential organizational conflict of interest; or
- b. narrative description of any organizational conflicts of interest or potential organizational conflict of interest.

# 27.4 Participant Disclosure Form

Proposer will provide completed participant disclosure forms in the form of Form 4. Form 4 should be completed for each Major Participant that is part of a Proposer team.

# 27.5 Legal Disclosures

Proposer will provide completed legal disclosures in the form of Form 5. A single Form 5 should be completed for the entire Proposer team.

# 27.6 Legal Certifications

Proposer will provide completed legal certifications in the form of Form 6. Form 6 should be completed for each Major Participant that is part of a Proposer team.

# 27.7 Safety Record

Proposer will provide a completed safety record questionnaire in the form of Form 8 for the Lead Contractor only.

#### 28. VOLUME 2 – TECHNICAL SUBMISSION

# 28.1 Executive Summary

Proposer will provide an Executive Summary, in the form of a narrative which should:

- a. be written in a non-technical style; and
- b. contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the key points of Proposer's SOQ.

## 28.2 Chapter 1 – Team Background

# 28.2.1 Narrative of Organizational and Management Structure

Proposer will provide a narrative of its proposed organizational and management structure for the Project as it relates to technical expertise and execution, including an explanation as to how:

- Proposer anticipates constructively integrating and effectively utilizing the collective experience of all its team members (including Major Participants, Key Personnel and other individual professionals); and
- b. such structure will facilitate implementation of the Project.

#### 28.2.2 Organizational Charts

a. Proposer will provide an organizational chart depicting the corporate structure of the Project team, depicting the Developer, each of the Major Participants, and the proposed teaming relationships between each, including:



- for each such entity, identification of interim and ultimate parent companies (up to at least the level of Financially Responsible Parties), where relevant; and
- ii. for each such entity, percentages of ownership equity holdings by each interim and ultimate parent company (up to at least the level of Financially Responsible Parties) where relevant.
- b. Proposer will provide a Project team organizational chart identifying Key Personnel and Proposer's (and/or, if different) Developer's professional and management structure for the purposes of delivering the Project.

# 28.3 Chapter 2 – Project Approach (D&C)

# 28.3.1 Project Management Approach (D&C)

Proposer will provide a narrative of its general approach to management and oversight of the Project during the D&C Period, which may include:

- a. day-to-day project management and reporting;
- b. schedule and cost management;
- c. resource management;
- d. quality control/assurance;
- e. safety management;
- f. document management; and
- g. risk management.

# 28.3.2 Overview of Conceptual Approach to Project Design and Construction

Proposer will provide its conceptual approach to the design and construction of the Project, including:

- a. a summary of Proposer's tunnel alignment;
- b. anticipated approach to project development and construction, including construction phasing;
- c. a description of the proposed approach to serving passengers and interfacing with Metrolink service, future XpressWest rail service, and the future West Valley Connector Bus Rapid Transit service at the Rancho Cucamonga Station, including how Proposer's plans overlays on the station diagram included as Exhibit 2 of Part H;
- d. a description of the proposed approach to serving passengers arriving and departing ONT through two alternative station concepts, including:
  - a single underground station at ONT that will minimize impacts to existing parking lots and roadways, as well as provide maximum flexibility for future terminal development that may be required to meet passenger activity demand;



- ii. surface stations that also reflect the above priorities, while ensuring that access to both Terminal 2 and Terminal 4 is as convenient for passengers as possible;
- iii. a statement of the estimated capital cost difference between the two alternative station concepts; and
- iv. how each of the alternative station concepts overlays on the potential station development diagram included as Exhibit 3 of Part H and impacts the existing ONT parking areas and circulation systems;
- e. a description of how the conceptual approach to design and construction would differ under a "minimum build" versus a "more robust" system as described in Section 9.1e, including a description of changes affecting future expansion as described in Section 28.4.7 and station and tunnel geometrics; and
- f. descriptions of any other proposed design alternatives, including pertinent diagrams, design drawings, or renderings for the proposed stations, tunnel infrastructure, and associated facilities.

# 28.3.3 Environmental Approvals Process Approach and Experience Narrative (NEPA/CEQA)

Proposer will provide an overview of its approach to and understanding of the NEPA and CEQA review processes for the Project, including through reference to prior NEPA and CEQA experience on analogous projects. Proposer should include an indicative work plan and schedule demonstrating an understanding of the processes it will be required to undertake following NTP 1.

# 28.3.4 Utility, Railroad, and ROW Acquisition Approach and Experience Narrative

- a. Proposer will provide a narrative describing its approach to and experience with:
  - i. coordination with utilities owners for the purpose of investigating relevant utilities, and performing or causing necessary utility adjustments (and relocations, if necessary), and planned techniques to prevent damage to existing underground utilities, all in accordance with Applicable Law;
  - ii. coordination with railroads in design, engineering, construction activities, maintenance activities, including scheduling and conduct of work on railroad right-of-way; and
- b. acquisition of ROW under the Uniform Act, including details regarding Proposer's projected need for additional ROW acquisition to complete the Project and plan and approach with regard to the same.

# 28.3.5 Permitting Approach and Experience Narrative:

Proposer will provide a narrative describing its approach to and experience with obtaining permits for major infrastructure projects, with an emphasis on projects in Southern California with the same or similar permitting requirements as those Proposer expects to the applicable for completion of the Project in accordance with Applicable Law.



# 28.3.6 Construction Engineering Approach and Experience Narrative

Proposer will provide a description of Proposer's overall tunnel engineering strategy, focusing on key components of construction engineering for this Project, including tunneling technology that Proposer expects to employ, as well as strategies for muck handling, materials management, and trucking of tunnel waste. Proposer should address strategies and approaches to minimize construction impacts. Proposer should also include a description of its tunnel boring machine launch plan, including information regarding potential locations applicable to the Project.

# 28.3.7 QA/QC and Worker Safety Approach and Experience Narrative

Proposer will provide a description of Proposer's focus and commitment to effective quality management for the Project, including a description of quality assurance and quality control approach for the entire term of the Project, settlement monitoring, and a system for measuring, assessing, and maintaining accountability for Proposer's performance of the work.

## 28.3.8 Systems Safety Certification and Security Experience and Approach Narrative

Proposer will provide a description of Proposer's approach to and experience with system integration, testing, and validation of public transit systems. Proposer should also describe its plan for obtaining all applicable systems safety and security certifications to demonstrate project readiness in order to facilitate timely commencement of revenue operations.

# 28.4 Chapter 3 - Project Approach (O&M)

# 28.4.1 Project Management Approach (O&M)

Proposer will provide a narrative of its general approach to management and oversight of the Project during the O&M Period, which may include:

- a. day-to-day project management and reporting;
- b. schedule and cost management;
- c. resource management;
- d. quality control/assurance;
- e. safety management;
- f. document management; and
- g. risk management.

#### 28.4.2 Overview of Conceptual Approach to Project Operations Narrative

Proposer will provide its conceptual approach to the operations and maintenance of the Project, including:

a. a narrative description of the key operational parameters for a "minimum build" system, including an estimate of the peak hour passenger capacity and



- associated operating headways in each direction. Proposer should assume 30-minute train headways on the Metrolink line;
- b. a narrative of a more robust system (e.g., for a subsequent phase) that would be required to service a minimum peak hour demand of 100 passengers in each direction simultaneously, and if the proposed system would allow for peak hour passenger demand of more than 100 passengers in the peak direction, the ultimate peak hour capacity should be provided;
- c. for each case in paragraphs "a" and "b" above,
  - a description of how the proposed systems accommodate expeditious boarding at all stations (assuming 30-minute train headways on the Metrolink line), including such features as queuing capacity and approach and platform design; and
  - ii. information on how the station configurations affect the minimum peak hour passenger capacity;
- d. Proposer's strategy for conserving on operating costs;
- e. a description of passenger management and circulation at the stations, including Proposer's strategy to minimize point-to-point trip time from the Metrolink Station at Rancho Cucamonga to the ONT Terminal 2 and Terminal 4 entrances; <sup>15</sup> and
- f. a general description of how security for the tunnel and at the stations will be maintained.

San Bernardino County Transportation Authority Tunnel to Ontario Project

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**Note to Proposers:** While providing transportation between the terminals is not a Project requirement, Proposers may describe how these types of ancillary features could provide added value or improve customer experience and the ease and efficiency of access over time.



# 28.4.3 Vehicle O&M Approach and Experience Narrative

Proposer will provide a narrative detailing its approach in operating and maintaining vehicles used in the Project, including its past experience in operating and maintaining a fleet using in a similar capacity. This narrative to include approach to scheduled repairs, substituting vehicles, and vehicle breakdowns. The narrative should also include vehicle operator verification and safety approach (background checks and other screenings).

## 28.4.4 Emergency Access and Egress

Proposer will provide a narrative addressing safety concerns given the subsurface nature of the Project. Specifically, the narrative will describe emergency response protocol and management, approach toward various types of emergencies occurring mid-tunnel, and access to and egress of persons and equipment.

## 28.4.5 Accessibility Approach Narrative

Proposer will provide a narrative of its overall approach to accessibility, including mobility within and around stations, vehicle loading, and other ADA compliance measures.

# 28.4.6 User Experience Approach Narrative

Proposer will provide a description of the targeted user experience for the Project, including addressing:

- an estimated total point-to-point travel time including walking and elevation changes between the Rancho Cucamonga Metrolink platform and front door of Terminals 2 and Terminal 4 for a single station solution and dual station solution at ONT;
- b. convenience in accessing the system, wayfinding, and transportation system interconnectivity;
- c. availability, speed, ride quality, and comfort;
- d. availability of travel information and customer service;
- e. fare collection systems;
- f. ease of luggage handling; and
- g. compliance with Title VI, 42 U.S.C. § 2000d et seg.

#### 28.4.7 Future Expansion Narrative

- a. Proposer will describe the system's expansion potential to accommodate a future higher capacity system that would service a minimum peak hour demand of at least 100 passengers in each direction simultaneously. Proposer should indicate the ultimate peak hour capacity such a system could provide and discuss factors that would trigger the need for expansion.
- b. Proposer will describe how future extensions of the system can be accommodated and how such extensions can be integrated with the initial system while minimizing the impact to continued operations.



c. Proposers will describe how the initial design and construction will accommodate the future system expansion and future extensions of the system.

# 28.4.8 Maintenance-Specific Monitoring Narrative

- a. Proposer will provide a narrative detailing its maintenance approach, including inspection, monitoring, scheduling, preventative maintenance, capital maintenance, and repair work with respect to:
  - i. tunnel infrastructure;
  - ii. station infrastructure; and
  - iii. vehicles.
- b. Proposer will describe its approach and experience in identifying and developing facilities for vehicle fleet maintenance, or other approaches for undertaking off-site maintenance work.

# 28.5 Chapter 4 – Project Maps

# 28.5.1 Conceptual Alignment Map and Indicative Cross-Sections

Proposer will provide a conceptual alignment map with representative cross-sections and clearly indicate on such map key reference points.

# 28.5.2 Conceptual Station Layout Map

Proposer will provide a conceptual station layout map marking entry and exit points, passenger flow, ticketing counters/kiosks, fare-paid waiting areas, platform boarding areas, and other pertinent markings.

#### 28.6 Chapter 5 – Project Schedule

Proposer will provide a description of Proposer's estimated baseline schedule for the Project, identifying durations for the Work to be completed following each NTP. Proposer will also describe its plan and management approach for schedule and cost control on the Project. Proposer's description will, at a minimum include its approach to managing the proposed schedule under anticipated project constraints as it relates to construction, environmental activities, and interface with Key Stakeholders.

# 28.7 Chapter 6 - Project Experience

#### 28.7.1 Project Experience Narrative

Proposer will provide a narrative detailing the prior experience of Proposer team and the Major Participants. Proposers should emphasize experience that is directly relevant to Proposer's vision and approach for the Project, including, but not limited to, demonstrated experience with: transportation development; horizontal infrastructure construction; tunneling construction, and public transit system operation. Proposer is encouraged to cross-reference experience that is included in the Reference Projects.



# 28.7.2 Reference Project Experience

Proposer will provide information regarding at least three but no more than five Reference Projects per Proposer team. Proposer will provide a completed Form 7 as with respect to each Reference Project it cites. Each Reference Project will be of analogous complexity and demonstrate the requisite construction and/or operations experience. To the extent possible, Reference Projects should demonstrate the relevant past experience of each of Proposer, Lead Contractor, Lead Design, Lead Tunnel Engineer (if applicable), and the Lead Operator.

# 28.7.3 Additional Reference Projects Demonstrating Environmental Approvals, Utility, Railroad, and ROW Acquisition Experience

In addition to the Reference Projects required in Section 28.7.2, Proposer will also provide summaries of representative projects demonstrating requisite experience with respect to (i) obtaining environmental approvals; (ii) utility-related matters on major projects; and (iii) ROW acquisition experience.

# 28.8 Key Personnel

# 28.8.1 Project Organizational Chart

Proposer will provide an organizational chart identifying Key Personnel and Proposer's professional and management structure for the purposes of delivering the Project. Proposer may provide separate organizational charts for the design and construction period and the operation and maintenance period if desired. Proposer should clearly indicate how responsibilities will be allocated between Major Participants and/or Key Personnel if any such roles are to be bifurcated.

#### 28.8.2 Key Personnel Information

Proposer will provide completed Form 9 submissions, attaching resumes (each including a list of references in the form of Annex A to Form 9), for each Key Personnel.

#### 28.8.3 Key Personnel Capacity and Availability

- a. SBCTA understands that personnel who possess the qualifications required for this Project are likely fully or mostly committed to other project work today. Through delivery of the following information, SBCTA seeks a realistic assessment of each Key Personnel's current and future expected project assignment and availability, and a realistic comparison to that Key Personnel's expected demand from this Project.
- b. For each of the proposed Key Personnel, Proposer will provide:
  - i. a narrative of current and expected workloads and ability to perform the work:
  - ii. a list of the Key Personnel's current assignments, current percent commitment to each current assignment, and current percent availability;
  - iii. a list of any other known assignments not listed under paragraph (i) above, and to which the Key Personnel has made a previous commitment to fulfill; and



- c. If the Key Personnel will need to reduce their expected involvement on other projects to sufficiently free up time to fulfill his/her expected role on this Project, Proposer will also explain its approach to achieving this while honoring the Key Personnel's previous commitments to their other projects and clients.
- d. If Proposer expects a Key Personnel to rely significantly on a deputy to assist them in fulfilling their role for this Project, Proposer will provide the name and brief qualifications of such deputy, and provide examples of where the Key Personnel and this particular deputy have successfully delivered similar projects under a similar arrangement.

# 28.8.4 Skilled Labor Force Availability

Proposer will provide a demonstration of skilled labor force availability, including reference to the existence of an agreement with a registered apprenticeship program as provided for in California Public Contract Code § 6824(c)(2).

#### 29. VOLUME 3 – FINANCIAL SUBMISSION

# 29.1 Chapter 1 - Financial Approach

# 29.1.1 Financial Approach Narrative and Indicative Plan of Finance

Proposer will provide a narrative of its plan to finance the Project, which will include:

- a description of Proposer's relevant experience executing infrastructure project financings similar to that required for the Project, including experience over last seven years in closing financing of design-build-finance, design-build-financemaintain or design-build-finance-operate-maintain projects and the amount of non-recourse debt and equity;
- b. a detailed summary of construction cost estimates, key capital cost, operating cost, and operating revenue assumptions, if any, underlying the plan of finance, including a summary of potential areas for value engineering, efficiencies, or other enhancements:
- c. a description of Proposer's potential plan of finance, including: (i) a summary of potential private capital sources, (ii) summary terms and rates for each financial product, and (iii) assumptions regarding upfront payments available to fund development costs and reduce any required payments from SBCTA;
- d. a list of anticipated timelines to obtain financial commitments and major project financing milestones; and
- e. identification of key considerations and challenges relevant to financing and proposed solutions (whether innovative or not) to meet these challenges.



# 29.1.2 Indicative Schedule of Values (Non-Binding)

Proposers will provide a non-binding indicative schedule of values using Form 12.

# 29.2 Chapter 2 - Financial Statements and Financial Capacity

# 29.2.1 Fiscal Year and Auditing Requirements

- a. To the extent available, all financial statements provided will be audited. For the purposes of this Section 29.2.1, to qualify as "audited" such financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant).
- b. If unaudited financial statements are provided:
  - i. Proposer or relevant entity must state that the audited statements are not available and provide a statement explaining why audited financial statements are unavailable in respect of each fiscal year for which financial statements are required to be submitted; and
  - ii. such unaudited financial statements will be certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the relevant entity.

#### 29.2.2 Financial Statements

- a. Proposer must provide financial statements for Proposer and, if applicable, the Lead Contractor, and each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of Joint Venture, provide financial statements for all such members. All financial statements will be submitted in compliance with the requirements under Section 29.2.
- b. Financial statements will include:
  - i. opinion letter (auditor's report);
  - ii. balance sheet
  - iii. income statement
  - iv. statement of cash flow: and
  - v. footnotes,

provided that, if any set of financial statements did not include, when prepared, any of the above, then Proposer will include an explanation for such non-inclusion.

#### 29.2.3 Material Changes in Financial Condition

a. Provide information regarding any material changes in financial condition for any entity for which financial statements are provided for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a Joint Venture, provide this information for all such members.



- b. If no material change has occurred and none is pending, each of these entities will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.
- c. In instances where a material change has occurred, or is anticipated, the affected entity will provide a statement describing:
  - i. such change;
  - ii. actual and anticipated changes or disruptions in executive management relating to such change;
  - iii. the likelihood that such change will continue during the proposed period of Project construction;
  - iv. the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of Project construction; and
  - v. how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement described in this RFQ and to ultimately submit a Proposal.
- d. To the extent not otherwise provided, estimates of the impact on revenues, expenses and the change in equity availability, separately for each material change, as certified by the chief executive officer, chief financial officer or treasurer (or equivalent) (if such individual is not also a signatory for the relevant entity on the Proposal Letter).
- e. If a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress or would be reasonably anticipated to be taken to insulate the Project from any such material changes.

# 29.2.4 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant:

- a. identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate; or
- b. stating there are no such off-balance sheet liabilities.

#### 29.2.5 Chapter 3 - Support Letters

# 29.2.6 Financially Responsible Party Letters of Support

a. A Proposer may identify one or more Financially Responsible Parties where applicable throughout its SOQ in order to demonstrate the financial capacity of any Major Participant (making clear which Major Participant any Financially Responsible Party is "supporting"). A Proposer is required to identify a Financially Responsible Party for any Major Participant that is a newly formed entity that



does not yet have independent financial statements for at least the three prior 12-month fiscal years.

- b. If a Proposer identifies one or more Financially Responsible Party in its SOQ, then it must also submit all information required by the SOQ Submission Requirements to be submitted in respect of a Financially Responsible Party in respect of such entity. This information must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent) of the relevant Financially Responsible Party confirming that it will financially support or, as applicable, guarantee all the obligations of the relevant entity with respect to the Project, which confirmation will include a description of the nature of such support or guarantee.
- c. Proposers should note that SBCTA may, in its discretion, based upon its review of a Proposer's SOQ, or Proposer's form of organization, require the addition of an acceptable Financially Responsible Party in respect of a Major Participant as a condition precedent to a Proposer being selected as a Shortlisted Proposer. SBCTA's consideration for approval of any Financially Responsible Party identified by a Proposer in response to such a condition will be contingent upon Proposer's submission of all information and materials that otherwise would have been required to be included under the SOQ Submission Requirements with respect to such an entity.

# 29.2.7 Equity Funding Support Letters

- a. Proposers may, but are not required to include, Infrastructure Equity Members. If an Infrastructure Equity Member is included, Proposer will submit an equity support letter for each Infrastructure Equity Member, which will include:
  - i. confirmation that the Project meets all of the corporate strategy (other than for investment funds) and investment policy requirements of the relevant entity (e.g., is an approved project, does not contradict any capital allocation policy, etc.) and is consistent with its investment objectives; and
  - ii. an overview of the completed to-date and remaining approval process required to commit to and fund the required equity commitment for the Project.
- b. If the Infrastructure Equity Member is an investment fund, then the equity funding letter will be signed by the fund's chief executive officer, chief financial officer, or treasurer (or equivalent), and will include:
  - i. the name and ownership structure of the investment fund that will ultimately carry the investment; and
  - ii. supplemental information to the financial statements (as necessary) of the investment fund submitted to positively demonstrate the existence of committed capital capacity for the Project consistent with the likely equity investment amount and the Infrastructure Equity Member's responsibility to contribute its percentage share of Developer's equity.



c. If the Infrastructure Equity Member is not an investment fund, then the equity support letter will be signed by the chief financial officer, the chief executive officer, or treasurer (or equivalent), and will include descriptions of (i) where and how the equity commitment will be sourced, (ii) availability of revolving or other credit facilities to fund investment requirements, and (iii) how competing allocation and capacity issues are considered between several project opportunities that the Infrastructure Equity Member pursues simultaneously.

# 29.2.8 Surety Letters

Each letter from an Eligible Surety submitted by a Proposer will be addressed to SBCTA and will state that the Lead Contractor is capable of obtaining both a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of at least [\$ million], provided that:

- a. if the Lead Contractor is a Joint Venture, limited liability company or other association, separate letters for one or more of the individual Joint Venture members or partners or equity owners are acceptable, as is a single letter covering all members or partners or equity owners; provided that each such letter will reference the specific dollar figure portion of the total required amount that the Eligible Surety is indicating it is willing to provide;
- b. any such letter must not indicate unspecified "unlimited" bonding capacity;
- each letter will specifically acknowledge that the Eligible Surety has received and reviewed the relevant terms of this RFQ and evaluated the Lead Contractor's and/or another relevant Person's backlog and work-in-progress in determining its bonding capacity; and
- d. in instances where there has been or is anticipated to be any material change in the financial condition of an entity, a certification (to be included in each letter) that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding such change(s) and identifying any special conditions which may be imposed before it would be prepared to issue surety bonds in respect of the Project.

# 29.2.9 Credit Ratings

For each entity for which financial statements are provided, Proposer will provide credit ratings information in the form of Form 11.

# 29.2.10 Other Requirements

The financial statements must meet the following requirements:

a. GAAP/IFRS: Financial statements must be prepared in accordance with GAAP or IFRS. If financial statements are prepared in accordance with principles other than GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS. A restatement of the financial information in accordance with GAAP or IFRS is not required.



- b. U.S. Dollars: Financial statements will be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.
- c. English Language: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Section 24.1.b, translations of all financial statement information must accompany the original financial statement information.
- d. SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements will be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.
- e. Discussion of Negative Net Income: If any of the financial statements submitted pursuant to this Section 29.2 indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, Proposers are required to submit an explanation of the measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.
- f. If Proposer or, if applicable, Lead Contractor and any Financially Responsible Party is a newly formed entity and does not have independent financial statements for at least one 12-month fiscal year, Proposer will submit financial statements for the equity owners of such entity (and the entity will expressly state that the entity is a newly formed entity and does not have independent financial statements).
- g. Material changes in financial condition:
  - i. Provide information regarding any material changes in financial condition for any entity for which financial statements are provided for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a Joint Venture, provide this information for all such members.
  - ii. If no material change has occurred and none is pending, each of these entities will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.
  - iii. In instances where a material change has occurred, or is anticipated, the affected entity will provide a statement describing: (A) such change; (B) actual and anticipated changes or disruptions in executive management relating to such change; (C) the likelihood that such change will continue during the proposed period of Project construction; (D) the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of



Project construction; and (E) how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement described in this RFQ and to ultimately submit a Proposal

- iv. To the extent not otherwise provided, estimates of the impact on revenues, expenses and the change in equity availability, separately for each material change, as certified by the chief executive officer, chief financial officer or treasurer (or equivalent) (if such individual is not also a signatory for the relevant entity on the Proposal Letter).
- v. If a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress or would be reasonably anticipated to be taken to insulate the Project from any such material changes.





#### 30. VOLUME 4 - REDACTED SUBMISSION

#### 30.1 PUBLIC RECORDS LAW REQUIREMENTS

# 30.1.1 Property of SBCTA

Once submitted, after the SOQ Submission Deadline the SOQs will become the property of SBCTA, and may not be returned to Proposers.

# 30.1.2 Compliance with Public Records Law

RFQ Comments and SOQs are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code) (the "Public Records Law"). Proposers are encouraged to familiarize themselves with the Public Records Law.

# 30.2 Confidential and Proprietary Information

# 30.2.1 Submission of Confidential and Proprietary Information

- a. In the event a Proposer submits any information that Proposer believes is not subject to disclosure pursuant to the Public Records Law ("Public Records Exempt Materials"), it must:
  - i. if the submission is made part of the SOQ, include an index of such information in the form of Annex B to Form 2 (the "Confidential Contents Index") and provide a redacted copy of the SOQ in accordance with Section 24.2.2; and
  - ii. if the submission is made other than as part of the SOQ, conspicuously mark the affected document "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRETS" in the header or footer of each such page affected.
- b. Blanket designations that do not identify the specific information deemed confidential by Proposer will not be acceptable and may be cause for SBCTA to treat the entire SOQ as public information.

#### 30.2.2 SBCTA Assessment of Confidential and Proprietary Information

- a. SBCTA will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Law or other Applicable Law, as to the interpretation of such laws, or as to the definition of trade secret.
- Nothing contained in this Section 30 will modify or amend requirements and obligations imposed on SBCTA by the Public Records Law or other Applicable Law.
- c. SBCTA reserves the right to disagree with Proposer's assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Law. The provisions of the Public Records Law or other Applicable Law will control in the event of a conflict between the procedures described above and the Applicable Law.



# 30.3 Review by Key Stakeholders

Information submitted by Proposers, including Public Records Exempt Materials, may be made available to representatives of OIAA, the City of Rancho Cucamonga, and the City of Ontario as necessary to facilitate review and evaluation of SOQs and other Proposer submissions during the procurement. To the extent reasonably possible, SBCTA intends to follow procedures that will preserve confidentiality relating to Public Records Exempt Materials during the procurement.

# 30.4 Preparation and Release of Redacted SOQ

Any Proposer that submits a SOQ containing any Public Records Exempt Materials must prepare and submit one digital copy of a redacted version of the SOQ. This redacted version must be identical to the SOQ other than redactions that only exclude Public Records Exempt Materials.

The Redacted SOQ will include a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:

- a. as the first page, an index of such information (the "Confidential Contents Index") in the form of Annex B of the Proposal Letter (Form 2); and
- b. the redacted contents from each of Volumes 1 through 3, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.

SBCTA may review each Redacted SOQ for compliance with Public Records Law, provided that the results of such review will not constitute a definitive determination as to whether the Redacted SOQ (and, consequently, the designations in the Confidential Contents Index) complies with Public Records Law and other Applicable Law.

#### 30.5 Disputes and Liability

#### **30.5.1 Disclosure Disputes**

In the event of any proceeding or litigation concerning the disclosure of any material submitted by Proposer, SBCTA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that SBCTA reserves the right, in its respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by SBCTA in connection with any litigation, proceeding, or request for disclosure will be reimbursed and paid by Proposer objecting to the disclosure. Each Proposer will be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

#### 30.5.2 No Liability for Disclosure

In no event will SBCTA or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.



# PART E: EVALUATION PROCESS AND CRITERIA

#### 31. OVERVIEW OF EVALUATION PROCESS

# 31.1 Description of the Evaluation Process

SBCTA anticipates using the following two-stage process to evaluate SOQs:

- a. One stage of the evaluation process will consist of the Pass/Fail Evaluation of each SOQ. This evaluation will consider whether each SOQ complies with the Pass/Fail Evaluation Criteria. A "failure" on any one of the criteria may result in SBCTA not evaluating the relevant SOQ any further. Subject to SBCTA's reservation of rights under Section 39, a Proposer will be required to obtain a "pass" (defined as having fully complied with a criterion) on all Pass/Fail Evaluation Criteria in order for it to be eligible to be selected by SBCTA as a Shortlisted Proposer.
- b. The other stage of the evaluation process will consist of the Substantive Evaluation of each SOQ in accordance with Section 34.

# 31.2 SBCTA's Rights During Evaluation Process

- a. SBCTA anticipates using one or more evaluation committees to review and evaluate the SOQs in accordance with the above criteria. The evaluation committees may include members of other public agencies.
- b. At various times during the deliberations, SBCTA may request additional information or clarification from Proposer or may request Proposer to verify or certify certain aspects of its SOQ as contemplated by Section 31.3. The scope, length, and topics to be addressed in any such clarification response will be prescribed by, and subject to, the sole discretion of SBCTA.
- c. Interviews are not anticipated at this time. SBCTA reserves the right to schedule interviews with Proposers on a one-on-one basis for the purpose of enhancing SBCTA's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs as contemplated by Section 31.3.a.
- d. Evaluations of SOQs are subject to the sole discretion of SBCTA and its staff, with assistance from such professional and other advisors as SBCTA may designate.
- e. SBCTA may contact the firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of SBCTA.
- f. At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.



# 31.3 Requests for Additional Information

- a. SBCTA may, at any time following submission of a Proposer's SOQ:
  - i. request written clarification or additional information from a Proposer;
  - ii. request a Proposer to verify or certify certain aspects of its SOQ, including through an oral presentation or interview (in person or remotely held); or
  - iii. contact firm and personnel references supplied by a Proposer, as well as request additional references not initially provided by a Proposer.
- b. The scope and length of, and topics to be addressed in, any response to such a request from SBCTA will be subject to SBCTA's discretion.

#### 31.4 Exercise of Discretion in Evaluation Process

- a. Evaluation and scoring of SOQs and ranking of Proposers are subject to the discretion of SBCTA (with assistance from the committees referred to in Section 39.2b and such professional and other advisors as SBCTA may designate).
- b. SBCTA retains discretion to select Shortlisted Proposers based on its assessment of the best interests of the Project, its stakeholders, and San Bernardino County.
- c. Proposers should note that, unless expressly permitted by this RFQ:
  - i. any failure to fully disclose requested information;
  - ii. any incomplete, inaccurate, materially misleading or non-responsive submissions; or
  - iii. any conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed,

may, in the discretion of SBCTA, lead to:

- iv. a "fail" as part of the Pass/Fail Evaluation;
- v. disqualification of a Proposer or a relevant Major Participant from the procurement process; and/or
- vi. a relatively lower score under the Substantive Evaluation.

#### 31.5 RFP Procedure and Evaluation

Shortlisted Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs will not carry over or be used in any way in the evaluation of the Proposals.



#### 32. PASS/FAIL EVALUATION CRITERIA

a. The "Administrative Pass/Fail Evaluation Criteria" are summarized in the table below.

# **Administrative Pass/Fail Evaluation Criteria**

<u>No.</u>	Pass/Fail Evaluation Criteria	RFQ Sec. Ref.
(1)	SOQ submitted at the SOQ Submission Location on or before the SOQ Submission Deadline.	Sections 23
(2)	Responsiveness of Proposer to the requirements in this RFQ, and conformance to the RFQ instructions regarding organization and format	All Sections
(3)	SOQ includes all materials required to be submitted and verified as set out in Annex A of the Proposal Letter, as independently verified by SBCTA.	Annex A to the Form of Proposal Letter

b. The "Financial Pass/Fail Evaluation Criteria" are summarized in the table below.

# Financial Pass/Fail Evaluation Criteria

<u>No.</u>	Pass/Fail Evaluation Criteria	RFQ Sec. Ref.
(1)	Proposer or Lead Contractor is capable of obtaining a payment and performance bond in the required amount from an Eligible Surety.	Section 29.2.8
(2)	The Proposal demonstrates that the aggregate amount of the debt commitments and the equity commitments meets or exceeds the amount of funds required to complete Developer's obligations to complete the Project.	Section 29.2.5

c. The "Technical Pass/Fail Evaluation Criteria" are summarized in the table below.

# **Technical Pass/Fail Evaluation Criteria**

<u>N</u>	<u>lo.</u>	Technical Evaluation Criteria	RFQ Sec. Ref.
(	1)	Proposer's SOQ complies with the Key Project Parameters	Section 9



#### 33. PASS/FAIL EVALUATION PROCESS

# 33.1 Responsiveness

- a. Each SOQ received by the SOQ Submission Deadline will be reviewed for:
  - i. the responsiveness of Proposer to the requirements in this RFQ;
  - ii. conformance to the RFQ instructions regarding organization and format; and
  - iii. minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ.
- b. Those SOQs deemed not responsive to this RFQ may, at the sole discretion of SBCTA, be excluded from further consideration and Proposer will be so notified. SBCTA may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

#### 33.2 Pass/Fail Review

#### 33.2.1 Administrative Pass/Fail Evaluation

- a. Following, or in conjunction with, evaluation of each SOQ for responsiveness, SBCTA will evaluate each SOQ based upon the Administrative Pass/Fail Evaluation Criteria set out in Section 32.
- b. A Proposer must obtain a "pass" on all Pass/Fail Evaluation Criteria in order for its SOQ to be evaluated qualitatively under Section 34.

#### 33.2.2 Financial Pass/Fail Evaluation

- a. Following, or in conjunction with, evaluation of each SOQ for responsiveness, SBCTA will evaluate each SOQ based upon the Financial Pass/Fail Evaluation Criteria set out in Section 32.
- b. A Proposer must obtain a "pass" on all Pass/Fail Evaluation Criteria in order for its SOQ to be evaluated qualitatively under Section 34.

## 34. SUBSTANTIVE EVALUATION CRITERIA

- a. SBCTA's evaluation and scoring of the SOQs under Section 34 will be conducted with reference to the following "Substantive Evaluation Criteria" listed in the table below. For purposes of these Substantive Evaluation Criteria:
  - i. although individual criteria may state that the evaluation will be based on a specific part of a Proposer's SOQ, such evaluation may also take into account relevant information (if any) that forms part of Proposer's SOQ; and
  - ii. evaluation criteria are not necessarily listed in order of priority or importance.
- b. For purposes of the Substantive Evaluation Criteria, demonstrated performance means the record of past legal, financial, commercial, technical, workforce, safety, community or other negative or positive performance of Proposer,



including of Major Participants and Key Personnel, which record SBCTA has required to be documented through the submission of information documenting past performance in accordance with the SOQ Submission Requirements.

# 34.1 Substantive Evaluation Criteria

Sub	stantive Evaluation Criteria	Maximum Points	Relevant SOQ Submission Requirements
1	Proposer's Approach to the Environmental Process and Permitting  Proposer will be evaluated based on:  • demonstrated understanding of environmental review and permitting processes;  • the extent and depth of Proposer's experience with environmental review and permitting processes in California; and  • Proposer's understanding of and planned	15	Volume 2, Section 28.3.3
2	approach to the environmental review and permitting processes for the Project.  Proposer's Team, Organization, Key Personnel, and Reference Project Experience  Proposer will be evaluated based on:  • the strength of Proposer's safety record and a review of Proposer's legal disclosures and legal certifications;  • the extent and depth of experience of Proposer's Key Personnel on comparable projects and in comparable roles;  • the extent to which Proposer demonstrates that Proposer's organizational and management structure accounts for all activities that are necessary to successfully complete the Project;	30	Volume 1, Sections 27.5, 27.6, 27.7 Volume 2, Sections 28.7, 28.8,
	<ul> <li>the Major Participants can and have worked together as part of an integrated team, to deliver</li> </ul>		



Sub	estantive Evaluation Criteria	Maximum Points	Relevant SOQ Submission Requirements
	<ul> <li>projects of a similar size, scope, and nature to the Project;</li> <li>the demonstrated capability and experience identified in Proposer's management structure and Key Personnel in establishing and implementing interrelated processes and project controls that manage project risks while at the same time encouraging innovation;</li> <li>the extent and depth of Proposer's experience with comparable design-build, design-build-operatemaintain, and/or P3 projects;</li> <li>the extent and depth of Proposer's experience with comparable tunnel projects in an urban area;</li> <li>the extent and depth of Proposer's experience operating public transportation services; and</li> <li>Proposer's understanding of the labor market, potential economic empowerment opportunities, and training opportunities, such as workforce partnerships and apprenticeship programs.</li> </ul>		
3	Proposer's Approach to Design & Construction of the Project  Proposer will be evaluated based on:  Proposer's demonstrated understanding of, and sound approach to, the design and construction of the Project, including unique issues, specific risks and anticipated challenges associated with the design and construction of the Project;  the extent to which Proposer's approach maximizes the use of public ROW, minimizes disruptions to the travelling public, and manages and mitigates construction impacts;  the extent to which Proposer will incorporate and deliver innovation in the Project, including an	20	Volume 2, Sections 28.3.1, 28.3.2, 28.3.4, 28.3.5, 28.3.6, 28.3.7, 28.3.8



Sub	stantive Evaluation Criteria	Maximum Points	Relevant SOQ Submission Requirements
	<ul> <li>explanation of how the innovation leads to added Project value and shared benefits;</li> <li>the extent to which Proposer demonstrates a focus and commitment to effective quality management and safety through its description of QA/QC and worker safety approach;</li> <li>Proposer's approach to coordination with third parties, including with respect to utility relocations, railroad crossings, freeway crossings, right of way acquisition, and other permitting;</li> <li>the extent and depth of Proposer's experience with utility relocations and right of way acquisition in Southern California;</li> <li>Proposer's understanding of scheduling sensitivities for this Project, and offering solutions that offer a competitive schedule; and</li> <li>Proposer's approach to and demonstrated experience with safety and security certification of public transportation systems.</li> </ul>		
4	<ul> <li>Proposer's Approach to Operations and Maintenance of the Project</li> <li>Proposer will be evaluated based on: <ul> <li>Proposer's demonstrated understanding of, and sound approach to operations of the Project, including unique issues, specific risks, and anticipated challenges associated with the Project;</li> <li>Proposer's demonstrated understanding of, and sound approach to maintenance, including preventative maintenance, of the Project, including tunnel ventilation, fire suppression, surveillance, controls, and other tunnel systems;</li> <li>the extent to which Proposer's approach to system operations demonstrates an ability to meet the</li> </ul> </li> </ul>	25	Volume 2, Section 28.4,



Sub	stantive Evaluation Criteria	Maximum Points	Relevant SOQ Submission Requirements
	Key Project Parameters;		
	the ability of the system proposed to accommodate future expansion;		
	the ability of the system to be converted to automated operations in the future;		
	<ul> <li>the extent to which Proposer demonstrates a strong commitment to safety in operating transit projects, commits to high levels of safety to users, offers solutions that mitigate health and safety risks during transit, and demonstrates an understanding of appropriate emergency access and egress requirements;</li> </ul>		
	<ul> <li>Proposer's approach to vehicle maintenance and management that ensures timely, comfortable, and reliable service to users; and</li> </ul>		
	<ul> <li>the extent to which Proposer plans to deliver a user experience that encourages high ridership and levels of satisfaction among users.</li> </ul>		
5	Proposer's Financing Capability, Approach, and Experience	10	Volume 3, Sections 29.1.1,
	Proposer will be evaluated based on:		29.2.2, 29.2.5
	<ul> <li>the extent to which Proposer's indicative plan of finance demonstrates a likelihood of success in covering all costs to deliver the Project;</li> </ul>		
	the extent to which Proposer demonstrates ability and experience to develop and finance large and complex projects, as well as (i) available equity investment and depth of demonstrated ability to invest equity and (ii) capability to arrange limited or non-recourse financing, as needed to cover all costs to deliver the Project; and		
	<ul> <li>a reasonable approach to financing the Project, management of risks associated with financing of</li> </ul>		



Substantive Evaluation Criteria	Maximum Points	Relevant SOQ Submission Requirements
the Project, as well as an understanding of the challenges, options and strategies associated with the Project.		

#### 35. SUBSTANTIVE EVALUATION PROCESS

- a. Subject to Section b and SBCTA's reservation of rights under Section 39, SBCTA will substantively evaluate each SOQ by considering the merits of each Proposer's overall qualifications, experience and approach by reference to the Substantive Evaluation Criteria.
- b. This evaluation will conclude with a scoring process. Under this scoring process SBCTA may award an aggregate maximum of 100 points to any SOQ, with the maximum number of points that may be awarded in relation to any subcriteria within the Substantive Evaluation Criteria being as set out against such subcriteria in Section 34.
- c. Subject to SBCTA's reservation of rights under Section 39, SBCTA anticipates selecting as Shortlisted Proposers no more than three (3) Proposers that submitted SOQs that:
  - i. have satisfied all Pass/Fail Evaluation Criteria; and
  - ii. are determined to have received the highest aggregate scores in accordance with this Section 35.

#### 36. SHORTLISTING

- a. SBCTA will make the final determinations of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the Work.
- b. Each Proposer will be notified in writing whether or not it has been selected for the Shortlist.

# PART F: PROTESTS, DEBRIEFS AND RESERVED RIGHTS

#### 37. PROTESTS

#### 37.1 Applicability and Process

- a. This Section 37 sets forth the sole and exclusive protest remedies available with respect to this RFQ.
- b. Only Proposers and Major Participants are permitted to file protests regarding the RFQ process in accordance with this Section 37.



c. Any protests regarding the RFQ process, including the selection of the Shortlisted Proposers, will be addressed to SBCTA and hand delivered to SBCTA's Contact Person no later than 14 calendar days after the public announcement by SBCTA of the identity of the selected Shortlisted Proposers. Any Proposer or Major Participant submitting such a protest is responsible for obtaining proof of delivery.

# 37.2 Required Early Communication for Certain Protests

Protests may be filed only after Proposer has informally discussed the nature and basis of the protest with SBCTA, following the procedures prescribed in this Section 37. Informal discussions will be initiated by a written request for a one-on-one meeting delivered to the RFQ Procurement Contact as specified in this Section 37. The written request will include an agenda for the proposed one-on-one meeting. SBCTA will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, SBCTA may make appropriate revisions to the RFQ documents by issuing addenda.

#### 37.3 Content of Protest

Any protest must include the following in order to be considered complete and delivered by the deadline specified in Section 37.1c:

- a. the full legal name and address of Proposer or Major Participant(s) that is/are making the protest; and
- b. a succinct statement of the grounds, legal authority and factual basis for such protest; and
- c. all documentation required to establish the merits of the protest.

#### 37.4 Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. SBCTA may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest will be decided on the basis of written submissions.

#### 37.5 Decision on the Protest

SBCTA's Procurement Manager or designee will issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, SBCTA may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of SBCTA's Procurement Manager will be final and non-appealable.

# 37.6 Protestor's Payment of Costs

If a protest is denied, Proposer filing the protest will be liable for SBCTA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by SBCTA as a consequence of the protest.



# 37.7 Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 29, and expressly waives all other rights and remedies that may be available to Proposer under Applicable Law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it will indemnify, defend and hold SBCTA and its directors, officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, will be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

#### 38. DEBRIEFINGS

# 38.1 Availability of Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not Shortlisted may request a debriefing within ten (10) days of notification of Shortlisting or, in the event a protest is filed prior to this date, upon the resolution of such protest, whichever is later. Debriefings will be provided at SBCTA's earliest feasible time after written notification of the Shortlisted Proposers. The debriefing will be conducted by a procurement official familiar with the rationale for the Shortlist decision.

# 38.2 Content of Debriefings

Debriefings will:

- a. Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ nor disclose or discuss any confidential information relating to any other Proposer or its SOQ;
- b. Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- c. Provide information on areas in which the unsuccessful Proposer's SOQ had strengths, weaknesses, or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

#### 39. RESERVED RIGHTS

#### 39.1 Waiver

By requesting and participating in any debriefing session, a Proposer and its Major Participants will be deemed to have waived any right to use any information provided by SBCTA in good faith during such a debriefing against SBCTA or its representatives in any way whatsoever, including in any protest or legal action.



# 39.2 SBCTA's Reserved Rights

In connection with the procurement described in this RFQ, SBCTA reserves to itself any and all of the rights set out in Sections 39.2.a through 39.2.g and any other rights available to it under applicable law (any of which rights will be exercisable by SBCTA in its sole discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- a. modify the procurement process described in this RFQ (including as previously modified in accordance with this Section 39.2) to address:
  - Applicable Law;
  - ii. the best interests of SBCTA;
  - iii. changes to the preferred alternative that arise from any CEQA, NEPA, or other Environmental Review process; and/or
  - iv. any concerns, conditions or requirements of Caltrans, FHWA, USDOT or any other State or Federal department or agency;
- b. in reviewing and/or evaluating SOQs:
  - i. terminate evaluation of SOQs received at any time:
  - ii. appoint evaluation committees to review SOQs and make recommendations, and seek the assistance of outside technical, financial, legal and other experts and consultants;
  - iii. waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a SOQ that it could otherwise have determined to have failed the Pass/Fail Evaluation or permit clarifications or additional information to be submitted with respect to a SOQ;
  - iv. make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of its evaluation;
  - v. require confirmation of information submitted by a Proposer, require additional information from a Proposer concerning its SOQ or require additional evidence of qualifications to perform the work described in this RFQ;
  - vi. seek or obtain data from any source that has the potential to improve SBCTA's understanding and evaluation of a SOQ; and/or
  - vii. if:
    - A. only one SOQ is received;
    - B. only one SOQ satisfies all Pass/Fail Evaluation Criteria; or
    - C. only one SOQ provisionally receives a sufficiently high numerical score following Substantive Evaluation to result in the relevant Proposer being selected as a Shortlisted Proposer.



then SBCTA may take such steps as appear to be appropriate to it under the circumstances, including:

- D. modifying any element of this RFQ;
- E. seeking additional or updated SOQs, information or clarifications from other Proposers; or
- F. terminating this procurement;
- c. in otherwise conducting the procurement process under this RFQ and any RFP:
  - i. modify any and all dates set in this RFQ and in any RFP;
  - ii. add or delete Proposer responsibilities from the information contained in this RFQ or any RFP;
  - iii. reject any and all submissions, responses, SOQs and Proposals received at any time;
  - iv. not select any Proposer as a Shortlisted Proposer;
  - v. add as a Shortlisted Proposer any Proposer that submitted a SOQ in order to replace a previously selected Shortlisted Proposer that withdraws or is disgualified from participation in this procurement:
  - vi. engage in negotiations with the highest-ranked Shortlisted Proposer or with any other Shortlisted Proposer;
  - vii. suspend and terminate Contract negotiations at any time;
  - viii. elect not to commence Contract negotiations;
  - ix. negotiate with a Shortlisted Proposer without being bound by any provision in its SOQ or subsequent Proposal;
  - x. disqualify any Proposer or any Shortlisted Proposer from the procurement process that changes its submission after the SOQ Submission Deadline without SBCTA's approval or for violating any rules or requirements of the procurement specified in (A) this RFQ, (B) the RFP, (C) any other communication from SBCTA or (D) Applicable Law; and/or
  - xi. accept, reject or seek additional information regarding a Proposer's request to make any Organizational Change;
- d. procure and develop the Project, including any portion thereof, in any manner that it deems necessary, including the right to:
  - i. modify the scope, structure, schedule and/or specific terms of, or cancel, this RFQ or any subsequent RFP, in whole or in part, at any time prior to the execution by SBCTA of a Contract, without incurring any cost obligations or liabilities;
  - ii. modify the scope of the Project or the Work during the procurement process;



- iii. issue addenda, supplements and modifications to this RFQ or the RFP;
- iv. issue a new request for qualifications or request for proposals after cancellation of this RFQ or the RFP;
- v. not issue an RFP;
- vi. elect not to commence or continue Contract negotiations with the then Preferred Proposer or any other Shortlisted Proposer, and/or suspend or terminate Contract negotiations at any time; and/or
- vii. develop some or all of the Project itself or through another State or local governmental entity;
- e. if SBCTA is unable to negotiate a Contract to its satisfaction with the Preferred Proposer, to:
  - negotiate with the next highest-ranked Shortlisted Proposer;
  - ii. seek amended, revised or supplemented proposals from any or all Shortlisted Proposers;
  - iii. terminate the procurement;
  - iv. pursue the development of the Work and/or the Project through a procurement or contracting approach not expressly anticipated by this RFQ or the RFP; and/or
  - v. exercise such other rights under the DB Law and other provisions of California law as it deems appropriate;
- f. exercise any other right reserved or afforded to SBCTA under this RFQ or the RFP or applicable laws and regulations; and/or
- g. exercise its discretion in relation to the matters that are the subject of this RFQ or the RFP as it considers necessary or expedient in the light of all circumstances prevailing at the time which SBCTA considers to be relevant.

# 39.3 No Commitment or Liability

- a. This RFQ does not commit or bind SBCTA to enter into a contract or to proceed with the procurement described in this RFQ, or to any other definite course of action. SBCTA does not assume any obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ or any subsequent RFP and all such costs will be borne solely by each Proposer.
- b. In no event will SBCTA be bound by, or liable for, any obligations with respect to the Project or any portion thereof, until such time (if at all) as the NEPA process is completed for the Project, the FHWA has issued a ROD for the Project and a Contract, in form and substance satisfactory to SBCTA, has been executed and authorized by SBCTA and, then, only to the extent set out therein.



# PART G: DEFINITIONS AND RULES OF INTERPRETATION

#### 40. RULES OF INTERPRETATION

#### 40.1 References to SBCTA Discretion

Any reference in this RFQ to SBCTA having the right to exercise its "discretion" means SBCTA having the right to exercise its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

# 40.2 Interpretation of Certain References, Terms, Phrases and Types of Language

# 40.2.1 Headings and Other Internal References

- a. Headings are inserted for convenience only and will not affect interpretation of this RFQ.
- b. Except as otherwise expressly provided in this RFQ, a reference to any Section, Part, Form, Annex or Exhibit within this RFQ, is a reference to such Section or Part of, or Form or Annex set out in, or Exhibit to, this RFQ.

#### 40.2.2 Common Terms

- a. When there are references to general words followed by a list, or a reference to a list, to make it clear that those general words "include" the matters set out in that list, then the contents of the list will not, and will not be deemed to, limit the generality of those general words.
- b. The singular includes the plural and vice versa.
- c. The word "promptly" means as soon as reasonably practicable in light of thenprevailing circumstances.

# 40.2.3 Professional Language and Terms of Art

Except as otherwise expressly provided in this RFQ:

- a. words and phrases not otherwise defined herein:
  - i. that have well-known technical or construction industry meanings will be construed pursuant to such recognized meanings; and
  - ii. of an accounting or financial nature will be construed pursuant to GAAP,
  - in each case taking into account the context in which such words and phrases are used; and
- b. all statements of or references to, dollar amounts or money in this ITP, including references to "\$" and "dollars", are to the lawful currency of the United States of America.

#### 40.2.4 References to Agreements, Documents and Laws

Except as otherwise expressly provided in this RFQ, any reference:



- a. to an agreement or other document will be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
- b. to any Applicable Law will be construed as a reference to such Applicable Law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.

#### 41. DEFINITIONS

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set out below when used in this RFQ.

"Affiliate" means in relation to any Person:

- a. any other Person having Control over that Person;
- b. any other Person over whom that Person has Control;
- c. any Person over whom any other Person referred to in (a) above also has Control;
- d. any Financially Responsible Party for that Person; or
- e. only with respect to the use of the term "Affiliate" in Forms 5 (Legal Disclosures) and 6 (Legal Certifications), any Joint Venture involving such Person and the Joint Venture's members or partners (but only as to activities of such members or partners in their roles as members or partners of such Joint Venture),

in each case where "Control" of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises direct or indirect control over that controlled Person's affairs.

"Applicable Law" means any:

- a. statute, law (including common law), code, regulation, ordinance or rule;
- b. binding judgment, judicial or administrative order or decree;
- c. written directive, guideline, policy requirement, methodology or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by SBCTA within the scope of their administration of this Contract); and
- d. similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any governmental authority,

in each case that is applicable to or has an impact on the Project or the Work.

"Business Continuity Plan" or "BCP" has the meaning given to it in Section 11.7.



"Caltrans" means the California Department of Transportation, an executive department within the State of California whose purpose it is to improve mobility access across the State.

"CEQA" means the California Environmental Quality Act, including any applicable regulations or Guidelines implementing the Act.

"Confidential Contents Index" has the meaning given to it in Section 30.2.1.

"Construction Value" means the original design-build (or equivalent) contract price for a Project, excluding any element of such price relating to debt or equity financing costs, operations or maintenance work, or land acquisition costs.

"Contract" means the design-build-operate-maintain contract which is anticipated to be entered into by SBCTA and the Preferred Proposer following the conclusion of the Project procurement process in accordance with the terms of the RFP.

"County" means San Bernardino County.

"D&C Work" means the design and construction work required for the Project.

"DB Law" has the meaning given to it in the Executive Summary.

"DBOM" means design-build-operate-maintain.

"Developer" means the single entity or Joint Venture formed by Proposer to complete the Project under the terms of, and as a party to, the Contract.

"Eligible Surety" means a bonding surety:

- a. licensed in the State and at all relevant times listed on the U.S. Department of the Treasury's annual Listing and Approved Sureties (Department Circular 570); and
- b. having either:
  - i. two or more of the following long-term unsecured debt credit ratings: (A) "A" by Standard & Poor's Rating Services; (B) "A" by Fitch, Inc.; (C) "A2" by Moody's Investors Service, Inc.; or (D) "A" by DBRS, Inc., in each case with an outlook of "stable" or better, and provided that such rating agency is at all relevant times a nationally recognized statistical rating organization registered with the Securities and Exchange Commission; or
  - ii. a rating of at least A and X, respectively, or higher, according to A.M. Best's Financial Strength and Financial Size Ratings.

"Financially Responsible Party" means each parent company or other entity (in either case, if any) that provides a letter of support in accordance with Section 29.2.6. Each Financially Responsible Party is a Major Participant.

"GAAP" means Generally Accepted Accounting Principles in the United States as in effect from time to time.

"IFA" has the meaning given to it in Section 1.3.

"IFRS" means international financial reporting standards.



"Information Barriers" means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who himself or herself has consulted or advised on, or otherwise has non-public knowledge of, the Project, this RFQ or any RFP, which barriers are customary and appropriate for the relevant industry of such Person and this Project and which barriers otherwise comply with such Person's obligations under Applicable Law.

"Infrastructure Equity Member" if any, means a member of the Proposer team that will contribute equity (directly or indirectly) to Developer as part of the financing of the Project.

"Joint Venture" means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and, for purposes of Section 24.1.c, each individual member or partner of such Joint Venture.

"Key Personnel" means the Project Director, Environmental Manager, Design Manager, Tunnel Engineering Manager, ROW Manager, Utilities Manager, Construction Manager, Quality Manager, Operations Manager, and Safety and Security Manager and the individuals filling the roles listed in Form 9 as identified by Proposer in its SOQ, subject to adjustment through an Organizational Change in accordance with this RFQ.

"Key Project Parameters" has the meaning set forth in Section 9

"KPI" means Key Performance Indicator.

"Lead Contractor" means the single entity or joint venture that will be primarily and directly responsible for construction of the Project, which may also be the Developer. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Contractor.

"Lead Designer" means the single entity or joint venture that will be primarily and directly responsible for design of the Project. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Designer.

"Major Participant" means each of Proposer, Lead Contractor, Lead Designer, Lead Tunnel Engineer, Lead Operator, Environmental Coordinator, Right of Way Acquisition Coordinator, Utility Coordinator, and any Financially Responsible Parties. One entity may fill more than one Major Participant role.

"MOU" means memorandum of understanding.

"NEPA" means the National Environmental Policy Act, including any applicable regulations implementing the Act.

"NTP" means notice to proceed.

"O&M Work" means the operations and maintenance work required for the Project.

"O&M Period" means the operations and maintenance period, determined by whether the procurement proceeds under the DB Law or the IFA.



"OIAA" means the Ontario International Airport Authority.

"ONT" has the meaning given to it in Section 1.1.

"Operations Oversight Agency" means the public agency that will serve as the counterparty to the Developer during the O&M Period.

"Organizational Change" has the meaning given to it in Section 20.1.

"Pass/Fail Evaluation Criteria" has the meaning given to it in Section 32.

"PCM" or "Program Management Construction Management Consultant" means the entity contracted by SBCTA to manage the Project, which includes among other things, administering the Contract on behalf of SBCTA, providing design reviews for the Project on behalf of SBCTA, and providing construction management, and, on behalf of SBCTA, verification of Developer's construction operations and product.

"Person" means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a Joint Venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.

"Preferred Proposer" means the Proposer that is selected by SBCTA to enter into the Contract following the evaluation of all Proposals submitted by Proposers in response to the RFP.

"Procurement Schedule" has the meaning given to it in Section 3.

"Project" has the meaning given to it in Section 1.1.

"Project Information" means any information provided to Proposers during the RFQ stage of this procurement.

"Project Website" has the meaning given to it in Section 13.

"Proposal Letter" has the meaning given to it in Section 17.1.

"Proposer" means firms, or Joint Ventures, partnerships or corporations formed for the purpose of responding to this RFQ.

"Public Records Exempt Materials" has the meaning given to it in Section 30.2.1.

"Public Records Law" has the meaning given to it in Section 30.1.2.

"Railroad" means each of UPRR and the SCRRA.

"Reference Project" means a surface transportation infrastructure project (including a tunnel) that was contracted on a design-build basis (including design-build contracting paired with operations, maintenance and/or financing elements.

"Responsible Agency" means a public agency which proposes to carry out or approve a project, for which a lead agency is preparing or has prepared an EIR or negative declaration. For the purposes of CEQA, the term "responsible agency" includes all public agencies other than the lead agency which have discretionary approval power over the project.



"Responsiveness Criteria" means the list of materials required to be submitted with Proposer's SOQ and verified as set out in Annex A to the Proposal Letter.

"Restricted Contact Period" has the meaning given to it in Section 17.2.1.

"Restricted Person" means Proposer, each Major Participant, and any Subcontractor otherwise engaged at the relevant time by Proposer or any Major Participant in connection with the Project, in each case including each such Person's agents and representatives (including Key Personnel).

"RFP" has the meaning given to it in Section 2.

"RFQ" has the meaning given to it in Section 1.1.

"RFQ Comment" has the meaning given to it in Section 15.1.1.

"RFQ Comment Deadline" has the meaning given to it in the Procurement Schedule.

"RFQ Procurement Contact" has the meaning given to it in Section 17.2.2.b

"ROW" means right-of-way.

"SBCTA" means the San Bernardino County Transportation Authority.

"SCRRA" means the Southern California Regional Rail Authority.

"Shortlisted Proposers" means those entities selected to respond to the RFP.

"SOQ" means a statement of qualifications submitted by a Proposer in accordance with Part E for SBCTA's evaluation in accordance with Part F.

"SOQ Submission Deadline" means the date and time indicated as such on the cover to this RFQ.

"SOQ Submission Location" means the SBCTA office at 1170 West Third Street, Second Floor, San Bernardino, CA 92410.

"State" means the State of California.

"Substantive Evaluation Criteria" has the meaning given to it in Section 34.

"Uniform Act" means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

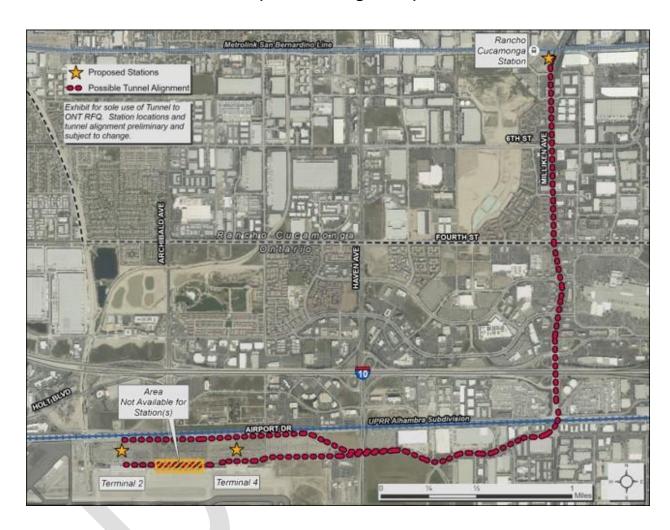
"UPRR" means the Union Pacific Railroad.

"Work" means the work to be completed by the Developer pursuant to the Contract.



# **PART H: EXHIBITS**

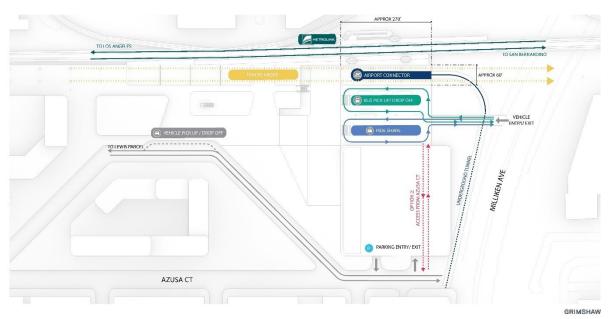
# EXHIBIT 1 (Potential Alignment)





# EXHIBIT 2 (Rancho Cucamonga Station Area)

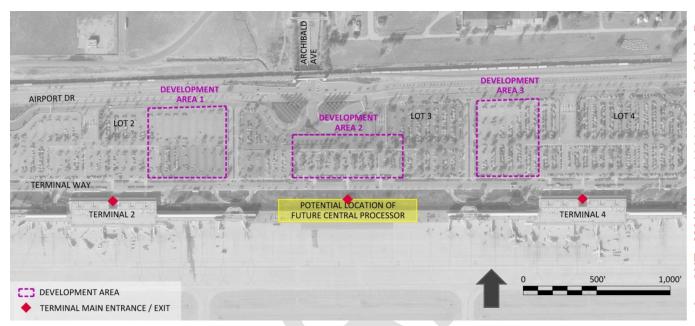
# Transit Organization







# **EXHIBIT 3** (Ontario International Airport Stations Area)



(impact no more than 12,000sf expandable to 15,000sf of surface area for each surface station)



**PART I: FORMS** 

Separately provided.



# Minute Action

**AGENDA ITEM: 24** 

Date: September 2, 2020

#### Subject:

Amendment No. 1 to Contract No. 20-1002310 - Procurement of Zero-Emission Multiple Unit Rail Vehicles

#### Recommendation:

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

Approve Amendment No. 1 to Contract No. 20-1002310, Procurement of Zero-Emission Multiple Unit Rail Vehicles, between San Bernardino County Transportation Authority and Stadler US, Inc., in an amount not-to-exceed \$117,216.50, bringing the total not-to-exceed contract amount to \$23,617,216.50.

#### Background:

San Bernardino County Transportation Authority (SBCTA) is expanding the public transit network in the San Bernardino Valley with implementation of the Redlands Passenger Rail Project (RPRP), which facilitates the introduction of the Arrow service using diesel multiple unit (DMU) rail vehicles. In conjunction with public transit expansion, and providing options for our traveling public, SBCTA seeks to reduce greenhouse gas emissions and improve air quality. The DMUs purchased for the Arrow service are powered via a diesel engine "generator" providing power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a zero- or low-emission multiple unit (ZEMU) vehicle that could run on existing heavy rail infrastructure, thus reducing impacts to air quality while maximizing the use of our existing rail infrastructure.

As part of this effort, SBCTA secured a \$30 million Transit and Intercity Rail Capital Program (TIRCP) grant to conduct the research and development (R&D) efforts necessary to purchase a vehicle, convert the vehicle to a ZEMU vehicle, construct the necessary infrastructure to support the alternative propulsion technology, and test the vehicle on the Arrow service corridor. In addition, the State wants the first three DMUs converted in the future, to operate the entire Arrow corridor as a zero- or low-emission revenue operation. The 2018 TIRCP grant award provides sufficient funding to develop and manufacture the ZEMU and provide fueling infrastructure to support delivery of hydrogen fuel to the maintenance facility. Additional funding will be required to convert the first three DMUs, and if desired, an on-site hydrogen fuel production facility. Staff is also exploring additional funding sources to cover project management support through testing and revenue service.

In July 2019, staff presented the ZEMU Concept Feasibility Study to the SBCTA Board of Directors (Board), which included a review of the potential technologies for zero/low-emission vehicles. Based on the guiding principles developed, the duty cycle demands, and a desire for zero-emission technology, battery and hydrogen hybrid fuel cell technologies were the two most viable options recommended. In accordance with staff's recommendation, the hydrogen hybrid propulsion option was selected as the preferred technology as it provides more range and can be expanded with less charging/fueling infrastructure than what is needed for a battery-only propulsion system. The operation does not rely on frequent wayside infrastructure to recharge,

Entity: San Bernardino County Transportation Authority

and is the most viable option for service expansion to Los Angeles Union Station on the Metrolink system. The primary required change would be additional hydrogen production to refuel more trains.

SBCTA staff held a two-day workshop with the Federal Railroad Administration (FRA) and Stadler US, Inc. (Stadler) in September 2019, to initiate discussion with both parties necessary to support development and testing of the vehicle. Staff moved forward with sole source negotiations with Stadler as approved by the Board in October 2018, and on November 6, 2019, Contract No. 20-1002310 was awarded, which was based on Contract No. 16-1001531, between SBCTA and Stadler for procurement of DMU Rail Vehicles for the Arrow Service for development of the technical specification for the hydrogen hybrid ZEMU.

Stadler just completed the concept design phase of the hydrogen hybrid ZEMU vehicle in August 2020 and determined that extending the length of the power pack by 1.8 meters will accommodate an increased hydrogen storage capacity of approximately 50%. This lengthening and increased hydrogen storage capacity, in turn, will increase the range and flexibility of the prototype vehicle and meet the targeted range and performance requirements. The concept design review workshop was held the week of August 31, 2020, and staff is preparing to meet with the FRA within the following two weeks to present the ZEMU vehicle design concept.

Preliminary design will follow the concept design phase and it is anticipated the full development and testing of the vehicle will take approximately three and a half years. Staff will be working with FRA through design and manufacturing; however, approximately one year will be needed for coordination with the FRA and approval to test the vehicle in non-revenue service. Like the DMU, the ZEMU vehicle will be compliant with FRA Passenger Equipment Safety Standards (49 CFR Part 238) and the vehicle's dimensions will allow for shared platforms with Metrolink equipment at the San Bernardino Transit Center and the Downtown Redlands Station.

Staff is requesting approval of Amendment No. 1 to Contract No. 20-1002310 in an amount not-to-exceed \$117,216.50, increasing the ZEMU vehicle unit price from \$11,900,000.00 to \$12,017,216.50. SBCTA and Stadler have agreed to equally share the cost associated with extending the length of the power pack of the ZEMU vehicle which is estimated to be \$234,433, or \$117,216.50 each. This change brings the total not-to-exceed contract amount to \$23,617,216.50.

In addition to the vehicle design, staff is working on the environmental clearance and preliminary design of the fueling facility for the Arrow Maintenance Facility (AMF). The ZEMU team is closely coordinating with the RPRP design team to accommodate potential changes to the AMF due to the power pack lengthening and overall hydrogen vehicle maintenance and operation.

SBCTA is also working with Southern California Regional Rail Authority (SCRRA) on possibly executing a maintenance contract for the ZEMU between SCRRA and Stadler. Contractually, SBCTA is responsible for executing a maintenance contract with Stadler prior to the completion of final design. However, as SCRRA will operate the vehicle(s), it is most appropriate that SCRRA, and not SBCTA, enter into the maintenance contract with Stadler.

SBCTA, in good faith efforts, will facilitate the execution of a maintenance contract between SCRRA, the eventual operator of the ZEMU, and Stadler.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### 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 the draft amendment.

#### Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved Board of Directors Date: September 2, 2020

Witnessed By:

			Co	ontract Si	ummary Shee	et				
			Gen	eral Cont	ract Informa	tion				
Contract No:	20-1002310	Amen	dment No.:	1						
Contract Class:	Payable	9	Depart	ment:		Transit				
Vendor No.:	03334	Venc	lor Name: S	tadler US	, Inc.					
Description:	Description: Procurement of Zero-Emission Multiple Unit Rail Vehicle									
List Any Related Co	ontract Nos.:									
				Dollai	Amount					
Original Contract		\$	23,500	,000.00	Original Con	tingency		\$		-
Prior Amendments	i	\$		-	Prior Amend	ments		\$		-
Current Amendme	nt	\$	117	,216.50	Current Ame	endment		\$		-
Total/Revised Con	tract Value	\$	23,617	,216.50	Total Contin	gency Va	lue	\$		-
		Total	Dollar Aut	nority (Co	ontract Value	and Cor	ntingency)	\$	23,617,216	.50
			C	Contract A	Authorization	1				
Board of Directo	ors Date:		/02/2020			Board		Item #	6965	
			ontract Mar		t (Internal Pu	rposes O				
	tal Project Con	tracts		Sole Sou	ırce? Yes		No Buo	dget Adjust	ment	
State			Constr							_
					ts Payable					
Estimated Start Da	te: <u>12/0</u>	04/2019	Expiration	on Date:	06/01/20	024	Revised Expiration	on Date:		
NHS: N/A	QMI	P/QAP:	N/A	Pr	evailing Wag	e:	No			
	Sub-					Total	Contract Funding:	Total C	ontingency:	
Fund Prog Task	Task Object F	Revenue	PA Level	Revenue	Code Name	\$	23,617,216.50	\$	-	_
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Carr	ie Schindler		_				Schindler			
	nager (Print Na	ame)			Tas	k Manag	er (Print Name)			
Additional Notes:									·	

Project Manager (Print Name)	Task Manager (Print Name)
Additional Notes:	

## AMENDMENT NO. 1 TO CONTRACT NO. 20-1002310 PROCUREMENT OF ZERO-EMISSION MULTIPLE UNIT (ZEMU) RAIL VEHICLES

#### BY AND BETWEEN

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### **AND**

#### STADLER US, INC.

This Amendment No. 1 to Procurement of ZEMU Rail Vehicles ("Amendment No. 1") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Stadler US, Inc. ("Contractor"), whose address is 5880 West 150 South, Salt Lake City, UT 84104. SBCTA and Contractor are each a "Party" and collectively the "Parties".

#### **RECITALS**

- **A.** On November 13, 2019, SBCTA and Contractor entered into an agreement to develop a ZEMU rail vehicle that will operate on the Redlands Passenger Rail corridor.
- **B.** SBCTA has agreed it is beneficial to extend the length of the power pack by 1.8 meters of the ZEMU vehicle to accommodate an increased hydrogen storage capacity of approximately 50% to increase the range and flexibility of the prototype vehicle in an attempt to meet the targeted range and performance requirements.
- **C.** SBCTA and Contractor have agreed to equally share the cost associated with extending the length of the power pack of the ZEMU vehicle which is estimated to be \$234,433 or \$117,216.50 each.
- **D.** Contractor has asserted a potential change in the unit pricing of the additional optional vehicles identified in Contract No. 20-1002310 as a result of modifying the power pack length to accommodate additional hydrogen fuel storage.
- **E.** SBCTA and Contractor have agreed to work together to bring down the quoted unit price for each option vehicle in Exhibit B, Item No. 5.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

- 1. Exhibit B Pricing Schedule Table Item No. 2a shall be amended from \$11,900,000.00 to \$12,017,216.50, an increase of \$117,216.50
- 2. The Recitals above are true and correct and are incorporated herein.
- 3. Except as amended by this Amendment No. 1, all provisions of Contract No. 20-1002310, shall remain in full force and effect and are incorporated herein.
- 4. This Amendment No. 1 is effective the date that executed by SBCTA.



**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 below.

CONTRACTOR		SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY				
	Martin Ritter CEO Stadler US, Inc.	By: Frank J. Navarro, Presiden Board of Directors  Date:	t			
	APPROVED AS TO FORM	APPROVED AS TO FORM				
By:	Lucy K. Andre General Counsel	By:  Julianna K. Tillquist General Counsel				
		CONCURRENCE				
		By:  Jeffery Hill  Procurement Manager				

#### Minute Action

**AGENDA ITEM: 25** 

Date: September 2, 2020

#### Subject:

XpressWest - Privately Funded High-Speed Rail between Las Vegas and Rancho Cucamonga

#### Recommendation:

Receive presentation from DesertXpress Enterprises, LLC, doing business as XpressWest, regarding a privately funded high-speed passenger rail connection between Las Vegas, Nevada, and the Rancho Cucamonga Metrolink station, predominately utilizing the Interstate-15 transportation corridor.

#### Background:

On July 1, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Contract No. 21-1002447, a Memorandum of Understanding between SBCTA and XpressWest, to progress development of a privately funded high-speed rail connection between the Victor Valley and the Rancho Cucamonga Metrolink station, including consideration of station locations, design concepts and alignments, and coordination with SBCTA's interests, including the Interstate-15 Express Lanes project, between the San Bernardino/Riverside County line, and eventually into the Victor Valley. This segment is a continuation of the Phase 1: XpressWest - Las Vegas to Victor Valley segment currently under development. Representatives from XpressWest will provide a general update including ridership, rail and station design, coordination with California State Transportation Agency (CalSTA) and California Department of Transportation (Caltrans), current environmental activities, and project delivery schedule.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

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

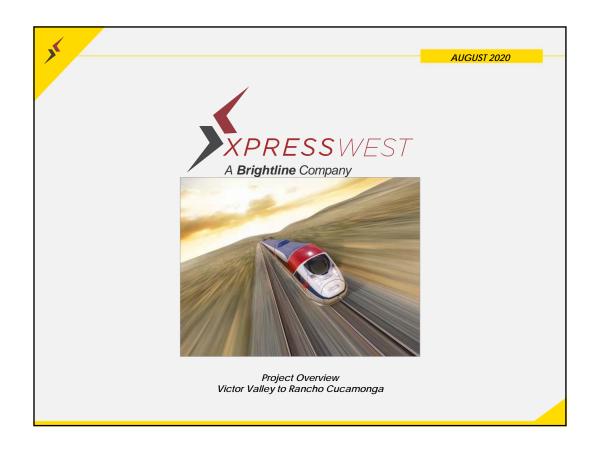
#### Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved Board of Directors Date: September 2, 2020

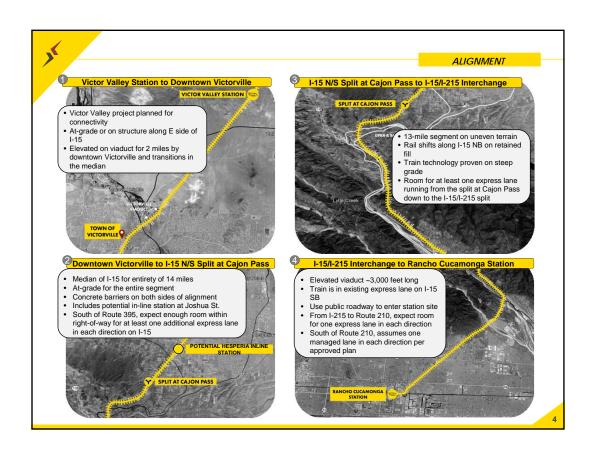
Witnessed By:

Entity: San Bernardino County Transportation Authority



1. Workstreams Since Signing MOU in July
2. Rail Alignment
3. Operating Plan
4. Station
5. Next steps

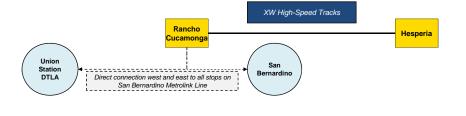
#### SINCE MOU Engaged ridership consultant to study both riders between Southern California Ridership & traffic for & Las Vegas and intra-California service between segments north and south of Intra-California service Paired estimates with freeway traffic flow analysis that incorporated our projected ridership and usage of right-of-way for train Completed 15% design for Victor Valley to Rancho Cucamonga Rail & stations design Completed concept design for multi-modal transit hub in Rancho Cucamonga Located & developed initial plans for inline station in Hesperia Met on August 5 to discuss due diligence process CalSTA / Caltrans Proceeding to 30% design and drafting right-of-way agreement amendment Met with FRA on August 4 to discuss environmental approval Environmental work / **NEPA** Preparing technical reports for a submission by end of month



RIDERSHIP & OP. PLAN

#### Commuter service caters to commuters between Victor Valley and any stop along the San Bernardino Metrolink line

- · Train travel time from Hesperia to Rancho Cucamonga of under 30 minutes vs. 40-45-minute drive
- · Plan to align arrivals / departures with Metrolink service in Rancho Cucamonga
- Mobility option for people traveling between Rancho and Victor Valley, but also caters to people traveling from the Victor Valley to other areas along the San Bernardino Metrolink line (e.g. San Bernardino Depot/Downtown, LA Union)
- · Right-of-way available to additional freeway lanes in tandem with rail corridor
- · Rail service along fully electrified system is an environmentally friendly commuter alternative to driving
- Additional population or commuter growth above expectations can be serviced through existing train capacity
  without a need for any infrastructure or trainset expansions



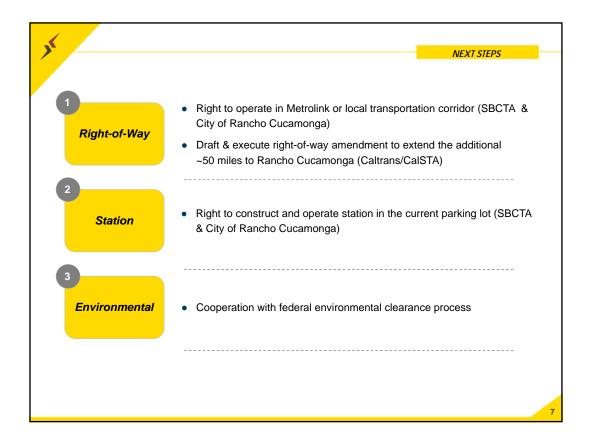
STATION PLAN

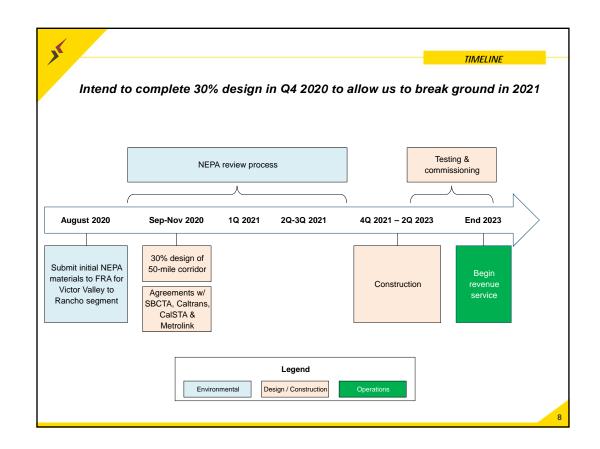
#### New transit hub located just south of existing eastbound Metrolink tracks

- High-speed tracks are 30' elevated
- · Metrolink tracks unchanged
  - Access eastbound Metrolink tracks from retail area and/or from high-speed tracks that are above
  - Access westbound Metrolink tracks through existing Metrolink tunnel
- Connectivity to Ontario International Airport will be adjacent to eastbound Metrolink tracks



Note: Initial concept plan is subject to change as design advances







#### Minute Action

**AGENDA ITEM: 26** 

Date: September 2, 2020

#### Subject:

San Bernardino County Transportation Authority and Omnitrans Consolidation Study and Innovative Transit Review of the Metro-Valley

#### Recommendation:

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

- A. Receive and file an update on the Consolidation Study and Innovative Transit Review of the Metro-Valley; and
- B. Approve staff recommendation to not consolidate San Bernardino County Transportation Authority and Omnitrans due to the minimal financial savings and the major organizational and legal risks.

#### Background:

At the September 2019 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, staff presented a recommendation to approve a 3.5% annual increase in discretionary revenue allocations for Omnitrans based on current revenue projections, in an effort to provide a framework whereby Omnitrans' staff could develop a strategy to align service levels with forecasted revenues. This item was presented concurrently with an item presented by Omnitrans staff to the Omnitrans Board recommending an 11% service cut be considered, which was ultimately adopted by the Omnitrans Board. During the presentation of the SBCTA item, there was substantial discussion concerning the forecasted operational deficit, proposed service cuts, and the possibility of increasing the cost-effectiveness of the transit service in San Bernardino County. As part of the SBCTA Board motion, staff was directed to conduct an analysis of consolidation of transit operations county-wide.

In accordance with the direction given, staff prepared a scope of work (SOW) and independent cost estimate which were presented to the Transit Committee (Committee) in October 2019, with a recommendation to execute a contract task order (CTO) for the County-Wide Transit Consolidation Study & Innovative Transit Review of the Metro-Valley. The proposed SOW presented to the Committee included creating a pros and cons list for each transit operator with respect to consolidation with SBCTA, then an analysis of what the consolidation would look like for each of the transit operators recommended to move forward with consolidation, and lastly, an innovative transit review of the Metro-Valley. As the operational deficit is focused in the Metro-Valley area, the goal of the latter is to identify ways to match resources with the changing demand for public transportation, with a focus on cost-effectiveness, efficiency and the traveling public.

There was substantial discussion during the Committee meeting regarding the need to include the Mountain/Desert operators in the study when none of them are experiencing an operational deficit. The Committee recommended the Board approve execution of a CTO for a narrowed scope of study which includes only SBCTA and Omnitrans. In addition, the Committee recommended a working group including the General Managers and Executive Directors from the Mountain/Desert transit agencies be formed to assist with development of the final

Entity: San Bernardino County Transportation Authority

recommendations related to the Innovative Transit Review of the Metro-Valley, as their skill set would be helpful.

In accordance with the recommendation provided by the Committee in November 2019, the Board approved a CTO for the SBCTA and Omnitrans Consolidation Study & Innovative Transit Review of the Metro-Valley, in an estimated amount of \$850,000. Subsequently, SBCTA solicited competitive proposals for the narrowed SOW from WSP USA, Inc. (WSP) (Contract No. C14086) and Mott MacDonald (Contract No. C14003), under the On-Call Transit and Rail Services contracts. In December 2019, SBCTA awarded a contract to WSP in the amount of \$590,071.78. The consolidation-related elements (Task 1 and Task 2) are estimated to cost \$372,451.78 and the Innovative Transit Review of the Metro-Valley area is estimated to cost \$217,620.00.

The consultant's role in the current study was to revisit the 2015 Study with respect to Omnitrans and SBCTA, highlight and document major changes to the organizations since that study effort, and continue with a detailed assessment that would identify and quantify the benefits and drawbacks to consolidating Omnitrans under SBCTA. The study also identified the steps and estimated cost to pursue and implement such a consolidation. As mentioned above, in addition to studying consolidation of Omnitrans and SBCTA, the SOW includes an innovative transit review of the Metro-Valley to look at ways to match resources with the changing demand for public transportation, with a focus on cost-effectiveness, efficiency, and the traveling public.

The study is currently anticipated to last 11 months following the formal kickoff meeting held in January 2020. Participants in the kickoff meeting included the Omnitrans core team composed of: the Interim CEO/General Manager, the Director of Strategic Development, the Director of Operations, and the Director of Finance; the SBCTA core team composed of: the Transit Manager and the Director of Special Projects and Strategic Initiatives; and several WSP team members. During this meeting, the scope and schedule were reviewed and agreed upon as well as communication protocols.

During the study, the WSP reports were provided to both agencies at the same time in order to ensure transparency and reduce turnaround review time. It was also agreed upon to present the results of the study to both the Omnitrans and SBCTA Committees and Boards on the same day. Furthermore, any meeting minutes and reports resulting from the study were also provided to two advisory committees comprised of 1) other San Bernardino County transit operator Chief Executive Officers; and 2) City Managers that volunteered to participate, including representatives from the Cities of Ontario, Rancho Cucamonga, Yucaipa, and the Town of Yucca Valley.

The major milestones of the Consolidation Study are as follows:

Tasks	Milestone Presentation	Committee	Board of
			Directors
1.1 to 1.3	Performance Review Report, Efficiency	March	April
	Opportunities Update from the 2015 Study,	2020	2020
	Performance Indicator Review of Omnitrans over the		
	past five years, and Pros/Cons of Consolidation.		
1.4	Functional Analysis and Financial Impact Analysis.	August	September
		2020	2020
2	Consolidation Findings Report, Implementation	September	October
	Report, and Final Consolidation Report.	2020	2020
3.1 to 3.3	Innovative Transit Review Report.	October	November
	-	2020	2020

On April 1, 2020 the Board received the first two reports, which included information regarding Omnitrans performance review, an update from the 2015 Study, a performance indicator review comparing Omnitrans against five similar transit agencies, and a preliminary list of pros/cons of consolidation. The two most recent reports on Tasks 1.4B and 1.4C are discussed herein.

Based on the lack of significant financial savings, which is discussed in depth below, as well as some not-insignificant risks associated with any consolidation, which are also explained herein, staff recommends against a consolidation of the two agencies at this time.

#### **Study Process and Methodology**

The discussion of a potential complete consolidation analysis explicitly excludes the consideration of the other four transit operators in San Bernardino County. Thus, the premise of an Omnitrans and SBCTA total consolidation underlies this study's analysis.

In Task 1.4B, the opportunities and challenges of this complete consolidation scenario are evaluated using three evaluation criteria: financial, organizational, and legal. Financial criteria assess the impact on expenditures, revenues, and savings from a potential consolidation of each function. Table 1 lists questions explored in this analysis to determine the impact of a complete consolidation under each criterion.

**Table 1: Questions Asked in Each Criterion** 

Criteria	<b>Evaluation Questions</b>
Financial	What is the impact on expenditures, revenues, and savings from
	complete consolidation?
Organizational	What is the impact on current personnel, talent, and/or policy from
	complete consolidation?
Legal/Contractual	What are the legislative, contractual, or other legal actions required to
	effectuate complete consolidation?

A peer agency analysis was also conducted for Task 1.4B, presenting best practices and lessons learned from the successes and challenges of consolidation experiences in Los Angeles County, Orange County, and San Diego County. The evaluation findings from this chapter served as a

San Bernardino County Transportation Authority

road map for the detailed financial impacts analysis of the next task (1.4C) in the overall Consolidation Study and Innovative Transit Review of the Metro-Valley.

For Task 1.4C, the two agencies (all functions) were assumed to be brought together under one organization and would entail transferring all functions into a single consolidated agency, which then would provide transit and other transportation services that would be most appropriate if consolidation were found financially advantageous. Interviews were conducted with SBCTA and Omnitrans for this subtask in January 2020; staff from both agencies responded that consolidation of Omnitrans into SBCTA as an entirely separate department would be the most appropriate consolidation scenario. Financial impacts were then assessed in a variety of scenarios that could be undertaken to complete a consolidation.

Task 1.4B noted very few areas of functional overlap between SBCTA and Omnitrans, so the potential savings would be limited. Unlike the three case study consolidations where there was significant overlap in core functions (such as in transit revenue service delivery), the areas in which SBCTA and Omnitrans have overlapping functions are primarily in the support functions (e.g., Human Resources, Payroll, Accounting, Information Technology) with minor overlap in capital projects oversight and board membership. Even in these cases, few redundancies were identified. The primary objective of this chapter's financial analysis was to estimate the higher-level order of magnitude for financial impacts of potential complete consolidation, ultimately for consideration by decision-makers in San Bernardino County.

WSP prepared the following two reports to summarize the information gathered to date: 1) Evaluation of Functional Areas in a Complete Consolidation, and 2) the Financial Impact Analysis. These reports were reviewed by both agencies and the two advisory committees. WSP prepared revisions to the reports based on detailed comments received from SBCTA, Omnitrans, and the advisory committees. The following is a summary of the key points from both reports:

#### **Evaluation of Functional Areas in a Complete Consolidation Report**

Task 1.4B: Evaluation of Functional Areas in a Complete Consolidation Report, provided as a separate attachment, is composed of three sections:

- 1) Case Studies of Three Southern California Agency Consolidations Interviews with retired executives from Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), and Metropolitan Transit Development Board (MTDB)/Metropolitan Transit Services (MTS) to identify best practices and lessons learned from the successes and challenges of consolidation.
- **2)** Assessment of Functional Areas Opportunities and Challenges for 12 functional areas using three evaluation criteria: 1) Financial, 2) Organizational, and 3) Legal/Contractual.
- 3) Legal Formation of the Consolidated Agency legal actions required to effectuate complete consolidation.

- 1) The peer review case studies identified the following:
  - The initial desire for consolidation or restructuring at all three peer agencies was based on some type of duplication in agencies or services. At LA Metro, it started from having two separate agencies, both doing rail network planning and development. At MTDB, it started with the vision of developing a light-rail transit system that would need to supplant the existing, uncoordinated transit services with a network that would feed and support light-rail and improve cross-jurisdiction ease of travel for passengers. At OCTA, it was a response to the existence of seven separate entities, all doing some form of transportation planning or service provision.
  - All three of the peer agency consolidation case studies had their origins in state legislation mandating the change and establishing planning, funding, and operating roles of the new agency. In some cases, subsequent state legislation was also needed.
  - Consolidation, by itself, was not the solution for structural budget shortfalls and poor transit performance but could be the catalyst for better outcomes if other supporting actions were taken to make the consolidation more effective and efficient. With LA Metro and OCTA, it involved large-scale administrative layoffs. At MTDB, it involved service reductions and large-scale contracting for transit service delivery and service re-design.
  - Restructuring takes time, often years to see lasting effects, and it should involve a transition period with targeted implementation steps aimed at achieving specific change objectives.
  - Strategic planning can institutionalize changes, guide long-term policy direction and vision, and set a timeline for action. This should preferably begin before the consolidation takes effect and should continue with multi-agency coordination efforts to achieve buy-in by the participating agencies and/or department heads.
  - A balanced long-term financial plan for all modes, including Omnitrans bus service, should follow strategic planning to evaluate the financial sustainability of the agency, appease those concerned about one mode dominating the other, and secure discretionary federal grant funding in the future. Since a 20-year financial plan is already in place, this component would be easy to implement.
  - A potential SBCTA-Omnitrans consolidation should be effectuated by statute to enable SBCTA to operate a bus system and to assist the consolidated agency in becoming the direct Federal Transit Administration (FTA) grant recipient for funds that had formerly gone to Omnitrans.
  - If there were to be a consolidation, decisions related to discretionary grant funds distribution by SBCTA to the consolidated agency (i.e., to its new Transit Operations Department) versus the other transit operators across the county need to be worked out ahead of any potential consolidation.
  - The use of separate corporate entities to solve thorny consolidation issues were present at both LA Metro and MTDB. LA Metro created the Public Transportation Services Corporation to resolve the issue of two separate sets of retirement programs and benefits between the two former agencies. MTDB created a separate California non-profit corporation to be the operator of the San Diego Trolley in order to retain independence from the transit operators and avoid perceptions of conflict of interest if they had been an operator of one of the region's services.

#### 2) Assessment of Functional Areas:

Task 1.4B analyzed 49 functional areas grouped into 12 major functions as follows:

- 1. Provision of fixed-route transit service and related support functions (including revenue services, dispatching and customer service); and
- 2. Americans with Disabilities Act (ADA) and Demand-Response Services (including paratransit services, specialized transportation services, ADA certification processes, and ADA dispatching and customer service); and
- 3. Integration with existing and future rail service; and
- 4. Assets and Maintenance (including facilities management, revenue and non-revenue vehicles, transit facilities, right-of-way and property, and transit asset management); and
- 5. Procurement (including professional services contract management, vehicle and support equipment acquisition, fare collection and other equipment procurement, as well as Disadvantaged Business Enterprise, Buy America, and Title VI compliance); and
- 6. Human Resources (including labor relations, training and drug/alcohol compliance); and
- 7. Planning (long range transit planning, service planning/data analysis, short range transit planning, and comprehensive operational analysis and scheduling); and
- 8. Capital Projects (including project development and construction management); and
- 9. Finance (including budgeting, accounting, payroll, risk management, internal controls and audits, capital asset management and reporting, grant application prep and assistance, grant management and reporting, funding, fare policy, cash and investment management, inventory management, sub-recipient monitoring, FTA processes); and
- 10. People Costs (such as retirement systems, job classification, benefits and support functions); and
- 11. Other Shared Services (including policy and legislative affairs, information technology, marketing, community outreach, advertising, telephone systems and security services); and
- 12. Board of Directors/Committees support.

The analysis identified that since Omnitrans is fundamentally responsible for transit services planning and provision in specific parts of the County, and that SBCTA is fundamentally responsible for long-range countywide multimodal planning and delivery of capital projects, there are few areas of functional redundancy between the agencies. Since there was relatively little duplication of services or activities, the magnitude of potential savings is anticipated to be less significant and is focused principally on administrative efficiencies. After careful evaluation, only 12 of the 49 functional areas were identified to possibly have the most financial implications. Those were then further evaluated in Task 1.4C: Financial Impact Analysis report.

3) WSP's analysis of legal formation implications of any consolidated agency found that legislation is required in order for SBCTA to have the authority to perform transit services. Furthermore, enactment of state enabling legislation would provide a means of gathering the required approvals of the Governor and regional transit agencies for SBCTA to receive direct recipient status for FTA funding. Legislation would also provide an opportunity to codify important policy decisions regarding the funding and governance relationship between SBCTA and the county's other transit providers. WSP found that most of these legal and contractual impacts are short-term, in that they specifically relate to the effort and attention required to consolidate. These areas will need detailed attention by legal and

political resources to ensure continued compliance with FTA regulations and state law during the transition and early days of a consolidated agency. In a potential complete consolidation, careful planning to address these steps will be critical to success, and such pre-planning would be crucial to avoid any interruption in the ability to provide transit service and deliver a capital program.

#### **Financial Impact Analysis Report**

Task 1.4C, the Financial Impact Analysis Report, provided as a separate attachment, covered twelve (12) out of the 49 functional areas that were analyzed first in the Task 1.4.B: Evaluation of Functional Areas in a Complete Consolidation report, namely:

- 1. Facilities management
- 2. Labor relations
- 3. Accounting
- 4. Payroll
- 5. Risk Management
- 6. FTA direct recipient status
- 7. Retirement costs
- 8. Job classifications (staff duplication)
- 9. Employee benefits
- 10. Information Technology
- 11. Security
- 12. Board of Directors/Committees

WSP found that three of these areas (employer costs associated with retirement and benefits, and potential staff duplication) resulted in potential savings greater than \$500,000. These three areas consist entirely of people, their jobs, and their compensation packages. Discussion of these areas are separated into considering the impacts to employer costs relating to retirement and benefits (two areas), and those impacts to the remaining ten areas. The fiscal impacts of the remaining ten areas are based on fully burdened costs based on current benefit loads. The ranges of these potential savings and costs are summarized in Figures 1 and 2 on the following page.

It is important to note, by enacting the most cost-effective financial decisions, WSP noted that there could be a significant impact to employee morale, retention, and productivity in the near and mid-term timeframes. Furthermore, additional analysis to job classifications, workload, and compensation for bargaining units could significantly reduce the potential identified savings or further increase the overall costs.

In addition, WSP noted options to consolidate retirement and benefits are complex, and savings are generally uncertain. Not all retirement option cost increases/savings can be estimated with certainty at this time. Even the retirement option analyzed, while showing potential annual savings of approximately \$2 million, would only achieve such savings as a result of a significant one-time cost (\$100 million to \$174 million to pay for the unfunded pension liability), which makes the option cost-prohibitive. Other retirement options, available and briefly discussed in the report, were not evaluated due to the cost and time it takes to perform actuarial analysis by the two affected retirement agencies. While these other options may be more financially feasible, any potential cost savings/increases would be a result of a change to the employees' expected retirement benefits.

San Bernardino County Transportation Authority

Furthermore, alternatives for medical benefits lead to either a range of cost savings or increases that fluctuate depending on employees' personal choices since it is based on the medical plans they enrolled in or if they opt-out of the medical plans. Thus, the likelihood of realizing the maximum savings is unlikely and most likely would fluctuate on an annual basis. The maximum cost increase was approximately \$580,000 and the maximum cost savings was also estimated at \$580,000.

Figure 1: Summary of potential fiscal impacts due to retirement and medical plan consolidation

Section	Functional Area	# of Scenarios	Lowest of range (net savings) or increase in net annual cost		Existing Baseline (2020)		Highest of range (net savings) or increase in net annual cost		Potential One-time (Savings)/Cost	Estimated Termination Costs <sup>1</sup>
2.4.1	Retirement	2	\$	(2,200,000)	\$	9,200,000	\$	(2,100,000)		\$104M or \$174M
2.4.3	Benefits - Non-Medical Plans	2	\$	(710,000)	\$	1,110,000	\$	830,000	(\$140K) or \$210K	
2.4.3	Benefits - Medical Plans	2	\$	(580,000)	\$	2,400,000	\$	580,000		

<sup>1 -</sup> The estimated termination costs are highly uncertain. Omnitrans' estimated termination cost is from CalPERS actuarial report. The estimated termination cost for SBCTA was calculated based on a ratio using Omnitrans' termination cost.

Of the remaining ten functional subareas, WSP found that most have no or minimal savings, except for Job Classification, and totaling the ten areas results in savings of up to \$1.8 million or cost increases of up to \$300,000, excluding potential one-time costs. With the combined annual budget of SBCTA and Omnitrans at approximately \$1 billion annually, this represents a potential savings of 0.02% of the total combined budget. The functional area with the largest potential savings, Job Classification, reflects the potential costs to align similar job functions for similar pay for similar work, and potential reductions in staff (between three and nine employees).

Figure 2: Summary of the remaining ten functional areas

Section	Functional Area	# of Scenarios		of range ings) or n net cost	sting Baseline (2020)	(net sa	of range vings) or in net cost	Potential one-time cost
2.1.1	Facilities Management	2	\$	(200,000)	\$ 3,560,000	\$	150,000	
2.2.1	Labor Relations	3	\$	-	\$ 1,890,000	\$	-	
2.3.1	Accounting	1	\$	-	\$ 2,400,000	\$	-	
2.3.2	Payroll	3	\$	10,000	\$ 480,000	\$	310,000	\$50k or \$550k
2.3.3	Risk Management	1	\$	-	\$ 9,400,000	\$	-	
2.3.4	FTA Direct Recipient	1	\$	-	\$ -	\$	-	
2.4.2	Job Classification	2	\$ (	1,475,000)	\$ 7,325,000	\$	(100,000)	
2.5.1	Information Technology	2	\$	(40,000)	\$ 4,180,000	\$	-	\$250k to \$1M
2.5.2	Security	1	\$	-	\$ 1,830,000	\$	-	
2.6.1	Board of Directors/Committee	2	\$	(65,000)	\$ 245,000	\$	(50,000)	
			Anı	nual	Annual	An	nual	

#### **Staff Recommendation**

Due to the preliminary findings summarized below, staff recommends against any consolidation at this time. The basis of this staff recommendation is as follows:

- **Little functional overlap and resultant savings:** As noted in WSP's reports, there are few areas of substantial overlap in functional areas between the agencies. As a result, there is little duplication and thus minor ongoing savings, <1% of the combined budget of the potential consolidated agency.
- One-time costs: The costs associated with the legal, contractual, and IT systems integration
  to enable and support a consolidated agency are substantial and greatly outweigh the minimal
  potential ongoing savings.

- Impacts to employees: A consolidated agency would need to consolidate classification and compensation systems, and either standardize one retirement and benefit system or create a complex legal structure to preserve the current retirement and benefit systems. The current salary and benefits structure of the two agencies are different, and most of the savings identified in the WSP's report are specifically due to changing the employees' compensation structure, which will impact employees and create additional organizational risks.
- Organizational risks/impacts: As noted in WSP's report, changes to the employee compensation packages, reporting relationships, and resolving the few duplicative positions would likely result in a reduction in productivity and employee morale during the transition and loss of knowledge as employees seek other employment during the uncertainty. In addition, given the representation of labor unions for many current Omnitrans staff, any changes to retirement, benefits, or compensation structures will likely require additional engagement and partnership with the labor unions. These organizational impacts pose a significant disruption to operations due to change in overall vision, goals, and administrative policies and procedures with no offsetting positive effect to services.

After considering the few areas of overlap, limited options for savings, and the increased risks and potential additional costs managing through a complete consolidation, the concerns are significant and far outweigh any identified benefits, opportunities and savings.

Summaries of the analyses can be found in Sections 2.1 to 2.6 of the Task 1.4C report. (It should also be noted that WSP's cost summations are rounded while the detailed calculation tables found in the appendices are non-rounded values.)

#### **Next Steps in the Study**

The next steps in the study will include:

- Final Consolidation report including a summary of findings and the staff recommendation, and a high-level implementation plan.
- Innovative Transit Review report.

#### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 13, 2020. SBCTA General Counsel has reviewed this item and the reports.

#### Responsible Staff:

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved Board of Directors Date: September 2, 2020

Witnessed By:



**Presentation Overview** ➤ Objective of the study ➤ Peer Agency Review > Assessment of Functions > Financial Analysis ➤ Next Steps 1151)



#### **Study Objective and Work to Date**

Analyze impacts from a potential consolidation of SBCTA + Omnitrans

- ✓ WSP presented background and performance review in March/April
- ✓ Study began prior to the COVID-19 Pandemic

#### **Task 1.4**

- Analyze the pros, cons, and financial and organizational impacts
- Conduct a peer review of agencies that have consolidated



3

#### **Peer Agency Review**

Case Studies of Complete Consolidation



Los Angeles County Metropolitan Transportation Authority

(LA Metro)

- Two agencies planning and building rail transit systems in LA County.
- More than 30 bills were introduced in the state legislature.
- Budget challenges were not the rationales for consolidation, but it did help to achieve better fiscal outcomes
- Consolidation did improve decision making due to single policy body.



Orange County Transportation Authority (OCTA)

- At least three different agencies all working on highway planning in Orange County
- Former OCTA staff interviewed for this report identified several challenges after consolidation.
- Fiscal challenges were not drivers, but consolidation to help achieve better performance results.



Metropolitan Transit Development Board / Metropolitan Transit System

- Consolidation of small transit systems in San Diego County.
- Consolidation evolved over many years and through many actions.
- Fiscal pressures did not drive consolidation, but it did help achieve better operational and budget outcomes



Sb	Key Factors	LA Metro	ОСТА	MTDB/MTS	Potential Complete Consolidation
Cla	Prassortalina Authority Overlap in direct transit service provision			$\checkmark$	
	Overlap in fleet or facilities			✓	
	Overlap in planning of transportation or transit services	<b>√</b> Transit	<b>√</b> Highways	<b>√</b> Transit	
	Overlap in leadership on major capital infrastructure programs	✓	<b>√</b>	✓	
5	State legislation as impetus to consolidate	✓	✓	✓	
	Presence of influential external consolidation champions	✓	✓	✓	
	Funding/Financial Pressures	$\checkmark$	$\checkmark$		$\checkmark$
	Desire to pass a local tax measure	✓	✓		
wsp	Desire for multi-modal planning and decision-making in a centralized Board	✓	✓		✓

Omnitrans would become a separate Transit Operations Department under the current SBCTA organizational structure. All Study current customer-facing services would remain the same. **Assumptions** This consolidation analysis explicitly excludes the consideration of the other four transit operators in San Bernardino County. 49 functional areas initially evaluated: **Study Approach** ✓ Financial – What is the impact on expenditures, revenues, and savings from complete consolidation? 12 of these 49 assessed for financial impact ✓ Organizational – What is the impact on current personnel, talent, and/or policy from complete consolidation? ✓ **Legal** – What are the legislative, (union) contractual, or other legal actions required to effectuate complete consolidation?



#### **Findings**

#### **Significant Organizational & Legal Impacts**

- Impacts to morale, productivity, employee retention
- One-time impacts for establishing the legal framework for all aspects of the consolidated agency
- Ongoing union concerns and additional financial impacts for represented employees

#### Limited financial savings

- Highest financial impacts: employerpaid benefits, retirement costs, and staff duplication
- All others have a total impact <1% of the combined agency's budget

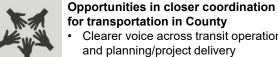






#### Few areas of functional overlap

- Only support functions (HR, IT, Procurement, etc.)
- Even with overlap, few opportunities for reduction in staff (<1% of combined agency FTE)



- for transportation in County Clearer voice across transit operations
- Single policy body more comprehensive vision and goals



#### Some minor efficiencies possible without consolidation

- Overlap in board makeup, discussion, and decision making
- Continued procurement coordination on similar procurements



7

**Retirement and Benefit Plan Options: Potential Impacts** Alternative 3: Alternative 1: Alternative 2: Public Non-Profit Plan Termination Asset Transfer Corporation All employees join 1 All employees keep their All employees join 1 pension/benefit system, pension/benefit system, current pension and health current employees receive 2 receive 1 pension benefits pensions Lower one-time costs: asset High one-time termination Low one-time costs: non-profit transfer fees and related costs: \$100-\$200M corporation setup costs From \$0.5 to \$3.5M annual Limited savings or additional No annual savings savings (estimates) costs Caveats: Termination costs highly uncertain, based on plans' current cost differences Actuarial analyses needed Savings/costs increases related to health benefits are dependent on employee selection COVID-19 could change health cost projections significantly Further analyses of collective bargaining agreement impacts needed



#### **Job Classification and Staff Duplication**

#### **Job Classification**



Employees in a consolidated agency will be placed on an equal classification system

Few employees would be affected (largely administrative staff)

Possible cost increase in any combined budget (>\$400k)

#### **Staff Duplication**



#### Few areas of overlap

Likely between 3 and 9 positions of duplication (<1% of combined FTE)

Between \$500k - \$1.9M in savings

Exact positions and resolution needs additional discussion classification studies and workload evaluation.



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#### **Recommendation – No Consolidation At This Time**

- Little functional overlap and resultant savings
- Significant one-time costs
- Impacts to employees
- Organizational risks/impacts
- Compensation Studies and Actuarial Analyses Needed
- Some Additional Coordination Without Consolidation
- Further Analysis and Considerations in Task 2





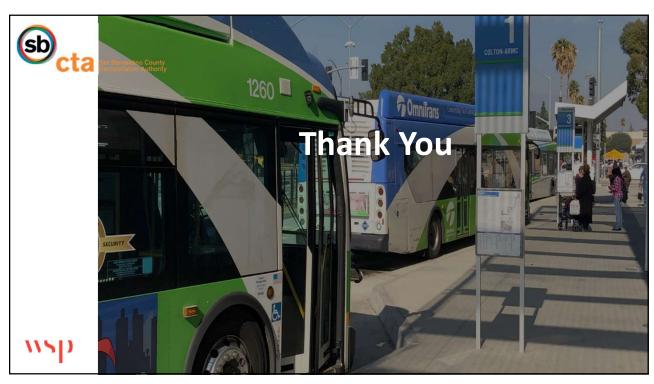
### Next Steps in Study (September/October Committee/Board Meetings)

Task 2: Final Consolidation report and analysis

- Summary of Findings
- Other Considerations
- Staff Recommendation
- High-level Implementation Plan

Task 3: Innovative Transit Review

1120



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

# CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 1.4B—EVALUATION OF FUNCTIONAL AREAS IN A COMPLETE CONSOLIDATION

AUGUST 4, 2020 FINAL







# CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 1.4B—EVALUATION OF FUNCTIONAL AREAS IN A COMPLETE CONSOLIDATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

SUBMITTAL (VERSION 4C) FINAL

PROJECT NO.: 12771C70, TASK NO. 1.4.B 2020

DATE: AUGUST 2020

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APPENDIX A. FORMER AGENCY STAFF INTERVIEWS

#### 1 EXECUTIVE SUMMARY

#### 1.1 OVERVIEW

The purpose of this chapter is to evaluate the opportunities and challenges for key functional areas of the San Bernardino County Transportation Authority (SBCTA) and Omnitrans under a "complete consolidation" where the two agencies (all functions) are brought together under one organization. Complete consolidation would entail transferring all functions from one agency to a single consolidated agency, which then provides transit and other transportation services. Note that this complete consolidation analysis explicitly excludes the consideration of other transit agencies in San Bernardino County.

The 2015 SBCTA County-Wide Transit Efficiency Study<sup>1</sup> (2015 Study) analyzed the complete consolidation organizational strategy as one of three organizational approaches for improving efficiencies and reducing costs. The others were cooperative agreements and functional consolidation where certain, but not all, functions are consolidated. The complete consolidation that this study assumes for analysis purposes would integrate Omnitrans into SBCTA. Omnitrans' operations-related departments would become a new operating department under the current SBCTA organizational structure. In doing so, this analysis assumes that these departments of Omnitrans would continue to operate largely as they do today, while some of Omnitrans' administrative departments are merged with SBCTA's administrative units.

Complete consolidation underlies this chapter's analysis due to the fact that the consultant's task order requires that only complete consolidation be used to provide detailed opportunities and challenges for the key functional areas presented in Section 3 of this chapter. This chapter's assumption that complete consolidation entails Omnitrans integrated under SBCTA as a separate Transit Operations Division is based on interviews conducted with SBCTA and Omnitrans for this study in January 2020. Staff from both agencies responded that consolidation of Omnitrans into SBCTA as a separate division would be most appropriate if consolidation were found financially advantageous.

The opportunities and challenges of this complete consolidation scenario are evaluated using three evaluation criteria – financial, organizational, and legal. Financial criteria assess the impact on expenditures, revenues, and savings from a potential consolidation of each function. Organizational criteria evaluate the potential transfer of personnel, talent, and policy changes in the current organizational structure. Legal criteria analyze the need for a legislative action or a potential change in agreements and/or contracts. Table 1 lists questions to be explored in this analysis to determine the impact of a complete consolidation under each criterion.

**Table 1: Questions Asked in Each Criterion** 

Criteria	Evaluation Questions
Financial	What is the impact on expenditures, revenues, and savings from complete consolidation?
Organizational	What is the impact on current personnel, talent, and/or policy from complete consolidation?
Legal/Contractual	What are the legislative, contractual, or other legal actions required to effectuate complete consolidation?

A peer agency analysis was also conducted for this chapter, presenting best practices and lessons learned from the successes and challenges of consolidation experiences in Los Angeles County, Orange County, and San Diego County.

The evaluation findings from this chapter will serve as a road map for the detailed financial impacts analysis of the next task (1.4C) in the overall *Consolidation Study and Innovative Transit Review*.

1|Page

<sup>&</sup>lt;sup>1</sup> SBCTA County-Wide Transit Efficiency Study – Coordination and Optimization Alternatives Report

# 2 CASE STUDIES OF COMPLETE CONSOLIDATION

To provide a historical perspective on complete consolidation, the analysis drew on the experiences of agencies that consolidated to become both the County Transportation Commission (CTC) (or a transit funds distribution agency with similar authority), and a transit services provider. Three case studies are provided based on interviews with former officials from the Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), and Metropolitan Transit System (MTS) in San Diego County that helped to ascertain best practices and lessons learned during those consolidations. It should be noted that this peer review is based on interviews with personnel who were key staff (Executive Directors, General Managers) at the time of those consolidations, in order to identify the causal factors and thought processes that led to those consolidations. This peer review does not necessarily represent how those agencies are organized or managed today, up to 30 years later.

## 2.1 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LA METRO)<sup>2</sup>

#### 2.1.1 BACKGROUND

An example of complete consolidation with legislative roots is found in the Los Angeles (California) region. Starting in 1951, the Metropolitan Transit Authority (MTA) was formed as a transit planning agency, empowered to formulate plans and policies for a publicly-owned and operated mass rapid transit system that would replace the crumbling infrastructure of privately-owned and operated systems.







In 1964, the Southern California Rapid Transit District (SCRTD) was created by the California state legislature to improve bus systems and design/build a transit system for Los Angeles. The SCRTD took over all bus services operated by the near-bankrupt MTA and, like MTA, acquired local suburban bus companies. The SCRTD also was successful in securing federal funding for the Metro Rail subway project.

In 1976, the California state legislature enacted AB 1246, the County Transportation Commission Act, which created the Los Angeles County Transportation Commission (LACTC) to oversee public transit and highway policy/funding in the nation's largest county. Notably, it was this same bill that also created transportation commissions in San Bernardino, Riverside, and Orange Counties. At the time SCRTD was initially created, there were no transit or transportation grant programs available from the state or federal governments. Once funding sources became available from the Urban Mass Transit Administration (now the Federal Transit Administration), the California Transportation Commission (CTC), and others, the creation of county transportation commissions ensured coordination of multimodal transportation planning and funding programs (CA Pub. Util. Code, 1992).

#### 2.1.2 FACTORS CONTRIBUTING TO THE MERGER

The creation of the LACTC required the SCRTD to share some of its power. While SCRTD was building heavy rail as well as operating a large bus transit system, LACTC was building light-rail systems, leading to a complex situation of two agencies planning and building rail transit systems in Los Angeles County.

<sup>&</sup>lt;sup>2</sup> The information in this section based on interviews with: Linda Bohlinger, who held various senior positions leading to Director of Capital Planning, LACTC (1979 – 1985) and Chief Executive Officer, Metro (1990 - 1998); and Claudette Moody, former Director of Governmental Relations, LACTC (1985 – 1997).

In this confusing rail transit development environment, between 1987 and 1992, over 30 bills were introduced in the state legislature aimed at various changes in transit planning, construction, and operation. Ultimately, the Los Angeles Mayor at that time, Tom Bradley, requested an end to these legislative efforts to allow Los Angeles officials to work things out on their own. This led to AB 152, sponsored by California State Assemblyman Richard Katz and enacted in 1992, which was the bill that ultimately merged the two organizations.

Key in the move to consolidate the two agencies was that both were performing rail planning and construction, and the coordination of rail transit among two agencies had become unworkable. Consolidation was precipitated with the building of Metro Rail. LACTC had the authority to construct rail projects. Mayor Bradley and leaders in Los Angeles County, including Assemblyman Katz, were frustrated with too many agencies performing transportation development and construction and wanted an umbrella agency in Los Angeles County. The consolidation effort also recognized Tom Bradley's vision of a tax measure to build rail. At that time, it became obvious that there had to be one Board of Directors to govern. There were also budget problems at SCRTD, and funding shortfalls preceded the consolidation. SCRTD had a \$60 million shortfall in 1990.

Ultimately, SCRTD and LACTC merged on April 1, 1993, creating the Los Angeles County Metropolitan Transportation Authority (LACMTA or LA Metro). Through this merger, "transit" was expanded to "transportation," as the agency combined both county-wide roles of the two predecessor agencies.

### 2.1.3 CHALLENGES AFTER THE MERGER

In the newly consolidated agency, there were many organizational decisions that needed to be made. These included who would lead each department, as there were many duplicate positions between the two former agencies. At times the negotiations were contentious, according to interviews with former Metro staff involved in the consolidation. There was a "bus operator" culture among former SCRTD staff and an "administrative/policy/engineering" culture among the former LACTC staff.

Steps to address challenges had begun even before the consolidation took effect. After the decision was made to consolidate, a committee was formed with staff from the two agencies to work on the broad outlines of the consolidation. An interim Board of Directors was also established to formalize decisions. Their work was folded into Metro's enabling legislation, AB 152, that was ultimately passed.

After consolidation, the new organization had to eliminate 250 staff due to duplication. At first, this was done by requesting retirements or resignations with six months' severance. Many staff took that offer. The second time, an additional 250 staff were eliminated, but it was performance-based and was also done with a severance package.

Metro undertook a strategic planning exercise with representatives of all departments to develop common strategies and goals. Metro hired an outside consultant to lead this effort. The staff interviewed for this report recommend that a strategic planning effort such as this needs to occur, at the latest, in the first year of the new organization, but preferably prior to the consolidation. According to the former Metro employees, having certain decisions negotiated and settled before the merger would help avoid some of the problems that could occur in a consolidation. Strategic planning in advance of consolidation would help. The former Metro staff recommend scenario building for how the new organization will look, whom the head of transit will report to (likely the Executive Director of the new consolidated agency), and other key organizational decisions.

Another major challenge was the desire of former LACTC staff to keep their CalPERS retirement and not pay into Social Security Insurance, as had formerly been the case. The retirement system question was put to the vote of the SCRTD union, and they voted not to join CalPERS. SCRTD employees had been under their own retirement system. To solve this problem, a separate legal entity was created three and a half years after the consolidation. The Public Transportation Service Corporation was created to house all the compensation and benefits of employees who had formerly been with LACTC, including CalPERS retirement (LA Times, 1998). SCRTD employees stayed with their own retirement system.

Both former agencies had been direct FTA fund recipients. Metro had to re-certify all the certifications for the new entity. What helped was that SCRTD and LACTC were state created agencies with enabling state statutes, and Metro was also established as a state-created agency under AB 152. Thus, no act of the Governor, other than signing the bill, was needed with the duties of SCRTD and LACTC transferred over to the new entity under the law. The former Metro staff interviewed for this report believe an SBCTA-Omnitrans consolidation should be effectuated by statute. The new entity should be created by the State to become a direct FTA grant recipient for funds that had formerly gone to Omnitrans. Additionally, SBCTA would need to have all of Omnitrans' existing grants transferred to SBCTA.

Another consideration raised by the former Metro staff involves requirements for financial plans. Following the strategic planning exercise, Metro staff established a 30-year financial plan that modeled how the money would be allocated between Metro's rail and bus modes, as well as highways. The former Metro staff recommended that, with Omnitrans service coming under SBCTA, SBCTA would need to show a balanced long-term financial plan for all modes, including Omnitrans bus service, to evaluate the financial sustainability of the agency, appease those concerned about one mode dominating the other and secure discretionary federal grant funding in the future. This is not currently explicitly a requirement because the organizations are separate; however, SBCTA Fund Administration staff does perform a 20 year financial plan by analyzing long-term transit operating needs through 2040 for financial constraints. Portions of this analysis are included in the SBCTA 10-year delivery plan, CMAQ 10-year delivery plan, and the 10-year LCTOP plan.

Labor issues posed another major challenge. Labor unions feared that rail would take priority with regard to funding, programming, and operations, and, thus, the unions, representing primarily bus operators, would have less leverage to negotiate higher wages for its members. They and a key SCRTD Board member brought a lawsuit that resulted in a settlement that required Metro to have a master judge oversee bus funding to make sure things were fair between bus and rail. No bus service could be cut for several years. This made changes in bus service very difficult.

### 2.1.4 BEING A CTC AND A TRANSIT OPERATOR IN A MULTI-OPERATOR COUNTY

Another key issue to consider is the agency taking on the dual role of both County Transportation Commission and transit operator, especially with other transit operators continuing to exist in the county, and how any perceptions of conflict of interest can be handled.

Today, Metro has very broad powers. According to the Metro website: the "Los Angeles County Metropolitan Transportation Authority (Metro) is unique among the nation's transportation agencies. It serves as transportation planner and coordinator, designer, builder, and operator for one of the country's largest, most populous counties (Metro, 2020)." As the regional transportation planning agency and public transportation operating agency for Los Angeles County, Metro develops and oversees transportation plans, policies, funding programs, and both short-term and long-range solutions that address the county's increasing mobility, accessibility, and environmental needs (Wikipedia, 2020). It should be noted that even with the creation of LA Metro, there are still several municipal transit systems that operate cooperatively but independently, such as Foothill Transit, Santa Monica's "Big Blue Bus" system, and Culver City Bus. However, funding for these agencies still flows through Metro.

There were approximately 20 separate transit operators in Los Angeles County, so Metro had to consider this very issue. Metro looked to the sales tax measures that assigned specific percentages of funding by agency to help ensure equity. Established formulae for FTA funds existing in law provided a basis for federal funds distribution. The "Call for Projects" process was very organized and transparent to protect non-Metro agencies. The municipal operators formed their own coalition to guard against Metro taking too much money for its own rail and bus operations. Metro then created a Muni committee to offer advice on the distribution of funds.

Discretionary state and federal funds were distributed on a competitive basis. For Transportation Development Act monies, the formula to follow is in law and can be verified by the other agencies. Propositions A and C, and Measures R and M all had been divided among the agencies by their respective ballot measures. Metro's rail, operations, and highway share was divided among those modes at Metro's discretion.

Former Metro staff who were interviewed recommended that all these decisions need to be worked out ahead of consolidation, including how any new sources of funding would be divided up. They recommended the establishment of a working committee of the SBCTA and Omnitrans finance managers. The grants all have to be revised to reflect the new consolidated agency if a new entity is formed. The new entity has to be listed as the grantee, and all of the state and federal certifications have to be re-done with the new entity.

### 2.1.5 DID CONSOLIDATION WORK?

The former Metro staff interviewed for this report concluded that consolidation did not achieve cost savings as intended. The consolidation of LACTC and SCRTD was sold to the public, staff, and stakeholders as a cost-saving measure. However, shortly after Metro's formation, an economic recession hit and undermined any potential cost savings that could have been gained. The agency, like many others across the U.S. at the time, had to address declining revenues in the face of capital and operating needs. Instead of constructing 12 light rail lines as intended, Metro proceeded with just a few.

Following consolidation, Metro also did not realize immediate cost savings from staff reductions. As noted in Section 2.1.3, the newly-formed Metro sought to eliminate 250 staff by requesting retirements or resignations with six months' severance. Then, an additional 250 staff were eliminated under a performance-based process that was supplemented with severance packages. The cost savings from these staff reductions were realized, but not for several years after the consolidation. Furthermore, another reason why savings were not realized immediately is because it took three and a half years before Metro established the nonprofit governmental agency to provide different retirement benefits to their members. During these three years, Metro was contributing to either two retirements systems for some employees or was covering the employee share for those that were just covered by a single retirement system.

Consolidation did, however, improve decision-making. Rather than two agencies and two Boards of Directors receiving the same information and making redundant or contradictory decisions, the consolidated Metro leadership and its Board of Directors could act as the sole decision-making body for delivery of Los Angeles County's mobility services and projects.

### 2.2 ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)3

#### 2.2.1 BACKGROUND

In 1991, around the same time that the LACTC and SCRTD consolidated, the Orange County Transportation Authority (OCTA) was formed under state law.

OCTA was created by the consolidation of seven separate transportation planning agencies, including OCTA's predecessor agency, the Orange County Transit District (OCTD), which was established in 1970, the Orange County

Transportation Commission (OCTC), the Orange County Service Authority for Freeway Emergencies, and the Orange County Consolidated Transportation Services Agency.



OCTC was previously created by AB 1246 (Ingalls, 1976), the same legislation that also created transportation commissions in Los Angeles, Riverside, and San Bernardino County. The commission worked closely on planning matters with the Southern California Association of Governments and advised the California Transportation Commission on highway and freeway priorities (WSP, 2020c).

In 1986, the OCTD began planning a central county mobility project, a series of flyover carpool lanes to be built at the Interstate 5 - SR 55 interchange using transit funds. At the same time, the OCTC obtained special legislation allowing it to intercept the interest earnings on the OCTD's transit reserves to begin the environmental and design work on freeway projects. To improve freeway project delivery and under pressure from the OCTC and state legislators, Orange County broke away from Los Angeles in 1987 to become its own Caltrans district (District 12), the first new Caltrans district formed in almost 40 years. Thus, in relatively short order, there were at least three different agencies all working on highway planning in Orange County.

After failing twice (in 1984 and 1989) to pass county-wide sales tax measures to fund transportation projects, in 1990, OCTC successfully led voter passage of a half-cent sales tax measure after lobbying for a consolidated transportation agency to avoid duplication of effort, improve priority setting, reduce transportation staffing, and streamline decision-making (WSP, 2020c). Sen. Marian Bergeson (R – Newport Beach) sponsored the consolidation legislation that created OCTA, known as SB 838 (1990).

### 2.2.2 FACTORS CONTRIBUTING TO THE CONSOLIDATION

Key factors contributing to the desire to consolidate agencies focused on reducing duplication of planning efforts, as noted earlier. Other concerns included increasing agency economy given the past difficulty with obtaining increased funding for

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<sup>&</sup>lt;sup>3</sup> The information in this section is derived from interviews with former key staff of OCTA and OCTC and supplemented by other references. Staff interviewed included: Stan Oftelie, OCTC Executive Director from 1983 – 1991, and OCTA Chief Executive Officer, 1991 – 1997; Will Kempton, former Chief Executive Officer, OCTA, 2009 – 2013; and Tom Jenkins, who held various senior positions at OCTD and OCTC, 1974 – 1983.

transportation. The successful passage of Measure M, the 1990 half-cent sales tax, owed its passage in part to greater efficiency through consolidation. The promise of having a single voice managing transportation decision-making was undercut when the Transportation Corridor Agencies, builder and operator of three county toll roads, and Laguna Beach Transit, a recipient of Transportation Development Act funds, were not included in the Orange County Transportation Authority legislation. All other major transportation agencies were combined into the single decision-making, operational agency (WSP, 2020c).

### 2.2.3 CHALLENGES AFTER THE CONSOLIDATION

Former OCTA staff interviewed for this report identified several challenges after consolidation. Board membership was, at times, a controversial issue and led to much public acrimony. Getting the Board and the new, combined agency's staff, on the same page with regard to priorities was also difficult.

OCTC and the CTSA had both been non-unionized agencies, while OCTD was heavily unionized. Most of the former OCTD labor relations programs remained intact after the consolidation. Most OCTA administrative employees were not unionized.

The state legislation carried by Sen. Bergeson included provisions to smooth over differences in pensions and other technical problems in the new organization. According to staff interviewed for this report, Orange County had its own retirement system at the time of consolidation. All of the former agencies combined under OCTA stayed with the Orange County Employees Retirement System (OCERS). OCERS had reciprocity with the other retirement systems of the former agencies. OCTA found it preferable to grandfather in the former CalPERS employees into that system. Grandfathered employees stopped accumulating CalPERS credits and started accumulating credits in OCERS. So, employees had credits in both systems upon retirement (WSP, 2020c).

OCTA's stated goals for the consolidation were as follows:

- One priority-setting agency, speaking with one voice, on transportation issues;
- Adopt a multi-modal approach balancing transportation investments in freeways, buses, streets and road, and rail
  programs geographically;
- Emphasize early delivery of voter-approved transportation projects;
- Re-configure the bus system to increase bus ridership and farebox return;
- Recognize the special transportation needs of the elderly and disabled;
- Manage transportation resources cautiously, with regular financial reports to the board and, annually, to the public; and
- Right-size the new agency's staff by practicing rigorous examinations of the agency needs.

There was a significant reduction in staffing after consolidation in both the administrative and operating personnel ranks. The day after consolidation was official, the combined agency had 1,790 employees. Eight years later, this had been reduced to 1,492. A former agency CEO reported that every reduction was painful; many were the result of continuous organization evaluation. The evaluations impacted morale in every area studied (some people lost their jobs), but most of the selected employees who stayed with the new OCTA recognized that the best employees were being retained and weaker, less productive staffers were being eliminated. Anticipating future changes, many who felt they were not appreciated left the organization, allowing vacant positions to be eliminated. Having a rigorous, bias-free selection process was very important (WSP, 2020c).

Morale issues were a significant issue in the consolidated agency. Despite senior management's best efforts, administrative staffers and others believed there were winners and losers in the consolidation. This sentiment was prevalent, particularly among mid-level staffers. There was a belief, and anecdotal information, suggesting former OCTC staffers were given the best jobs, even though they were a much smaller agency prior to the merger. They were seen as winners. OCTD staffers, who built their careers in the narrow field of bus transit, were seen as losers. Big investments in new freeway and highways, driven by new money, grabbed headlines. People working in those areas were winners. People working in bus operations, where there was no new money, were seen as losers (WSP, 2020c).

The former agency CEO was quite insistent that simply consolidating Omnitrans under SBCTA is not going to produce savings. There would also need to be changes in the services operated and staffing levels. This should be based on the goals of the consolidation, merging to be more fiscally responsible. Metrics of the consolidation should drive improvement in performance. In the OCTA case, the key metric was headcount, he stated.

# 2.2.4 BEING A FUNDING AGENCY AND A TRANSIT OPERATOR IN A MULTI-OPERATOR COUNTY

A major portion of OCTA's spending is related to Measure M, a measure approved by Orange County voters in November 1990 and renewed in 2006 that provides revenues from a one-half percent sales tax to pay for a variety of freeway, road, and rail transit improvements in cities and the county. Measure M also authorized OCTA to issue sales tax revenue bonds for transportation purposes.

Bus and commuter rail systems also comprise a major element of OCTA's operations. Funding is largely provided by a one-quarter percent Transportation Development Act (TDA) local Bradley-Burns sales tax, a TDA gasoline, and diesel fuel sales tax, passenger fares, federal grants, and property taxes.

Conflicts over funding were minimized by two things: the influx of Measure M cash (and how to manage and prioritize the new money) and the fact the old OCTD covered more than 90% of the county and received the lion's share of TDA funds. How to deal with Laguna Beach Transit and the CTSA services (for the elderly and handicapped) was always an issue in the funding area. To further address this, OCTA has a quasi-separate entity to handle CTC functions. OCTA staff did the work, but the separate entity handled the CTC function (WSP, 2020d).

## 2.3 METROPOLITAN TRANSIT DEVELOPMENT BOARD (MTDB) / METROPOLITAN TRANSIT SYSTEM (MTS)<sup>4</sup>

### 2.3.1 BACKGROUND

Another example of complete consolidation is found in the San Diego region. Starting in 1976, SB 101 (Mills) established the Metropolitan Transit Development Board (MTDB) as a transit development entity to plan, construct, and operate transit guideways in the urbanized area of south San Diego County. Importantly, SB 101 also placed MTDB in charge of all transit funding and transit capital project programming decisions within the metropolitan part of the San Diego region (Larwin, 2012)



Between 1976 and 1980, there were several separate transit systems begun or already in operation in the metropolitan San Diego area, which included the San Diego Transit Corporation (SDTC), the County Transit System (CTS), Chula Vista Transit, and National City Transit (NCT), as well as other contract services. It should be noted that Chula Vista and National City Transit were both contracted operations to their respective cities. Because the TDA originally remitted transit operating funding to each city, this tended to encourage the creation of small transit systems. These systems were fragmented and not well-coordinated in terms of fares, transfers, and policies. MTDB, in developing the light rail system, would be adding yet another operator.

For the first few years, MTDB focused on the development of the light rail system, the San Diego Trolley, which opened in 1981. In coordination with these efforts, other actions were undertaken:

- Formation of the San Diego Trolley, Inc. (SDTI). SB 101 gave the MTDB Board of Directors the option to operate transit guideways or contract services. For the San Diego Trolley (the brand name given the light rail transit [LRT] system), the MTDB Board of Directors elected to create a separate corporate entity, SDTI, to operate the LRT service.
- Unified Transit Services Implemented with Initiation of the LRT Service. With initiation of the LRT service, the following also occurred: the reorganization of San Diego Transit Corporation (SDTC) bus services, to feed and support the San Diego Trolley, and the reduction of SDTC bus-miles in the South Bay area, where the San Diego Trolley would operate; coordinated fares and transfers amongst the metropolitan area transit operators, as well as a single monthly pass

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<sup>&</sup>lt;sup>4</sup> The information in this section based on an interview with Tom Larwin, MTDB General Manager (1976 – 2003)

(replacing separate operator-issued passes); and coordinated timed-transfers at key transfer locations, a single regional telephone public information number, coordinated bus route numbering (across the multiple operators), and publication of the first regional transit map and guide.

In 1984, additional legislation was passed, resulting in the following changes to MTDB:

- Acquisition of SDTC. In 1985, MTDB took ownership of SDTC, acquiring assets from the City of San Diego. This was
  a complete consolidation of SDTC into MTDB/MTS, as SDTC ceased to exist as a separate entity.
- Formalization of the Metropolitan Transit System (MTS). Coincident with MTDB acquiring SDTC, MTS was introduced as the "umbrella" organization of the metropolitan area transit operators, which at the time included SDTC, the San Diego Trolley, and three contract bus operators (i.e., the CTS, Chula Vista Transit, and NCT). MTS was a brand name/logo, with no employees and no budget. All staff and administrative expenses were assumed by MTDB and the individual operators.
- Expansion of the MTDB jurisdiction and the MTDB Board of Directors. The MTDB Board of Directors was changed from an 8-member to a 15-member Board, better representing the actual metropolitan jurisdiction, allowing each of the nine suburban cities to have one of their Councilmembers on the Board.

From the late 1980s to 2003, additional legislation was passed, and other steps were taken, resulting in the following: a standard farebox recovery ratio for all metropolitan area transit operators; state TDA funds received directly by MTDB and distributed to the metropolitan area transit operators; the reorganization of marketing activities for all metropolitan area transit operators under MTDB; and the transfer of CTS operations from the County of San Diego to MTDB.

By 2003, MTS had acquired the assets of all but one municipal area transit operator and assumed management of all bus and light rail operations. In 2003, the roster of bus services that comprised MTS included SDTC, Chula Vista Transit, NCT, CTS, and other contract services (i.e., Strand Express Joint Powers Authority and Amarillo y Rosa). In 2005, MTDB reorganized and changed its name to MTS. In 2007, MTS assumed control over NCT from the City of National City (Larwin, 2012; SDMTS, 2020).

#### 2.3.2 FACTORS CONTRIBUTING TO THE CONSOLIDATION

Several factors contributed to the eventual consolidation, starting with the creation of MTDB by SB 101 in 1976. The passage of SB 101 (Mills) in 1975 was the crucial impetus to the eventual consolidation of multiple metropolitan area operators into one organization. According to a paper prepared by former MTDB staff who were also interviewed for this report,

It is not an understatement to note that the impetus for what transpired institutionally was state legislation passed in 1975. Termed SB 101, it was authored by state senator James R. Mills, who represented the southern portion of the San Diego region, and also was president pro tempore of the state senate at the time. Largely portrayed as an urban rail transit development bill, it set into place numerous mechanisms that would eventually have an equally significant role when it would come to how metropolitan-wide transit services would be operated. . . Specifically, the MTDB was empowered to plan, construct, and operate mass transit guideways and to perform near-term planning and programming in its area of jurisdiction. These powers were significant and placed MTDB in charge of all transit funding and transit capital project programming decisions within the metropolitan part of the San Diego region (Larwin, 2012).

Specific powers granted to MTDB under SB 101 included Short Range Transit Planning (SRTP) and Transit Improvement Program (TIP) responsibilities for the metropolitan region, and the power, any time after the first segment of the light-rail system entered revenue service, to "assume the operation of SDTC," the region's largest bus operator. MTDB was also made the designated recipient for federal public transportation funds for its area of jurisdiction and was given the power to approve claims for state public transportation monies derived from the California TDA. The result of this legislation was the creation of "an agency with substantial policy power over all transit operations and future capital development in the San Diego metropolitan area." (Larwin, 2012)

The existence of multiple, uncoordinated transit operators in the same geographic area, and the need for increased coordination with the advent of the San Diego Trolley, were additional causal factors. Among other changes, SDTC service had to change significantly in the South Bay with the start of LRT service, and SDTC bus miles were reduced substantially as a result.

### 2.3.3 CHALLENGES AFTER THE CONSOLIDATION

The MTDB consolidation evolved over a period of many years and through many actions, rather than occurring at a defined point in time. During the first five years of MTDB's existence, the agency was focused almost completely on the development of the first leg of the light-rail system. The first line opened in 1981. However, with the significant powers granted to MTDB by SB 101, the agency began conducting regional planning activities that would ultimately lead to a coordinated metropolitan transit system rather than a collection of independent operators. MTDB prepared a metropolitan short-range transit plan and took the lead in approval of annual operating grants for the metropolitan transit operators and the adoption of an annual transit capital improvement program. Key planning activities related to the start of LRT service in 1981 included revising SDTC South Bay routes to serve as feeders to the new LRT line.

One area of challenge created by SB 101 was the confusion of responsibilities between MTDB and the regional council of governments, the Comprehensive Planning Organization (CPO, which later became the San Diego Association of Governments [SANDAG]). In 1977, MTDB and CPO executed a memorandum of understanding regarding the division of responsibilities for long-range planning and fixed-guideway planning.

The area of jurisdiction and makeup of the Board of Directors was another challenge. The original draft of SB 101 had called for the jurisdictional area to include the entire county. However, north county officials balked at being a part of the metropolitan organization, and the draft legislation was modified to cover south San Diego County only. Instead, under SB 802 (1975), the north county cities formed the North San Diego County Transit Development Board to plan, construct, and operate public transit in North San Diego County. North County Transit District (NCTD), its operating name, began operations in July 1976 (NCTD, 2020).

Given the existence in south San Diego County of multiple transit operators and their concerns about local control of their services and farebox revenues, MTDB pursued the concept of creating an "umbrella organization" to coordinate routes, fares, transfers, and service policies, rather than becoming a direct operator. This was essential with the startup of the LRT service in 1981. The umbrella agency concept had its roots in "transit federations" of multiple transit agencies that were implemented in a number of European cities beginning in the 1960s, and with which MTDB senior staff were familiar. In those European examples, multiple separate operating companies continued to exist in a geographic area but were coordinated by the umbrella agency, including planning, operating standards, and fares for the entire region. This concept seemed particularly applicable to the situation San Diego was in at the time.

To help chart a course for the newly created agency, in 1976, MTDB adopted a set of principles for a low-cost, feasible fixed-guideway project, that would guide system development of the first and subsequent extensions of the LRT system. Those principles included the following (Larwin, 2012):

- A project that would have a relatively low capital cost
- A line that would extend a long-distance, defined to be 15 to 20 miles
- A system that could operate cost-effectively with a goal of having a relatively high farebox recovery percentage
- Use off-the-shelf technology
- Offer high-speed service

In 1979, the agency developed an organizational plan which described a future MTDB that would "... determine overall transit service levels, fares, schedules, and be responsible for public information about transit in the MTDB area of jurisdiction ... The LRT operator is but one of several contract operators for transit and freight service operating to the specifications established by the regional agency. All of these contract operations would thus fit together into a unified system from the point of view of the public." (Larwin, 2012)

With the implementation of LRT service in 1981, there was a significant reduction of SDTC's bus miles in the South Bay, and this created tension between SDTC and MTDB. The bus service reduction was absorbed through bus driver attrition.

Several regional coordination strategies were pursued by MTDB to develop buy-in among the agencies they now had jurisdiction over and to improve working relationships. These included:

- Cross-membership on policy boards
- Creation of intergovernmental management groups, such as the General Managers Group from all the operators, to serve
  in an advisory function to the Board of Directors
- Negotiating memoranda of understanding

- Sharing of technical staff
- Creation of project-oriented task forces comprised of agency staff from the affected entities
- Contracting out of services to sister organizations with expertise in certain areas

# 2.3.4 BEING A FUNDING AGENCY AND A TRANSIT OPERATOR IN A MULTI-OPERATOR COUNTY

In its first several years, MTDB had the authority to become a transit operator, but chose to retain some insulation from operations. Prior to LRT start-up in 1981, MTDB had to choose whether to directly operate or contract for the operation of the new LRT line. After soliciting proposals, MTDB eventually rejected all proposals and created a separate corporate entity under California non-profit laws, and in 1981 the LRT line began operation under San Diego Trolley, Inc.

The importance of this decision was stressed by the former MTDB General Manager interviewed for this report. It was felt that, if MTDB had become a direct operator of the Trolley, it could have interfered with the umbrella organization concept. Being an operator might also have created a conflict of interest with the other operators since MTDB would be operating one of several services in the County. Not having to deal with pressures of labor unions was another advantage of this approach (WSP, 2020b). As with the bus operators, all staff associated with the LRT operations and maintenance functions—in this case, rail services—were employees of SDTI, not MTDB.

Another key to the success of the umbrella concept and eventual consolidation was that MTDB had very good working relationships at the senior staff level with SDTC and the North County Transit District (NCTD). The General Managers Group was effective in coordinating service and fares, and there was a strong desire to create seamless service between the operators. The 1984 legislation helped cement the umbrella concept and allowed MTDB to coordinate service parameters and fares and conduct major capital projects without being an operator (WSP, 2020b).

It was not until several years after MTDB's formation – after the umbrella agency concept had been well-established and additional state legislation had been passed – that MTDB became MTS and subsequently acquired the operations of the area transit operators. By then, the foundation had been laid for full consolidation of the agencies. NCTD remained a separate transit operating agency in North County.

# 2.4 KEY FINDINGS FROM THE REVIEW OF PEER AGENCY CONSOLIDATIONS

#### 2.4.1 SUMMARY OF KEY FACTORS IN CASE STUDY CONSOLIDATIONS

A summary of the key factors leading to consolidation in each of the peer agency case studies, and comparing those factors to the driving factors in a potential SBCTA-Omnitrans consolidation, is provided in Table 2.

Table 2: Summary of Key Factors in Case Study Consolidations

Key Factors	LA Metro	OCTA	MTDB/MTS	Potential SBCTA/Omnitrai Complete Consolidation
Overlap in direct transit service provision			$\checkmark$	
Overlap in fleet or facilities			$\checkmark$	
Overlap in Planning of Transportation or Transit Services	Transit	<b>✓</b> Highways	Transit	
Overlap in leadership on major capital infrastructure programs	V	<b>V</b>	$\checkmark$	
State legislation as impetus to consolidate	$\checkmark$	$\checkmark$	$\checkmark$	
Presence of influential external consolidation champions	V	$\checkmark$	V	
Funding/Financial Pressures	V	$\checkmark$		V
Desire to pass a local tax measure	V	$\checkmark$		
Desire for a multi-modal planning and decision-making approach in a centralized Board	<b>√</b>	$\checkmark$		V

In all three case studies, a significant overlap of some kind existed prior to consolidation, either in services provided, planning activities, and/or significant project development. Other factors were also present, including financial pressures in the Metro and OCTA cases, but the overlap of activities was likely the most compelling factor leading to a desire for consolidation. The elimination of those overlaps or duplications was also the source of much of the financial savings from consolidation, either through a reduction of duplicate staff positions or through a service reduction or realignment. All three consolidations ultimately achieved the desired outcome of combined/coordinated services, planning activities, or project development. In the LA Metro and OCTA cases, these successes were somewhat offset in the human costs of employee layoffs and reduced employee morale.

It should be noted that the summary displayed in Table 2, only indicates similarity in the relative scale of the issues and opportunities presented by peer agencies and by the potential consolidation of SBCTA-Omnitrans. Like most organizations, SBCTA and Omnitrans have a variety of factors that will be analyzed specifically in this 1.4b Evaluation of Functional Areas in a Complete Consolidation report, as well as the following financial analysis report 1.4c.

### 2.4.2 KEY FINDINGS FROM CASE STUDIES

The case study analysis revealed that, while each consolidation had its own unique opportunities and challenges, there are lessons learned and best practices that could be applied to potential complete consolidation of SBCTA and Omnitrans:

- The initial desire for consolidation or restructuring at all three peer agencies was based on some type of duplication in agencies or services. At LA Metro, it started from having two separate agencies, both doing rail network planning and development. At MTDB, it started with the vision of developing a light-rail transit system that would need to supplant the existing, uncoordinated transit services with a network that would feed and support light-rail and improve cross-jurisdiction ease of travel for passengers. At OCTA, it was a response to the existence of seven separate entities, all doing some form of transportation planning or service provision.
- All three of the peer agency consolidation case studies had their origins in state legislation mandating the change and
  establishing planning, funding, and operating roles of the new agency. In some cases, subsequent state legislation was
  also needed.
- Consolidation, by itself, was not the solution for structural budget shortfalls and poor transit performance but could be the catalyst for better outcomes if other supporting actions were taken to make the consolidation more effective and efficient. In all three cases, difficult decisions were necessary during or following the consolidation process in order to achieve increased efficiencies. With LA Metro and OCTA, it involved large-scale administrative layoffs. At MTDB, it involved service reductions and large-scale contracting for transit service delivery and service re-design.
- Restructuring takes time often years to see lasting effects, and should involve a transition period with targeted implementation steps aimed at achieving very specific change objectives. The LA Metro consolidation was rushed with critical decisions made following the merging of its predecessor agencies, which resulted in administrative challenges, including labor strikes and prolonged retention of duplicative staff. The MTDB consolidation evolved over a number of years, and by starting with the federation of agencies concept, it was perhaps more palatable to the agencies than a sudden, forced consolidation would have been.
- Strategic planning can institutionalize changes, guide long-term policy direction and vision, and set a timeline for action.
   This should preferably begin before the consolidation takes effect and should continue with multi-agency coordination efforts to achieve buy-in by the participating agencies and/or department heads.
- A balanced long-term financial plan for all modes, including Omnitrans bus service, should follow strategic planning to evaluate the financial sustainability of the agency, appease those concerned about one mode dominating the other, and secure discretionary federal grant funding in the future. Since a 20 year financial plan is already in place, this component would be easy to implement.
- A potential SBCTA-Omnitrans consolidation should be effectuated by statute to have the consolidated agency become
  the direct FTA grant recipient for funds that had formerly gone to Omnitrans.
- If there were to be a consolidation, decisions related to discretionary grant funds distribution by SBCTA to the
  consolidated agency (i.e., to its new Transit Operations Department) versus the other transit operators across the county
  need to be worked out ahead of any potential consolidation
- The use of separate corporate entities to solve thorny consolidation issues were present at both Metro and MTDB. Metro created the Public Transportation Services Corporation to resolve the issue of two separate sets of retirement programs and benefits between the two former agencies. MTDB created a separate California non-profit corporation to be the operator of the San Diego Trolley in order to retain independence from the transit operators and avoid perceptions of conflict of interest if they had been an operator of one of the region's services.
- The importance of strong leadership and a strategic vision from champions of the consolidation cannot be overlooked. With LA Metro, former Mayor Tom Bradley and former State Assemblyman Richard Katz were instrumental in bringing about the consolidation of SCRTD with LACTC to improve rail planning and coordination. At OCTA, it was State Senator Marian Bergeson's leadership in sponsoring legislation to consolidate multiple agencies under OCTA for increased efficiency and "one voice on transportation issues." At MTDB, it was State Senator Jim Mills' and General Manager Tom Larwin's vision of a coordinated transit system centered on a light-rail network, supported by a "federation" of local transit services under an umbrella planning agency. After the creation of the umbrella agency, a

concerted effort was made by MTDB to have multiple cross-agency working groups to achieve a common purpose and buy-in among the staff of the other agencies.

## 3 ASSESSMENT OF FUNCTIONAL AREAS

Omnitrans operates three types of transit services covering 15 cities in the San Bernardino Valley, as well as major destinations such as central business districts, transportation centers, hospitals, educational facilities, and shopping malls. Its mission is to "provide the San Bernardino Valley with comprehensive public mass transportation services which maximize customer use, comfort, safety, and satisfaction, while efficiently using financial and other resources in an environmentally sensitive manner."

SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. SBCTA is also a fund administration entity that delivers a countywide capital construction program for all transportation modes. Its mission is to "improve the quality of life and mobility in San Bernardino County" and goes on to provide that "Safety is the cornerstone of all we do. We achieve this by:

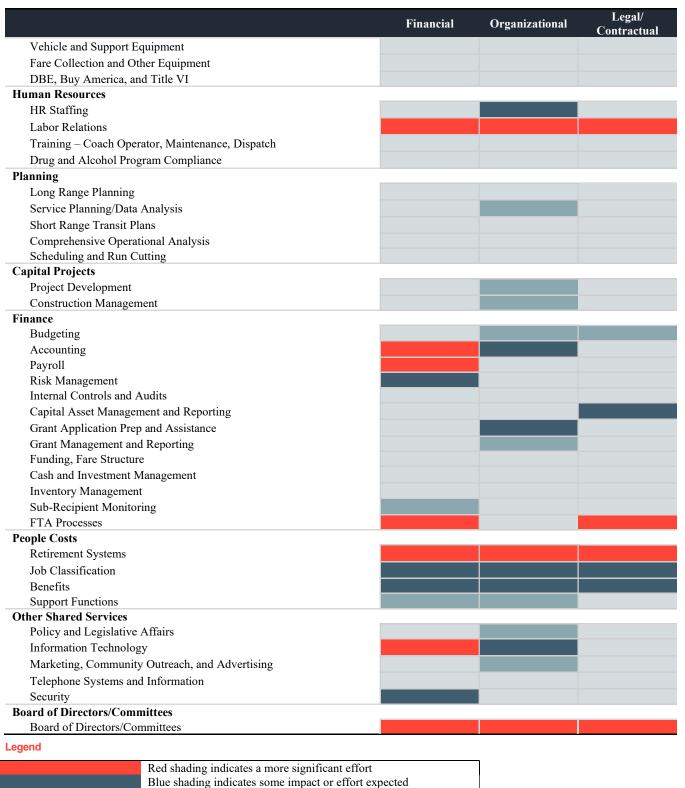
- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way."

For evaluation purposes, this study assumes that, in a potential complete consolidation, Omnitrans would become a separate Transit Operations Division under the current SBCTA organizational structure, and all current customer-facing services would remain the same. The consultant's task order requires that only complete consolidation be examined to provide detailed opportunities and challenges for the key functional areas presented in this section, as stated in the RFP. Interviews conducted with SBCTA and Omnitrans for this study in January 2020 revealed that consolidation of Omnitrans into SBCTA as a separate Transit Operations Division would be most appropriate if consolidation were found financially advantageous.

The evaluation of opportunities, challenges, and findings in this chapter is provided in full recognition that they may not be feasible due to lack of support from staff, management, or Board members. They are presented, however, to simply show where financial, organizational, or legal costs or benefits may occur in the event of complete consolidation. Table 3 summarizes the opportunity and challenge areas from a complete consolidation. The sections following the table provide evaluation details for each functional area. As noted in the legend below, the summary displayed in this Table 3 is intended to at a glance, indicate areas of additional discussion and potential investigation in the event of a complete consolidation, and intentionally combine both level of effort and significance of impact to highlight the areas to potentially be considered further.

**Table 3. Overview of Evaluation** 

	Financial	Organizational	Legal/ Contractual
Fixed Route, Commuter/Express Bus and BRT			
Revenue Service			
Dispatching and Customer Service			
ADA and Demand Response			
Paratransit Services			
Special Transportation Services			
ADA Certification Process			
ADA Dispatching and Customer Service			
Integration with Existing and Future Rail Service			
Integration with Existing and Future Rail Service			
Assets and Maintenance			
Facilities Management			
Revenue and Non-Revenue Vehicles			
Transit Facilities, ROW, and Property			
Transit Asset Management (TAM)			
Procurement			
Professional Services Contract			



Light blue shading indicates nominal efficiencies or effort expected

Grey shading indicates no significant impact

# 3.1 FIXED ROUTE, COMMUTER/EXPRESS BUS AND BUS RAPID TRANSIT (BRT)

Omnitrans is a major fixed route, express bus, and BRT transit operator that serves the San Bernardino Valley. SBCTA is responsible for cooperative regional planning, and furthering an efficient multi-modal transportation system countywide. Additionally, SBCTA administers funds and oversees capital construction within the County, and coordinates and approves all transit services and projects in the county. SBCTA is a Metrolink Joint Powers Authority (JPA) member and provides financial support and oversight for its commuter rail services.

As provided in the Task 1.2 *Updated Agency Functional Assessment & Initial Pros/Cons of Consolidation Report* (Task 1.2 Report), SBCTA has a Transit Department and Omnitrans has a large Transit Operations Department. As a CTC, SBCTA's role is to coordinate the operation of all public transportation services within the county so as to achieve efficient operation. As one of seven transit service providers in San Bernardino County, Omnitrans is focused on direct transit service delivery for its service area. This core difference in their operations results in relatively few opportunities under consolidation with regard to the transit services function.

Revenue Service | A complete consolidation of Omnitrans and SBCTA would not result in an immediate expansion or reduction of revenue services. As discussed in the Task 1.2 Report, SBCTA's Transit Department oversees the construction of major transit projects, whereas Omnitrans' Operations department is focused on service delivery. There would be some limited opportunities for cost savings related to both agencies no longer sending staff to meetings on new transit capital projects. As detailed in Section 4, to effectuate the transfer of Omnitrans revenue service operations to SBCTA, Omnitrans' JPA would need to be dissolved. If the agencies were to consolidate, legislation would be necessary, to serve as the region and state's express approval of SBCTA as the direct recipient of FTA funds that will support the continuation of Omnitrans' bus operations under SBCTA.

Dispatching and Customer Service | Omnitrans currently operates two dispatch centers and a customer service call center. The dispatch centers are staffed with seven dispatch staff and one supervisor. The dispatch centers are open seven days a week, often for most of the 24-hour day. The customer service call center is staffed with five full-time and two-part time staff and is currently available seven days a week, for nine to eleven hours a day. In May 2020, the call center hours are being reduced by a total of ten hours a week, including no Sunday service. SBCTA does not have staff assigned to dispatching and customer service. In a consolidated agency, there would be no cost savings or organizational impacts because dispatching and customer service would continue to be handled by Omnitrans staff that move over to the new Transit Operations Department at SBCTA.

**Table 4. Revenue Services Evaluation Matrix** 

Functional Area	Areas of Impact
Revenue Service	Legal/Contractual
	✓ Omnitrans' JPA would need to be dissolved, and legislation would need to be enacted
Dispatching and Customer	No significant impact
Service	

### 3.2 ADA AND DEMAND RESPONSE

SBCTA does not have comparable transit service to Omnitrans', so no significant impact is expected from financial, organizational, and/or contractual opportunities.

Paratransit Services | Omnitrans operates OmniAccess, its ADA-complementary paratransit demand-response service. ADA paratransit trips use assigned vehicles and drivers with pre-scheduled daily trip itineraries. Omnitrans also provides subsidies to encourage passengers who would otherwise be eligible for the OmniAccess service to use Lyft for their transportation needs. OmniAccess is contracted out. Omnitrans recently competitively procured the next contract, for up to seven years. SBCTA does not have comparable transit service to OmniAccess. There is no anticipated impact or savings impact from complete consolidation.

Special Transportation Services | Special Transportation Services have three areas of function – CTSA, OmniAccess, and OmniGo/Purchased Transportation. Of those functions, Access and OmniGo operate via third parties. Similarly, SBCTA manages a Vanpool Program through a third party. Each program serves different demographics of passengers: SBCTA's Vanpool Program serves commuters and motorists who travel on fixed routes, while OmniAccess provides transit service for those unable to use the fixed-route bus services and OmniGo provides services on the weekends that have low productivity and connects low demand areas with regular fixed-route services. However, in the long-term, there may be opportunities to evaluate and identify activities to streamline the services under a consolidation.

ADA Certification Process | SBCTA does not engage in ADA certification, but Omnitrans does. Omnitrans' ADA certification would not experience major changes in a consolidation and would likely continue to operate as-is. For the ADA certification process, Omnitrans supervisory staff routinely evaluate certifications to ensure they are completed correctly. Omnitrans has shifted from a paper screening process to an in-person interview process, after which ADA applications and certifications dropped by more than 40 percent, indicating that this has helped reduce misuse of the ADA paratransit service. As such, after consolidation, resources for ADA certification process will not see a reduction as the service will likely remain the same.

**ADA Dispatching/Coordination/Customer Service** | SBCTA does not engage in ADA dispatching, coordination, or customer service, but Omnitrans does. Omnitrans uses contractors for dispatch and reservations, separate from fixed-route service. Under complete consolidation, dispatching and customer service would continue to be handled by Omnitrans' contractor staff with the relevant and appropriate expertise and capacity.

**Table 5. ADA and Demand Response Evaluation Matrix** 

Functional Area	Areas of Impact
Paratransit Services	No significant impact
Special Transportation Services	No significant impact
ADA Certification Process	No significant impact
ADA Dispatching and Customer Service	No significant impact

### 3.3 INTEGRATION WITH EXISTING AND FUTURE RAIL SERVICE

Omnitrans partnered with SBCTA and the Southern California Regional Rail Authority (SCRRA or Metrolink) for the operations of the Redlands Passenger Rail Project, also known as the Arrow Rail service. In January 2020, SBCTA Board approved the transfer of Arrow operations to SCRRA. In January, 2020, the full SBCTA Board approved this transfer. As such, the future rail service will now be integrated into Metrolink, and Omnitrans will be removed as the designated Arrow rail operator.

Integration with Existing and Future Rail Service | Though SBCTA (as SANBAG) was the application sponsor, Omnitrans is the recipient of a federal Transportation Investment Generating Economic Recovery (TIGER) grant in the amount of \$8.6 million for the Redlands Passenger Rail Project. SBCTA is Omnitrans' sub-recipient on the TIGER grant. As the direct recipient, Omnitrans will continue to administer this grant until such time as the grant is transferred to SBCTA as a future direct recipient in the event of a consolidated organization.<sup>5</sup>

In terms of operations of the rail service, there will be no employees dedicated to the Redlands Passenger Rail Project at Omnitrans in the future with the transfer of Arrow rail operations to SCRRA. SBCTA currently has an oversight and funding role over commuter rail services operated by Metrolink in San Bernardino County, so it will continue these duties under a potential consolidation, adding funding and oversight of Arrow service once its operations are fully transferred to Metrolink. It is expected that current Omnitrans staff dedicated to the Redlands Passenger Rail Project will have the option of assuming similar positions with SCRRA as part of the transfer of operations. However, current Omnitrans Planning staff will be needed in the consolidated organization to plan modifications of Omnitrans routes to provide feeder service to/from Arrow line

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<sup>&</sup>lt;sup>5</sup> See January 8, 2020 Omnitrans Board Agenda. As provided in Section 3.9, SBCTA is not a direct recipient of Federal Transit Administration (FTA) funds. Omnitrans is a direct FTA funds recipient.

stations. Current Omnitrans' Planning staff coordination of transit service with Metrolink and Arrow service would also continue under the consolidation, either as part of the new Transit Operations Division or in a merged SBCTA Planning Department. For these reasons, there would not likely be a significant impact on future rail service in the event of a consolidation of SBCTA and Omnitrans.

Table 6. Integration with Existing and Future Rail Service Evaluation Matrix

Functional Area	Areas of Impact
Integration with Existing and	No significant impact.
Future Rail Service	

### 3.4 ASSETS AND MAINTENANCE

Omnitrans' and SBCTA's assets and maintenance approach for those assets are different, but provide a few opportunities for coordination in a consolidation. SBCTA has a property manager for the Santa Fe Station, its administrative facility, and owns some rail rights-of-way (ROW) and a portion of the regional San Bernardino Transit Center (SBTC), and co-owns several stations and parking lots maintained by the co-owner, employing maintenance contractors at the cost of \$1.2 million annually. This cost includes maintenance, security, electricity, parking lot improvements, building repairs, utilities, etc. of the Santa Fe Depot but excludes ROW maintenance. ROW maintenance, which costs of \$950,000 a year, requires contractors with special railroad safety training and record keeping and would likely need to be kept separate from other asset maintenance. Omnitrans has an extensive fleet of 298 vehicles and five operations and maintenance facilities, conducting facility maintenance with 11 employees and some security consultants.

Facilities Management | The San Bernardino Santa Fe Depot building, SBCTA's administrative center, is maintained under a property management contract administered by SBCTA. SBCTA employs the contractor for maintenance, janitorial, and security operation of the Santa Fe Depot and is currently procuring a new facilities management contractor. Omnitrans employs full-time staff and contractors to conduct facility maintenance and administration. A potential consolidated agency could streamline the management of facilities by taking one of two longer-term actions. The consolidated agency would meet its combined facility maintenance needs, in the short-term, through Omnitrans' employees and SBCTA and Omnitrans' contractors. In the longer term, it could seek cost savings by either: (A) continuing facility maintenance management by former Omnitrans staff and a single facilities maintenance contract; or (B) eliminating staff directly providing facilities maintenance services and, instead, relying on a third-party contractor, as well as staff to manage the contract. Both options are anticipated to achieve nominal savings due to economies of scale and standardization.

Revenue Vehicles, Overhauls, Body Work and Non-revenue Vehicles | Omnitrans' fleet includes 192 compressed natural gas (CNG)-fueled buses, comprised of 177 40-foot buses, and 15 60-foot articulated BRT buses, and 106 CNG- or gas-fueled demand response vehicles, for a total fleet of 298 vehicles. A non-revenue fleet of 69 vehicles supports the revenue fleet, including automobiles for staff and driver relief purposes, and service trucks. SBCTA does not currently own any transit fleet fixed assets, other than a single staff vehicle. The overall lack of comparable rolling stock assets and maintenance personnel limits the likelihood of any savings through a complete consolidation.

Bus Stop, Shelter and Transit Centers, Rail ROW, Facilities and Support Equipment, and Other Property and ROW |
These asset and maintenance categories will not face significant impacts in the event of a complete consolidation. Omnitrans employees directly maintain certain assets, such as the SBTC, bus stop signage, benches, shelters, trash receptacles, solar lights, and sbX express bus stations. SBCTA co-owns a number of bus and rail stations primarily located in the San Bernardino Valley that, in virtually all cases, are maintained by the municipality in which the station is situated. Also, SBCTA contracts with a vendor to manage its ROW license/lease agreements and with a separate vendor to maintain its ROW. Both agencies co-own and operate the SBTC. Omnitrans owns the SBTC building and the bus bays, and SBCTA owns the crew house, the railroad infrastructure including the platforms and 50 percent of the parking lot with the City of San Bernardino.

Maintenance of these assets and the Santa Fe Depot building may eventually be streamlined under a complete consolidation. Similar to facilities maintenance, streamlined management of assets in a consolidated agency could take one of two longer-term forms. Potential cost savings opportunities could come from: (A) continuing asset management by former Omnitrans staff and a single facilities maintenance contract; or (B) eliminating staff directly providing asset maintenance services, and relying on a third-party contractor, as well as staff to manage the contract. Both options are anticipated to achieve nominal savings due to economies of scale and standardization, and, in the case of the latter option, elimination of some staff.

Unlike facilities maintenance, however, ROW management may be more appropriately administered through contractual or other third party means. Maintenance of SBCTA's railroad ROW, currently performed by an SBCTA maintenance-of-way contractor or by SCRRA, should remain contracted functions because it requires railroad safety qualifications.

Transit Asset Management (TAM) and Asset Management and NTD reporting processes | Congress requires transit agencies to report to the National Transit Database (NTD) if they receive or benefit from Urbanized Area Formula Grants under 49 United States Code (U.S.C.) Section 5307. All recipients and sub-recipients of federal transit funds that own, operate, or manage public transportation capital assets are required to develop and implement transit asset management (TAM) plans. Because SBCTA is currently an FTA funding sub-recipient to Omnitrans, SBCTA works with Omnitrans to include completed project assets into their TAM plan. At this time, this includes infrastructure completed as part of the Arrow Redlands Rail Project. Omnitrans' current TAM Plan was approved by the Omnitrans Board of Directors in December 2018. With the transfer of Arrow vehicle operations and maintenance to SCRRA, all assets associated with Arrow service will be included in SCRRA's TAM. Further, SCRRA is working to incorporate the SBCTA jointly owned Metrolink Stations into their TAM. The TAM Plan focuses on three types of capital assets: 1) Revenue vehicles; 2) Service vehicles; and 3) Buildings & Facilities. The assets have a condition assessment and a Useful Life Benchmark (ULB). Assets exceeding their ULB are prioritized and scheduled for replacement or refurbishment, depending on the capital funds available.

Transit providers are required to set performance targets for their capital assets based on the state of good repair measures and report their targets, as well as information related to the condition of their capital assets, to the NTD. FTA submits annual NTD reports that summarize transit service, asset, and safety data to Congress for review and use. Omnitrans currently sets performance targets and reports performance data to NTD, which SBCTA monitors, along with reports provided by the county's other transit providers to NTD.

Under a consolidated agency, Omnitrans' TAM plan would continue to be developed, and performance goals and data would continue to be provided to NTD. A marginal level of improvement could occur in a consolidation where the TAM plan and transit performance targets would be better aligned with overall SBCTA goals. Oversight of the new Transit Operations Department's performance, however, should be a consideration prior to consolidation. The agencies should determine whether, as a matter of policy, it benefits the consolidated agency to designate a third party or internal business unit to perform regular performance oversight.

**Table 7. Assets and Maintenance Evaluation Matrix** 

Functional Area	Areas of Impact
Facilities Management  Revenue Vehicles, Overhauls,  Body Work and Non-revenue  Vehicles	Financial  ✓ Longer-term cost savings opportunity for the consolidated agency by consolidating facility-maintenance resources with Omnitrans employees, or contracting out services currently performed by Omnitrans staff to a third-party contractor.  No significant impact
Bus Stop, Shelter and Transit centers, Rail ROW, Facilities and Support Equipment, and Other Property and ROW	Financial  ✓ Potential opportunity for the consolidated agency by consolidating asset maintenance resources with Omnitrans employees, or contracting out services currently performed by Omnitrans staff to a third-party contractor. Nominal efficiencies expected.
Transit Asset Management (TAM) and Asset Management and NTD reporting processes	Organizational  ✓ No short-term gains but a long-term opportunity to streamline coordination of transit planning and operations reporting, and oversight of Omnitrans and county transit providers' TAM plans.  This is an opportunity with or without consolidation. Nominal efficiencies expected.

### 3.5 PROCUREMENT

Each agency's procurement office purchases different types of products and services. SBCTA's procurement office of three employees focuses on planning and capital construction delivery services. Omnitrans' procurement office of 20 employees purchases goods and services to support transit operations. Eleven of the 20 positions in Omnitrans' procurement function are parts clerks, maintaining storerooms and parts inventory. These parts clerks are warehouse personnel in a 24/7 operation in two parts rooms. A complete consolidation of SBCTA and Omnitrans will not impact efficiencies in this area, and Omnitrans is already evaluating this function.

**Professional Services Contracts** | Omnitrans and SBCTA have similar professional services procurement functions. Both agencies' procurement units engage in work associated with creating requests for proposals (RFP) and contracts for professional services that are compliant with FTA guidelines. A complete consolidation could streamline duplication in professional services procurement, requiring fewer staff and contracts where there are currently duplicative planning, design, or other service or project delivery service needs being met by similar professional services firms paid by similar funding sources.

Vehicle and Support Equipment, Non-revenue Vehicles, Fuels, Fueling Infrastructure Installation and Maintenance | There are no economies of scale from procurement of physical assets under a complete consolidation as SBCTA only operates one non-revenue vehicle and no revenue vehicles. Vehicle and support equipment, non-revenue vehicles, gas/diesel/alternative fuels, fueling infrastructure installation and maintenance will not experience any major savings or impact but would be procured by the merged procurement function in the consolidated agency. In case of a consolidation, a zero-emission bus procurement that arises from the current countywide Zero Emission Bus (ZEB) Study being conducted by SBCTA may be beneficial for the consolidated agency's Procurement Department as the five transit operators purchase their battery-electric buses. There are no direct cost savings associated under a consolidated agency because SBCTA does not purchase or own revenue vehicles and is conducting the ZEB Study for the five operators. The overall benefit is the potential coordination in battery-electric bus procurements because SBCTA is the coordinating agency for the Study, and Omnitrans is one of the stakeholders. The coordination of ZEB purchases can occur with or without a complete consolidation.

Fare Collection and Other Equipment | For the Arrow rail service, fare collection and other equipment will not experience significant impact from a complete consolidation, as it is assumed that fare collection and fare equipment management will be transferred to SCRRA along with the new rail service's operations and maintenance. Omnitrans' on-board fare collection equipment consists of General Farebox Inc. (GFI) Odyssey fareboxes and SPX/Genfare ticket machines on sbX station

platforms. Omnitrans' existing fare collection will likely continue under a consolidation with support from the same personnel who perform this today. However, the financial accounting for fare revenues and procurement of equipment and contracted security firms for cash pickup would be handled by the finance/revenue department of the consolidated agency.

DBE, Buy America, and Title VI | Procurement impacts due to disadvantaged business enterprise (DBE), Buy America, and Title VI requirements, have no significant impact in a complete consolidation. Omnitrans and SBCTA currently must comply with FTA procurement regulations, such as DBE, Buy America, and Title VI, due to their status as FTA funding recipient and sub-recipient, respectively. Both agencies are already coordinating DBE program goals and reporting, as SBCTA must provide information regarding its DBE spending to Omnitrans as well as following Omnitrans DBE goals when procuring for services funded by FTA. Currently, the procurement and/or planning staffs of the two agencies coordinate on DBE and Title VI matters. Also SBCTA has a consultant to do Title VI compliance while Omnitrans utilizes internal staff to perform this function. There may be an opportunity to streamline these requirements, reporting, and compliance as the agencies are integrated, but the consolidated agency's compliance with these specific regulations will see little impact. In general, the ability to streamline similar processes can provide the opportunity for staff advancement and more flexibility to cover vacancies and extended absences.

**Table 8. Procurement Evaluation Matrix** 

Functional Area	Areas of Impact
Professional Services Contract	Financial and Organizational  ✓ Streamlining of procurement staff performing duplicative functions  ✓ Longer-term opportunity to standardize procurement functions, provide career path options, and more redundancy for vacancies and extended absences.
Vehicle and Support Equipment, Non-revenue Vehicles, Fuels, Fueling Infrastructure and Maintenance	Nominal efficiencies expected.  No significant impact.
Fare Collection and Other Equipment	No significant impact
DBE, Buy America, Procurement, and Title VI	Nominal efficiencies expected.

### 3.6 HUMAN RESOURCES

Currently, SBCTA's human resources (HR), risk management, procurement, payroll, and information technology (IT) functions are supported by a mix of staff, other agencies, and consultants. In a complete consolidation, the combined agency could centralize HR staffing but likely faces challenges in labor relations, training, and staff development.

HR Staffing | SBCTA has only two HR employees who have shared responsibilities with IT and Facilities functions. SBCTA hires consultants to perform compensation studies and uses a NeoGov subscription for recruiting. Omnitrans' HR department is composed of 11 employees who support a workforce of 722 and may be large enough to support an additional 67 employees currently at SBCTA. Omnitrans performs compensation studies internally and has its own NeoGov subscription for recruitment purposes. While there are few opportunities to reduce HR staffing, some limited savings may occur with regard to compensation studies that could be conducted completely in-house or through outsourcing and recruiting services that could be assisted with a shared NeoGov account under a single consolidated agency. The long-term opportunity is to standardize HR functions, provide career path options, and support vacancies and extended absences. One of the staffing challenges of the consolidated agency would be to adjust the compensation and benefit levels for the staff positions of the two agencies to provide equity for similar-level positions, as discussed in the Job-Classification discussion of this section, and the Benefit discussion in Section 3.10 People Costs.

Labor Relations Staffing | Omnitrans has two unions that represent 589 front-line, operations and maintenance personnel, and administrative staff – the Amalgamated Transit Union (ATU) and Teamsters. SBCTA's employees are not unionized. Under a consolidated agency, a centralized HR function would need to continue Omnitrans' labor relations responsibilities

(e.g., administration of labor agreements, grievances and arbitrations, handling potential wage/salary level issues such as "wage compression"), which would likely largely be handled by the former Omnitrans staff who were handling these duties. The consolidated board and management will need to actively manage labor relations during the transition and longer-term operations of the consolidated agency.

It is assumed that there will be no change to labor agreements in the short-term. However, learning from LA Metro's experience, the role of labor unions in the consolidated agency and treatment of unionized employees' benefits, retirement system, and other rights will need to be addressed prior to the consolidation. Interviews performed for this study revealed that the unions might see SBCTA's large budget and believe there is more money to pay unionized staff. Thus, a consolidated agency may need additional engagement with union leadership to better explain the different purposes, funding, and expenditures at SBCTA, and help manage expectations.

Training – Coach Operator, Maintenance, Dispatch, other Administrative | Omnitrans has previously experienced coach operator recruitment and retention challenges but reports that these are not issues at this time. Omnitrans has six staff and one manager in the fleet safety and training group. This group is responsible for developing and conducting training and certification of coach operators. Omnitrans directly performs most vehicle maintenance for the fixed-route service. It provides maintenance training for mechanics and helpers. This training is significant with both classroom and hands-on training provided. Omnitrans is purchasing four electric-powered vehicles in 2020. The vehicle manufacturer will provide Coach Operator and vehicle maintenance training. SBCTA does not perform nor contract for vehicle maintenance training. Thus, a complete consolidation is not expected to have a significant impact on training.

**Drug and Alcohol Program Compliance** | Of the two agencies, only Omnitrans is subject to a required Drug and Alcohol Compliance program per FTA regulations. Omnitrans has one staff person that administers the Drug and Alcohol Program (as well as the leave program). The annual cost for drug and alcohol testing and services is approximately \$41,000. This function would now be assumed under the combined HR department of the consolidated agency.

**Table 9. Human Resources Evaluation Matrix** 

Functional Area	Areas of Impact
HR Staffing	Organizational
	✓ Near-term, opportunity for limited savings on contracted service
	supporting the HR function through consolidation.
	✓ Longer-term opportunity to standardize HR functions, provide caree
	path options, and more redundancy for vacancies and extended
	absences. Nominal efficiencies expected.
	✓ Longer-term, HR would likely need to address adjustments to
	compensation and benefit levels of employees from the two former
	organizations to ensure equity.
Labor Relations Staffing	Financial
	✓ Longer-term potential shifting of some SBCTA administrative
	employees from non-represented to represented, or vice versa
	Organizational
	✓ The consolidated agency's Board and management will need to actively manage labor relations during the transition and longer-terr operations of the consolidated agency
	Additional engagement with union leadership will be needed from management to better explain the different purposes, funding, and expenditures at SBCTA, and help manage expectations
	Legal/Contractual
	✓ The role of unions in the consolidated agency and treatment of
	unionized employees' benefits, retirement system, and other rights will need to be addressed prior to the consolidation and maybe
	codified in legislation
	<ul> <li>Challenges in negotiating agreements, wage compression, and labor negotiations become a responsibility for the Board and managemen in the combined agency</li> </ul>

Functional Area	Areas of Impact
Training – coach operator, maintenance, dispatch, other	No significant impact
Drug and Alcohol Program	No significant impact
Compliance	

### 3.7 PLANNING

Each agency provides a function described as planning, but the focus of each agency's planning unit is significantly different. SBCTA's Planning Department, comprised of six employees, has a multi-modal focus and plans at the regional and county-wide level, while Omnitrans' Planning and Scheduling Department, composed of 5.5 staff, focuses on short-term<sup>6</sup> (near-term to five years out) planning efforts relating to operating its transit services.

Long Range Planning Functions | Long-range planning, such as the development of the Long Range Transportation Plan (LRTP) is currently completed by SBCTA, which provides comprehensive long-range planning expertise for the county and contributes to regional plans. Omnitrans does not provide these services. SBCTA's Planning Department has been responsible for Comprehensive Multimodal Corridor Plans (required by the state for SB 1 funding), Long Range Transportation Plans (no specific timeline required), Customer-based Action Plan, submittal of growth forecast and project submittals to the Southern California Association of Governments' (SCAG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), and integration of land use into these plans (as appropriate). This function will not be impacted by a complete consolidation, but the input of the new Transit Operations Department into these plans will likely be better coordinated. Thus, a complete consolidation will have little impact on long-range planning functions.

Service Planning/Data Analysis | Service planning and data analysis are not expected to change significantly but offer opportunities for improved organizational efficiency and coordination under a consolidated agency. For example, SBCTA is currently conducting a Countywide ZEB Study for the six transit operators in the County, including Omnitrans. As such, planning initiatives like the ZEB Study could see improved coordination under a consolidated agency. In addition, Omnitrans' Planning Department includes a development review planner who coordinates with cities on development reviews, and whose skillsets could integrate into the current first mile/last mile studies for SBCTA, as well as active transportation planning.

Both agencies currently utilize GIS, which is another area where consolidation would provide efficiencies. SBCTA's Planning Department utilizes GIS to analyze, map, and support other SBCTA departments. Omnitrans' Planning and Scheduling Department utilizes GIS for its planning efforts and has a service planning function for scheduling of transit services provided by the agency. The consolidated agency could share resources for GIS and technical data analysis and would need to retain Omnitrans staff who currently provide service planning and scheduling services for its bus transit operations.

Short Range Transit Plans (SRTP) | SBCTA allocates operating and capital dollars to county transit operators every year based on the information in their individual SRTPs which are presented to the SBCTA Transit Committee and Board of Directors for approval. In addition, SBCTA's Transit Department prepares a comprehensive over-arching SRTP for the county and presents this plan to the SBCTA Transit Committee and Board of Directors. The funding projections in the SRTPs are then used as a guide for annual allocations to the operators. As such, a consolidation would improve the coordination efforts for the annual allocation for Omnitrans. In addition, SBCTA's SRTP does not currently include an annual process for evaluating the performance of transit services, which, as a transit operator, it would need to do. As a consolidated agency, SBCTA's SRTP preparation would broaden its scope to include the annual process for evaluating transit service performance, addressing service area needs, and providing capital and operating budget projections. However, this could be done by the consolidated agency's Planning staff who would perform or contract for this function, previously performed by Omnitrans. Thus, no significant impact is anticipated.

**Comprehensive Operational Analysis (COA)** | Comprehensive Operational Analyses are typically performed every five to ten years by transit agencies. They are intended to provide a detailed analysis of the operational performance of a transit system and provide a strategic plan for how the system should evolve in the following five to ten years. The last COA of the

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<sup>&</sup>lt;sup>6</sup> Omnitrans's service planning horizon is five years; their capital planning horizon is for the life of the assets procured.

Omnitrans system was conducted in 2013/2014 by SBCTA. A high-level version of a COA is a part of this current *Consolidation Study and Innovative Transit Review*, to identify where Omnitrans' fixed-route resources should be focused and where alternative modes may be more appropriate, given the current transit use environment. The Innovative Transit Review portion of this study (Task 3) is scheduled to start in May 2020. It is anticipated that in the future, the consolidated agency would continue to prepare a COA every five to ten years. In the future, the consolidated agency's Planning staff would complete the COA.

**Scheduling/Run Cutting** | Scheduling/run cutting is solely an Omnitrans function. SBCTA is not involved in transit route planning and scheduling. Omnitrans uses its Trapeze Software for scheduling and route optimization. There are no anticipated impacts to scheduling/run cutting from a complete consolidation. This would likely remain as a function within the new Transit Operations Department in the event of consolidation.

**Table 10 Planning Evaluation Matrix** 

Functional Area	Areas of Impact	
Long Range Planning	No significant impact	
Service Planning/Data	Organizational	
Analysis	✓ Improved coordination and expertise for special studies. Nominal efficiencies expected.	
	✓ Sharing of resources/talent for GIS and other data analysis.  Nominal efficiencies expected.	
Short Range Transportation	Financial	
Plans	Nominal efficiencies as it will eliminate the need to prepare a duplicate SRTP to Omnitrans SRTP. The consolidated agency's Planning staff would complete or contract for this function, previously performed by Omnitrans.	
Comprehensive Operational	Nominal savings as it will eliminate two agencies participating in this	
Analysis	function. The consolidated agency's Planning staff would complete or	
	contract for this function, previously performed by Omnitrans. The	
	previous Omnitrans COA was administered by SBCTA.	
Scheduling and Run Cutting	No significant impact	

### 3.8 CAPITAL PROJECTS

Staff at both agencies are dedicated to capital project development and construction management. SBCTA focuses on multimodal capital project development and construction countywide, while Omnitrans focuses on making minor improvements to its transit facilities in its service area and ensuring a state of good repair of its facilities. The differences in the modal and geographic nature of their work provide a moderate impact from a potential consolidation with some efficiency resulting from coordinated project management of major transit projects and programs. Omnitrans is currently contracting with SBCTA to deliver the construction of major capital projects related to bus infrastructure.

**Project Development** | SBCTA has two departments that oversee major capital projects: 1) Project Delivery and Toll Operations, focused on major highway construction and without similarities to Omnitrans; and 2) Transit, which oversees the construction of major capital projects related to bus and rail infrastructure improvements or station construction. Omnitrans has one Construction Manager in the maintenance department and one planner who also has other duties.

Omnitrans currently bills SBCTA for their staff time since Omnitrans is the main recipient of the FTA funding for any capital project services requested by Omnitrans in the cases that SBCTA is leading on a construction project (e.g., the San Bernardino Transit Center, West Valley Connector). In addition, SBCTA includes an allocation of funding to pay Omnitrans for their staff time too. On these joint projects, each agency assigns a project manager to oversee the project and maintain communication on the project progress. This creates some duplication of effort as both agencies must present updates to each

agency Committee of jurisdiction and Board regarding the progress of the project as well as changes to the scope, schedule, or budget. There is duplication of staff at all project meetings including those with local stakeholders and with the FTA.

If consolidation were to occur, the consolidated agency would be most effective if it incorporated operational needs from the new Transit Operations Department into the Transit Department's development of capital projects. Currently, SBCTA-managed construction projects for facilities in which Omnitrans operates require coordination between the two agencies. With a consolidated agency, the capital delivery staff will likely be able to more effectively integrate input from the new Transit Operations Department.

Construction Management | SBCTA's Transit Department has led some of Omnitrans' major capital construction for projects like the San Bernardino Transit Center and the upcoming West Valley Connector. Managing capital construction is a core function of SBCTA and not significantly undertaken by Omnitrans. Under a consolidation, there may be opportunities for minor transit projects currently handled by Omnitrans to be leveraged with SBCTA's expertise, processes, and contractual resources for project delivery. However, no significant impacts are expected.

**Table 11 Project Development and Construction Management Evaluation Matrix** 

Functional Area	Areas of Impact
Project Development	Organizational  ✓ Integration of operational inputs and minor transit project needs to capital project development. Nominal efficiencies expected.
Construction Management	Organizational  ✓ Nominal efficiencies through less duplication of staff attending meetings/managing construction projects.

### 3.9 FINANCE

The finance functional area poses several opportunities and challenges in a complete consolidation because both agencies' Finance Departments conduct similar, and thus, duplicative functions. However, due to the agencies' diverging missions, each approaches accounting and budgeting differently.

**Budgeting** | SBCTA has a program-based approach to budgeting weighted toward delivery of major capital projects funded from various local, state, and federal sources. Their budget is not routinely split between operating and capital expenses as required of FTA fund recipients. Omnitrans, on the other hand, closely follows FTA requirements. Omnitrans develops an annual budget that follows FTA definitions for separation of operating and capital expenses and uses NTD object class codes and functions. Under a complete consolidation, SBCTA would need to modify its budgeting to resemble that of Omnitrans, at least for the minor transit operations and maintenance portions of its overall program. SBCTA staff indicated that they already budget at the object class level, so it would take some additional work to present the information in a way that meets FTA requirements. However, this would not require many internal accounting and process changes. Thus, no significant impact is likely from consolidation.

**Accounting** | Consolidation provides an opportunity to consolidate traditional accounting functions (e.g., accounts payable, accounts receivable, grant accounting, general ledger, and invoices), as well as the overall financial software system that supports all these functions, which are currently duplicated at the two agencies. It is important to note that FTA accounting requirements<sup>7</sup>, such as utilizing the FTA Uniform System of Accounts, are met in the consolidated agency. Consolidation should provide some reduction of work resulting from a reduction of bank accounts and investment accounts to manage and

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<sup>&</sup>lt;sup>7</sup> FTA accounting and other financial management requirements are provided in FTA-issued guidance, including <u>circulars</u>, its <u>Grant Management Requirements</u>, its <u>Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements</u>, its <u>Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24), and its <u>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.</u></u>

reconcile, the preparation of a single Comprehensive Annual Financial Report (CAFR) instead of two CAFRs and reduction of billing back and forth between the two agencies.

SBCTA is currently assessing replacement of its financial management system, and Omnitrans holds an SAP Enterprise software system containing modules that, with some modification, could potentially support SBCTA's financial needs. If consolidation were to occur, this integration of financial management software systems could achieve lower overall costs as opposed to the acquisition of a completely new system at SBCTA and maintenance of Omnitrans' separate system. In fact, Omnitrans currently has many of its capital assets (e.g., buses, other vehicles, shop equipment, operating facilities) that are already carried in its asset management system.

Payroll and Personnel Administration | SBCTA's payroll system is handled through the County of San Bernardino, which procures and secures health benefits, processes payroll, and tracks/pays taxes. SBCTA collects employee timekeeping information and sends it to the County for payroll processing services. There are three SBCTA employees partly dedicated to managing payroll. In their completed Agency Questionnaire, SBCTA estimated that a total of 0.33 full-time equivalents are involved in payroll processing, in addition to the contracted County payroll and personnel services. Omnitrans has four dedicated employees to handle payroll and benefit related functions. In contrast to the SBCTA's payroll system, Omnitrans utilizes its own in-house timekeeping and payroll system, SAP ERP, to do more than just payroll processing. SAP ERP also manages financial transactions, processes work for planning, reporting of business operations, and handles data management within the HR department. Omnitrans' system could potentially handle both agencies' payroll with a system modification to include SBCTA's project coding. Alternatively, SBCTA's payroll system from the County also has the capability to incorporate Omnitrans payroll if an interface can be devised to accept Omnitrans' Trapeze System/Kronos timekeeping data.

**Risk Management** | Risk considerations and requirements for transit operations are considerably different from those of an administrative agency. Currently, Omnitrans' General Liability is handled through the CalTIP JPA and administered by Sedgwick (formerly York). Omnitrans is self-insured up to \$100,000. Current liability insurance costs are budgeted at \$2.7 million, which includes administrative costs. Omnitrans has a Third-Party Administrator for Workers Comp. Due to the rapidly rising costs Omnitrans has experienced in the Casualty and Liability area, the agency is considering going out on the open market for General Liability coverage.

SBCTA also has a Third-Party Administrator for all claims. SBCTA manages from a perspective of contractual risk transfer for most of its scope of work. This allows the agency itself to finance a limited amount of liability exposure through a self-insured retention and the purchase of commercial insurance. At the time a claim is received, it is evaluated for sufficiency and appropriateness. Then, at that time, the agency may reject the claim directly to the claimant with no assignment of liability as the agency may have no established contract, project, or other relationship in the incident area. On other occasions, the agency may reject the claim and tender it to the appropriate contractor or service provider based on a contractual relationship. SBCTA pays about \$24,000 annually in claims. Under consolidation, SBCTA would need to absorb Omnitrans' coverage limits and increase its current \$5 million coverage limit to cover the increase in risk associated with extensive public transit operations akin to the \$25 million coverage limit for Omnitrans. This could potentially be addressed by SBCTA joining Omnitrans' insurance coverage pool or newly-procured liability coverage.

Internal Controls and Audits | A small portion of the duties of three SBCTA staff, including the Chief of Fiscal Resources and Fund Administration Management Analysts, involve audit services, including procurement of external auditors. SBCTA's Chief of Fiscal Resources and Chief Financial Officer also have responsibility for internal control review and assessment. Omnitrans and the other transit agencies in San Bernardino County are recipients of state Transportation Development Act (TDA) and Measure I funds from SBCTA. Thus, SBCTA engages an external auditor to audit compliance related to these funding sources. SBCTA engages a consultant for the triennial TDA audit, and both SBCTA and Omnitrans are audited. Under a consolidation, this auditing and internal control assessment would continue utilizing an external auditor procured by SBCTA. Thus, no significant impact is anticipated.

Capital Asset Management and Reporting | Omnitrans conducts regular capital asset management and reporting due to its ownership of capital assets and status as a direct FTA funding recipient. SBCTA tracks its capital assets in a manner that is compliant with FTA requirements. However, because SBCTA's ownership of capital assets is limited, it does not use the same financial accounting system as Omnitrans. Consolidation would not require a change to SBCTA's financial system to mirror FTA requirements regarding capital asset management and reporting. SBCTA's assets could simply be added to Omnitrans' SAP Enterprise financial accounting system and be adopted by SBCTA. When enabling legislation establishing the consolidated agency is pursued, it may also need to address the transfer of all of Omnitrans' assets to the newly consolidated agency.

As provided in Section 3.4, Omnitrans' 2018 TAM Plan focuses on revenue and service vehicles, as well as buildings and facilities. Assets with a condition assessment exceeding its ULB are prioritized and scheduled for replacement or

refurbishment, depending on the capital funds available. Omnitrans replaces buses based on FTA guidelines but has extended the useful life from 12 to 14 years. Other capital equipment are replaced at the manufacturers' useful life expectancy, equipment assessment, professional judgment, and available funding. A complete consolidation may change this approach to asset management, which may have budgetary impacts. Extending the useful life of assets may bear short-term cost savings, but might require longer-term expenditures related to mid-life overhauls and other repairs associated with age and deterioration.

Grant Application Preparation and Assistance | Discretionary grant funds can leverage existing local resources to pay for planning and construction costs of priority capital projects. Improved coordination regarding discretionary grant application preparation and assistance is expected as both agencies plan for future projects. SBCTA holds a grant preparation contract, which accesses consultant support to assist it in applying for state and federal discretionary grant funding. SBCTA has been successful in acquiring discretionary grant funding, including the following funds in Omnitrans' service area:

- \$8.7 million in 2016 USDOT TIGER funds for the Redlands Passenger Rail Project
- \$10.8 million in 2018 CTC Local Partnership Competitive Program funds for the Redlands Passenger Rail Project
- \$65 million in 2018 CTC Solutions for Congested Corridors funds for the Redlands Passenger Rail Project
- \$30 million in 2018 CalSTA TIRCP funds for the Diesel Multiple Unit Vehicle to Zero- or Low-Emission Vehicle Conversion and West Valley Connector Bus Rapid Transit Project

SBCTA prepared and applied for discretionary grant funding for these projects and in the case of the federal TIGER grant, Omnitrans was the recipient of funds. This required duplicative efforts on the parts of SBCTA and Omnitrans in the preparation of the FTA full funding grant agreement as well as with respect to the ongoing project management oversight meetings for the Redlands Passenger Rail Project which Omnitrans attends. SBCTA also provides support for the state Low Carbon Transit Operations Program (LCTOP) and federal 49 U.S.C. § 5310 (Enhanced Mobility of Senior and Individuals with Disabilities Program) funding it distributes and reviews Omnitrans grant applications when requested. Both agencies monitor the availability of these funds as well as the related expenditure deadlines. Omnitrans and SBCTA work together to input FTA grant applications in Trams (FTA's grants system) for projects where SBCTA is the lead agency for constructing the project. Omnitrans inputs the grant information into Trams when they are the project lead, using UZA and federal fiscal year information provided by SBCTA. SBCTA then reviews the grants and monitors their drawdown. Omnitrans also applies for grant funding and, when requested, SBCTA reviews the Omnitrans applications. Further, Omnitrans works with SBCTA to identify the required local match funding needed to be competitive on their grant applications.

SBCTA's grant writing contract and other grant application preparation and assistance resources could be shared in a consolidated agency such that these resources are used to apply for discretionary grant funding that could cover the costs of planning or construction of future capital projects benefiting the new Transit Operations Department. This is needed as Omnitrans, along with other transit providers statewide, seek funds to reach compliance with the California Air Resources Board's (CARB) Innovative Clean Transit regulation that mandates 100 percent ZEB fleets by 2040.

Grant Management and Reporting | The other side of applying for and receiving discretionary and non-discretionary grants is grants management and status reporting to funding agencies. Both agencies currently perform this function but for different grants provided by different funding agencies. At SBCTA, grant management and reporting are, for the most part, duties performed by those overseeing the specific program or project scope of work. Other, more specific functions are performed by SBCTA's Fund Administration or Finance Departments, such as determination of available funding or billing. SBCTA has 18 staff that partially support grants management as a small part of their overall work (total of 1.92 FTE). Omnitrans only has one position that explicitly handles this task with support from others, including the Finance Department, which has two financial analysts that partially support this function. In a consolidated agency, this function would likely continue as it is performed at SBCTA. That is, project managers in the consolidated agency would continue to manage the grant as part of managing the project, perform all reporting requirements and the Finance Department will continue to do grant billing only. Thus, there would be improved efficiency but little cost savings in this area.

In addition, each year, FTA requires recipients of federal grants for public transportation purposes to formally agree to certain pre-award certifications and assurances. For FY 2019, there were 18 separate categories of certifications and assurances for FTA assistance programs, covering many federal transit regulatory areas. Omnitrans, as the direct recipient of FTA funds, annually files the certifications and assurances with the FTA. Under an MOU with SCAG, SBCTA is responsible for determining the split of FTA formula funds, notifying Omnitrans of the amount of their allocation, and making sure that Omnitrans submits a copy of their FTA certifications and assurances to SCAG. In addition, SBCTA completes a separate annual certifications and assurances. This duty of SBCTA's would continue under a consolidation though the oversight would be internal to the consolidated agency and one annual certifications and assurances would be completed.

Funding (including LTF Administration and Measure I compliance), Fare Structure, Collection Methods, Fare Media, Shelter and Bus Advertising | Funding, fare structure, collection methods, fare media, shelter, and bus advertising are functional areas that will not see major impacts. Omnitrans manages a fare collection system, a monthly Mag Stripe pass, Genfare Odyssey validating fareboxes, and mobile fares. Omnitrans dumps fareboxes nightly and contracts with LA Federal Armored Service for cash handling. SBCTA does not manage fareboxes and has very little cash handling associated activities. Omnitrans also coordinates with six adjacent transit agencies for fare vending, schedule coordination, and transfers. Fare structure and collection would continue in the merged departments in the consolidated agency with little impact. Fare structure and policy would now be a function of the consolidated agency and its Board, which would also be required to conduct FTA-required hearings for fare changes.

Cash and Investment Management | SBCTA's Finance Department and the Chief Financial Officer (CFO) are in charge of cash, investment monitoring, and compliance. The department also utilizes a consulting firm and a bank (PFM and US Bank) for investment advisory assistance. SBCTA invests in the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and San Bernardino County Treasury pool. Omnitrans earns revenue (interest payments) from its investment in LAIF and money market accounts. Unlike SBCTA, Omnitrans does not have the need to invest in long-term investment types due to the nature of their operations and their available cash balance. Prior to consolidation, the agencies would need to consider whether Omnitrans' investments in LAIF or money market accounts will be combined with SBCTA's or transferred to CAMP, depending on interest earnings provided by both pools. Both options would be an easy transition, and cash and investment management resources would likely reduce slightly as less bank/pool accounts have to be managed and reconcile on a monthly basis. Thus, minimal financial, organizational, or legal/contractual impacts are anticipated, due to the transfer of all of Omnitrans' cash and investments to SBCTA as part of consolidation.

Inventory Control | SBCTA performs inventory checks once a year as a part of their capital asset tracking. In doing so, SBCTA uses MS Excel® for minor furniture and equipment inventory (e.g., chairs, desks, computers). SBCTA does not maintain an active inventory of parts or equipment that is used for repairs. Once the SBCTA's I-10 and I-15 Express Lanes are in operation, SBCTA will have access to the contractors' inventory management system to view inventory related to the toll systems/operations only. However, the inventory will be managed by a vendor who will perform maintenance on the assets on SBCTA's behalf. Maintenance-of-way for rail property does not have an inventory of the signs and fences maintained by SBCTA, but currently, a system is being developed to inventory asset locations. Omnitrans has 11 personnel dedicated to the maintenance of a parts storeroom and other inventory. Omnitrans uses SAP to manage all aspects of material management. SAP is integrated with maintenance work orders, and parts are issued and tracked to individual buses. This system is primarily used for the majority of their fixed-route services. The maintenance of the OmniAccess fleet is the responsibility of the contractor (MV). With respect to the contractor's inventory management system, Omnitrans staff has access to this data at any given time. In case of a consolidation, inventory management for the OmniAccess fleet would continue to be the contractor's responsibility until such time as the contracting agency (Omnitrans, or SBCTA if consolidated), decides to take it in-house.

Sub-recipient Monitoring | Omnitrans requests SBCTA, as a sub-recipient of its FTA funds, to complete a form as part of the FTA certifications and assurances process. This is done by various SBCTA departments based on their respective areas of the self-certification process. This form is part of the annual monitoring/audit site visit performed by Omnitrans to SBCTA. Omnitrans would no longer have to perform sub-recipient monitoring/audits of SBCTA under a consolidation. This presents an opportunity to save a limited amount of time and other resources currently used to conduct sub-recipient audits for both agencies. There may be on-going sub-recipient monitoring for other FTA recipients in the county, however, so this functional area is not expected to result in significant savings or efficiencies.

FTA Processes and Direct Recipient Designation | Currently, Omnitrans is a direct recipient of FTA funds, which provides them the authority to receive non-discretionary federal funds. SBCTA is a sub-recipient of FTA funds, which means SBCTA cannot receive non-discretionary funds directly from FTA but must coordinate with Omnitrans to receive them. These funds are passed-through from Omnitrans. SBCTA and Omnitrans have a master agreement that provides the general requirements of this sub-recipient relationship. Both agencies develop project-specific supplemental agreements as projects that require FTA funding are developed.

Under a complete consolidation, SBCTA would need to become a direct recipient of FTA so that, among other duties, its Board can approve grant requests, receive grant funding, and approve submission of annual certifications and assurances. These functions, currently handled by Omnitrans, would now become functions of the consolidated agency.

A key step in being designated as a direct recipient of FTA grant funding requires a letter from the governor and letters from other transit agencies in the urbanized area (Riverside-San Bernardino UZA and LA/Long Beach UZA) concurring with the

designation. As the consolidated agency would be established through new authorizing legislation, the bill's enactment could serve as a means of generating these letters. The enacted statute would assign Omnitrans' FTA grant and formula fund recipient duties to the new entity.

As a new direct FTA funds recipient, SBCTA would need to comply with the comprehensive areas of compliance that FTA considers as minimum requirements for federal assistance. These will be reviewed by FTA prior to becoming a new direct recipient, and again every three years. In the interim years of becoming an FTA funds direct recipient, SBCTA must submit FTA's annual certifications and assurances that require compliance by the agency in all certified areas. These tasks are currently being performed by Omnitrans and would likely be performed by the same staff in a consolidated organization.

Under a consolidation, FTA major oversight reviews would continue as they do today. This includes triennial reviews of the new Transit Operations Department at SBCTA, which would be the new grantee receiving Section 5307 Urbanized Area Formula Grants, and other reviews that may be conducted under special circumstances (e.g., participation in a special program or being at-risk or out of compliance with procurement or financial systems).

Receiving FTA recipient designation was identified as a challenge in Task 1.2 due to the required legislative steps involved and the administrative effort to re-title all FTA grants with SBCTA as the recipient. However, although SBCTA is not a direct recipient, it complies with all FTA requirements except for those that apply only to direct recipients. As a major sub-recipient, SBCTA already participates in FTA triennial reviews and maintains internal controls, policies and procedures and accounting systems that comply with FTA. The challenges in compliance with FTA requirements arise when SBCTA seeks to become a direct recipient. However, those challenges should be minimal in the compliance area as both Omnitrans and SBCTA are already complying with FTA requirements and merging the two agencies should not increase the complexity of the requirements.

As highlighted in the Task 1.2 Report, the costs and resources of becoming an FTA fund direct recipient are significant due to the extensive work involved in becoming an approved direct recipient and building internal capacity to administer grants and meet compliance requirements with annual certification and assurance. FTA direct recipient status requires approval from the Governor and concurrence from all other transit operators in San Bernardino and Riverside counties. It would cost them time and other resources needed to draft and advocate for passage of state legislation that would serve as the Governor and other transit providers' approval of SBCTA as an FTA funding direct recipient, delegating transit operations rights to SBCTA, and transferring all Omnitrans' rights and obligations to SBCTA, including applying for and receiving federal and state grants. In addition, all grants and contracts currently held by Omnitrans would have to be retitled or otherwise revised to name SBCTA as the grant recipient/contracting entity. The interview conducted for this study with former LA Metro staff confirmed that this was a substantial administrative effort. Additional time and resources would be required to establish the internal processes for annual certification and assurances on FTA grants.

**Table 12. Finance Evaluation Matrix** 

Functional Area	Evaluation Criteria	
Budgeting	No significant impact	
Accounting	Financial	
	<ul> <li>✓ Savings opportunity in the consolidation of a traditional accounting system and personnel</li> <li>✓ Savings opportunity in the consolidation of the SAP system</li> <li>✓ No savings in FTA reviews</li> </ul>	
	Organizational	
	✓ Opportunity to consolidate personnel in traditional accounting	
Payroll and Personnel	Financial	
Administration	✓ Savings opportunity due to the flexibility of San Bernardino County and Omnitrans' respective payroll systems to accommodate the others'.	
	✓ Potential short-term cost to adapt the payroll system	

<sup>&</sup>lt;sup>8</sup> FTA Circular C 9030.1E

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<sup>&</sup>lt;sup>9</sup> FTA, Comprehensive Review Guide for Triennial and State Management Reviews Fiscal Year 2019, p. 02-03.

nancial  ✓ No significant impact. Costs would likely be similar to the combined costs of the two agencies currently.  ganizational  ✓ The consolidated agency would need to adjust risk management practices and liability insurance levels to match the risks of being a transit service operator.  To significant Impact  nancial  ✓ Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance.  Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.  rganizational
combined costs of the two agencies currently.  **ganizational**  The consolidated agency would need to adjust risk management practices and liability insurance levels to match the risks of being a transit service operator.  **significant Impact*  **nancial**  Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance.  Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.
<ul> <li>✓ The consolidated agency would need to adjust risk management practices and liability insurance levels to match the risks of being a transit service operator.</li> <li>✓ significant Impact</li> <li>✓ Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance.         Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.     </li> </ul>
practices and liability insurance levels to match the risks of being a transit service operator.  • significant Impact  • Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance.  • Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.
nancial  ✓ Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance.  Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.
✓ Policy changes related to capital asset management will need to be considered in relation to funding available for maintenance. Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.
considered in relation to funding available for maintenance.  Differing methods are established in the regulations for evaluating facilities and fleet. No significant impact.
S
✓ Capital asset management policies will need to be evaluated and approved by the consolidated agency's committee of jurisdiction and Board, as they do separately today. No significant impact.
gal/Contractual
Consolidation legislation could include sections addressing the transfer of all assets to the newly consolidated agency.
ganizational
✓ Opportunity to improve services by consolidating grant writing resources to apply for discretionary grant funding for future capital projects benefiting the new Transit Operations Department
ganizational
✓ Project managers in the consolidated agency would continue to perform grant management and grant reporting with the Finance Department performing grant billing. Nominal efficiencies expected.
significant impacts. The consolidated agency would now be required to
nduct the FTA-required hearings for fare changes.
nancial
✓ Nominal efficiencies expected. Costs would likely be lower and interest earnings may be higher due to SBCTA cash and investment capacity. As well as the consolidated agency will manage less bank/investment accounts.
significant impact
significant impact

## Functional Area Evaluation Criteria FTA Processes and Direct Financial and Organizational

### FTA Processes and Direct Recipient Designation

✓ Initial additional cost and resource of establishing the consolidated agency as an FTA funds direct recipient.

### Legal/Contractual

- ✓ SBCTA must become a direct FTA funds recipient and comply with FTA compliance requirements
- ✓ All current FTA grants would need to be revised to show the consolidated agency as the recipient

### 3.10 PEOPLE COSTS

A consolidation presents opportunities and substantial challenges in personnel costs due to standardizing classification, compensation, labor relations administration, and type of work. The factors discussed in this section focus on employee compensation and benefits. There are substantial challenges with any change to any employee's benefits package as it may impact morale, productivity, and employee retention. Changes in employee benefits can cause unease, rumors, and productivity decline. This is on top of morale issues that may result from decisions such as relocating staff. Indeed, some Omnitrans staff in departments that are being merged may have to relocate to SBCTA's office.

The opportunities and challenges presented in this section are in addition to these significant workplace culture factors. Any decision to implement these types of changes should be accompanied by a robust employee engagement effort. For the purposes of this analysis, it is assumed that no diminution to any employee's compensation package will occur as an automatic result of consolidation.

Retirement Systems | One of the major challenges to consolidation is the difference in retirement systems between the two agencies. Omnitrans' contribution rate to retirement as a percentage of salaries under CalPERS is about 60 percent less than the amount paid by SBCTA under SBCERA. After further analysis, it was identified that the contribution percentage for the current employee is the same. However, the contribution percentage for the unfunded liability is significantly higher at SBCERA than CalPERS, primarily due to two reasons: Higher benefit retirement package and a shorter term for payment of the unfunded liability as explained below. It is the contribution for the unfunded liability that generates the significant difference in annual retirement costs between the two systems.

Each plan presents its own set of benefits and costs. For example, pensionable compensation is higher with SBCERA than CalPERS with SBCERA covering more pay categories than CalPERS. This is due to the fact that SBCERA counts cash-outs, phone allowances, car allowances, and other pay as earnable compensation, while CalPERS uses the employees' hourly rate. Thus, while SBCERA costs more, the benefit payout to each retiree is higher. In addition, CalPERS' amortization schedule until the end of this fiscal year is for 30 years, while SBCERA's is for 20 years. CalPERS is changing this to 20 years starting in the coming fiscal year but only prospectively.

Prior to consolidation, the two agencies and their Boards (or an interim Board for the consolidated agency) would need to determine the retirement plan(s) that employees of the consolidated agency would participate in. There are five options to consider: (1) all employees under CalPERS; (2) all employees under SBCERA; (3) transfer the retirement assets from one pension system to the other (4) create a separate corporate entity to hold the retirement benefits of one of the groups so that both existing groups of employees can retain their retirement plans, or (5) create a separate corporate entity to grandfather employees in their respective systems and through attrition, transition new employees into one of the two systems until one system is no longer utilized.

Although complex, other similar agencies have navigated this challenge in California. LA Metro addressed this by establishing a separate legal entity to hold the retirement and other employee benefits of a specific group of employees. The Public Transportation Service Corporation was created to house all the benefits of the LACTC employees. The former SCRTD employees stayed with their own retirement system.

The decision that is ultimately made could have significant financial impacts on the consolidated agency and SBCTA. As of June 30 2019, Omnitrans has an unfunded pension liability of approximately \$25.1 million and SBCTA has an unfunded pension liability of \$15 million. These liabilities could become much larger depending on the option selected. It appears the unfunded pension liability becomes due and payable at a much higher rate if a retirement plan is terminated, which would occur under options (1) and (2), but may be viewed differently if transferred which is option (3). Organizationally, leadership

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in each agency and the consolidated agency will need to manage the unease, rumors, and productivity decline that may result from the announcement of any change in retirement plans.

Legal impacts are also anticipated due to the fact that SBCTA employees' participation in SBCERA is codified in the California Public Utilities Code (CA Pub. Util. Code) § 130824. The statute provides for the former SANBAG employees' membership in SBCERA following the creation of SBCTA to be as if the employees had remained members of SBCERA without any break in service or change of employer. The statute also provided for SBCTA to assume the prior obligations of SANBAG for the payment of the unfunded actuarial liability. Any shift in SBCTA employees' participation in SBCERA and Omnitrans employees' participation in the same retirement plan as SBCTA's would need to be reflected in CA Pub. Util. Code § 130824. These changes would also need to be described in a potential transfer agreement to provide equity amongst employees with similar years of service, as well as agreements that would transfer between CalPERS and SBCERA for all SBCTA or Omnitrans employees.

Job Classification | In a consolidated agency, there will be some staff completing similar functions with differently described job classifications and compensation. Positions most likely to be impacted are administrative staff, clerks, procurement specialists, management analysts, and other shared service functions. In the short-term, this is unlikely to result in immediate changes. Longer-term, the consolidated agency should investigate standardizing these classifications and compensation, either as the positions become vacant or as a stand-alone effort.

Also, in a potential consolidated agency, executive and administrative positions will need to be adjusted and perhaps consolidated. Because of the limited functional areas of overlap of the agencies, it is unlikely there will be substantial duplication. The analysis of possible duplicate positions will occur in the Detailed Analysis of Financial Impacts chapter.

Benefits | SBCTA and Omnitrans have different benefit programs, each specific to their history and labor agreements. In a potential consolidated agency, benefits packages typically are aligned at the Agency level, primarily for the unrepresented positions. (It should be noted that such alignment may not be necessary if a separate corporate entity is created to hold all the benefits of one group or the other, as discussed under Retirement.) In addition to retirement benefits already detailed above, benefits can include medical, vision, and dental insurance, disability, and life insurance, paid time off accruals, and other non-compensation employee benefits. Currently, these benefits are administered separately by San Bernardino County and Omnitrans for SBCTA and Omnitrans, respectively. Organizationally, leadership in each agency and the consolidated agency will need to manage the unease, rumors, and productivity decline that may result from the announcement of any change in employee benefits. A potential consolidated agency will need to consider the payroll IT system mentioned in Section 3.9 Finance when considering benefits packages, as in most cases, the payroll system also generates the benefit payments for the employer and employee. The two major differences in benefits are related to the number of leave days (vacation, holiday, and administrative) each agency provides to their respective employees as well as the match towards the employer sponsored deferred compensation plan. A detailed analysis of the benefit plans will be considered in the Detailed Analysis of Financial Impacts chapter. Aligning employee benefits will have an impact on the Agency labor cost. It is expected that represented employees will continue to be covered by their negotiated labor contract until the expiration of that contract. Any changes for represented employees will be subject to negotiation with the labor unions.

Support Functions | As described in Section 3.5, a complete consolidation can help reduce duplicative efforts in the procurement of services and save on professional services contracts in the long-term. According to SBCTA's Annual Budget FY19-20, SBCTA utilizes contractors to complete some general staff tasks, such as facilities management, security, grounds keeping, janitorial, information technology services, and on-call services. In the longer-term after the two agencies consolidate, former Omnitrans employees could gradually absorb and support these general staff and on-call tasks, allowing the consolidated agency to utilize its in-house forces. Alternatively, the consolidated agency could continue to provide these general staff support tasks through SBCTA's third party contractors and staff to manage the contracts. Both options could result in cost savings due to economies of scale and standardization, and, in the case of the latter option, elimination of some staff

**Table 13. People Costs Evaluation Matrix** 

Functional Area	Areas of Impact
Retirement Systems	Financial
•	✓ Challenge in funding the unfunded pension liability depending on the plan selected and the mechanism selected:1) thru a termination of one retirement plan, 2) a transfer of assets from one plan to the other, 3) grandfathering to retain the costs as is, 4) create a separate corporate entity to hold the retirement benefits of one of the groups, or 5) thru attrition.
	Organizational
	✓ Changes in retirement benefits can cause unease, rumors, and productivity decline in the announcement of the change.
	Legal/Contractual
	✓ Revision of statute to account for any change in SBCTA participation in SBCERA and Omnitrans employees' participation in the same or different plan
	✓ Challenges in establishing reciprocity agreements especially for members with lower-tier membership, if pursued
	✓ Challenges in actual logistics of transferring between CalPERS and SBCERA for all SBCTA or Omnitrans employees, if this option is pursued
	<ul> <li>Challenges in establishing a separate entity to be able to maintain two retirement systems and benefit packages. The decision as to which system new hires would be hired under in the future.</li> </ul>
	Peer Agencies
	Based on the experience of other similar consolidations, there are challenges in preserving current employees' benefits at current levels.
	✓ Based on the experience of other similar consolidations, there are potential solutions and roadmaps to follow.
Job Classification	Financial
	✓ Long-term, if similar positions have standardized compensation and classification, costs for the work may go up or down in comparison to the current baseline with separate agencies.
	✓ Potential salary savings thru the elimination of duplicate positions.
Benefits	Financial
	✓ Potential increase in benefits costs if SBCTA benefit levels are adopted for all in-coming Omnitrans non-union positions.
	Organizational
	✓ Changes in employee benefits can cause unease, rumors, and productivity decline in the announcement of the change.
	Legal/Contractual
	✓ Longer term pressure on organization by Unions to equalize benefits for bargaining unit employees
Support Functions	Financial  ✓ Eventual opportunity to absorb some of current SBCTA's general staff tasks with current Omnitrans similar functions. Nominal efficiencies expected.
	Organizational
	✓ Longer-term opportunity to standardize support functions, provide career path options, and more redundancy for vacancies and extended absences. Nominal efficiencies expected.

### 3.11 OTHER SHARED SERVICES

Other support functions include policy and legislative affairs, IT, security, marketing, social media, community outreach, and advertising as well as telephone systems and information. Opportunities and challenges that arise from consolidating these support functions largely depend on the degree of similarity of each function at each agency.

Policy & Legislative Affairs | SBCTA's four policy and legislative affairs staff and their consultants provide the agency with a means of taking part in transportation policy and legislative discussions at the federal and state levels. These discussions are, for the most part, currently focused on transit, rail, and highway capital projects and services, policies, and legislation. Omnitrans does not have staff or consultant resources that perform these functions but would benefit politically and financially from resources that advocate for Omnitrans' needs and policy priorities. This is especially relevant given the current federal economic stimulus and surface transportation reauthorization discussions that will inform the successor to the Fixing America's Surface Transportation (FAST) Act, which expires on September 30, 2020.

Information Technology | There are opportunities to consolidate some IT systems to save money on new IT systems procurement and on-going license and maintenance fees. The most significant near-term potential savings is if Omnitrans' SAP ERP implementation can support all of SBCTA's financial reporting needs, eliminating the need for SBCTA to acquire a new financial system. It is unlikely that any IT personnel would be reduced, although the combined IT staff would have additional cross-training and backup support on the team. Traditional business systems such as MS Windows® and Office® will have operational efficiencies by having the same standard platform and potential economies of scale for license purchases. The function-specific IT systems of each agency have little cross over and few opportunities for efficiencies. The Omnitrans IT system supports bus operations, manages technology of bus systems, surveillance, data storage, regional network infrastructure, route optimization, and asset management, while SBCTA's technology supports document management, capital project management, travel demand modeling as well as rideshare management and online reporting system. However, both agencies utilize the TransTrack system to report to NTD (SBCTA with Vanpool Program and Omnitrans with all service modes). As further analysis occurs in the Information Technology function, additional systems may also have the opportunity for consolidation or sharing of support resources (e.g., Board Item system, firewall and virus products, website hosting and management).

Marketing, Social Media, Community Outreach, and Advertising | The differences in marketing goals and targeted audience present little current opportunity for overlap in a complete consolidation. Omnitrans establishes marketing priorities each year and produces and publishes an annual marketing plan. The marketing department consists of 4.5 full-time staff for marketing and social media outreach. Functions include Omnitran's public relations and public engagement for transit services. SBCTA's marketing group consists of about one full-time equivalent staff spread amongst three positions. The positions are focused on legislative and public affairs. One potential area of coordination is with the marketing promotion for IE Commuter on the Rideshare Program, the Private Transportation Provider Pilot Program, and for enhanced coordination with Metrolink. It may be more efficient since SBCTA and Omnitrans already have ongoing coordination efforts. Furthermore, SBCTA will perform marketing activities once the toll lanes become operational. There may be a longer-term opportunity for the combined marketing teams to provide career path options and more redundancy for vacancies and extended absences.

**Telephone Systems and Information** | SBCTA utilizes one vendor to support its telephone system. Omnitrans has four vendors that support telephone systems and customer service information. The vendors support not only internal business communications but also provide bus arrival/departure information, and support sales/tracking of bus passes. A consolidated agency can combine its internal business communications telephone systems, but this will provide minimal savings.

**Security** | Both agencies have contracts for private security services at various facilities. As a transit service provider, Omnitrans manages a transit security program. Security and safety are delivered together with five staff providing some element of security management. Omnitrans also contracts with several firms for security services at an annual cost of \$1,647,000. SBCTA contracts with various vendors providing facility maintenance and/or janitorial services to also provide security services at the Santa Fe Depot, SBCTA office, and employee parking lot. Security represents a small opportunity to consolidate the management of the security contracts. The potential savings in contract value and efficiency is minor.

**Table 14. Other Shared Services Evaluation Matrix** 

Functional Area	Areas of Impact		
Policy and Legislative Affairs	Organizational		
. 0	✓ Immediate opportunity to have Omnitran's transit policy and legislative needs addressed at the state and federal levels as part of SBCTA's overall legislative platform and policy priorities		
Information Technology	Financial		
	<ul> <li>✓ Potential significant one-time savings if SBCTA's financial management needs can be met with Omnitrans' SAP implementation with some modification</li> <li>✓ Ongoing savings opportunity in the consolidation of administrative</li> </ul>		
	technology (i.e., office email, payroll, board agenda system)		
	Organizational		
	Combining data centers and IT systems will impact support models and systems that will need to be carefully managed during the transition.		
Marketing, Social Media,	Organizational		
Community Outreach and Advertising	✓ Opportunity to improve coordination efforts for IE Commuter on the Rideshare Program and the Private Transportation Provider Pilot Program. Nominal efficiencies expected.		
	✓ Longer-term opportunity to provide career path options, and more redundancy for vacancies and extended absences. Nominal efficiencies expected.		
Telephone Systems and	No significant impact		
Information	-		
Security	Financial		
-	<ul> <li>Potential minor savings through the consolidation of security contracts of the two agencies.</li> </ul>		

# 3.12 BOARD OF DIRECTORS/COMMITTEES (POTENTIAL RESTRUCTURE)

SBCTA's Board of Directors is statutorily-established under Chapter 7, Division 12 of the CA Pub. Util. Code, while Omnitrans' Board of Directors is provided governing authority under the Omnitrans Joint Powers Agreement (JPA). Under the law, SBCTA's Board must consist of 29 individuals: (1) five members of the San Bernardino County Board of Supervisors; (2) the Mayor or Council Member from each San Bernardino County incorporated city; and (3) one nonvoting member appointed by the Governor. Under the Omnitrans JPA, its Board must consist of 19 individuals: (1) an officially designated Mayor or Council Member from each of its member cities; and (2) four members of the San Bernardino County Board of Supervisors. Current Board members for both agencies are listed in Table 15.

**Table 15. SBCTA and Omnitrans Board Membership** 

SB	CTA	On	nnitrans
1.	Gabriel Reyes (Mayor, City of Adelanto)	-	
2.	Art Bishop (Council Member, Town of Apple Valley)	-	
3.	Julie McIntyre (Mayor, City of Barstow)	-	
4.	Bill Jahn (Council Member, City of Big Bear Lake)		
5.	Eunice Ulloa (Mayor, City of Chino)	1.	Eunice Ulloa (Mayor, City of Chino)
6.	Ray Marquez (Council Member, City of Chino Hills)	2.	Cynthia Moran (Council Member, City of Chino Hills)

7.	Frank Navarro (Mayor, City of Colton)	3.	Frank Navarro (Mayor, City of Colton)
8.	Acquanetta Warren (Mayor, City of Fontana)	4.	John B. Roberts, Jr. (Council Member, City of Fontana)
9.	Darcy McNaboe (Mayor, City of Grand Terrace)	5.	Darcy McNaboe (Mayor, City of Grand Terrace)
10.	Rebekah Swanson (Council Member, City of Hesperia)		
	Larry McCallon (Mayor, City of Highland)	6.	Penny Lilburn (Mayor Pro Tem, City of Highland)
	Rhodes "Dusty" Rigsby (Mayor, City of Loma Linda)	7.	Ron Dailey (Council Member, City of Loma Linda)
13.	John Dutrey (Mayor, City of Montclair)	8.	John Dutrey (Mayor, City of Montclair)
14.	Edward Paget (Vice Mayor, City of Needles)		
15.	Alan Wapner (Mayor Pro Tem, City of Ontario)	9.	Alan Wapner (Mayor Pro Tem, City of Ontario)
16.	L. Dennis Michael (Mayor, City of Rancho Cucamonga)	10.	Sam Spagnalo (Council Member, City of Rancho Cucamonga)
17.	Toni Momberger (Council Member, City of Redlands)	11.	Paul Foster (Mayor, City of Redlands)
18.	Deborah Robertson (Mayor, City of Rialto)	12.	Deborah Robertson (Mayor, City of Rialto)
19.	John Valdivia (Mayor, City of San Bernardino)	13.	John Valdivia (Mayor, City of San Bernardino)
20.	Joel Klink (Mayor Pro Tem, City of Twentynine Palms)	-	
21.	Debbie Stone (Mayor, City of Upland)	14.	Debbie Stone (Mayor, City of Upland)
22.	Jim Cox (Council Member, City of Victorville)	-	
23.	David Avila (Mayor, City of Yucaipa)	15.	David Avila (Mayor, City of Yucaipa)
24.	Council Member, Town of Yucca Valley	-	
25.	Robert Lovingood (First District Supervisor, County of San Bernardino)	-	
26.	Janice Rutherford (Second District Supervisor, County of San Bernardino	16.	Janice Rutherford (Second District Supervisor, County of San Bernardino
27.	Dawn Rowe (Third District Supervisor, County of San Bernardino)	17.	Dawn Rowe (Third District Supervisor, County of San Bernardino)
28.	Curt Hagman (Fourth District Supervisor, County of San Bernardino)	18.	Curt Hagman (Fourth District Supervisor, County of San Bernardino)
29.	Josie Gonzales (Fifth District Supervisor, County of San Bernardino)	19.	Josie Gonzales (Fifth District Supervisor, County of San Bernardino)
30.	One nonvoting member appointed by the Governor	-	

Under SBCTA's enabling statute, alternate members of the SBCTA Board are only allowed for its city members if the regular member cannot attend a meeting, and the alternate is a Mayor or Council Member. Under Omnitrans' JPA, each city representative may have one alternate who must be a Mayor or City Council Member officially designated by the City Council, and each County Supervisor representative may have one alternate who must be a County Supervisor.

Though all 19 Omnitrans members could serve on SBCTA's Board, currently, 13 members of SBCTA's Board actually sit on Omnitrans' Board. Board meetings for both agencies are typically scheduled for the same day of the month (the first Wednesday).

SBCTA has committees that make recommendations to the Board. The Board has the authority to approve the budget, fees, or grants. Furthermore, since the Metro Valley Study Session committee is composed of the same membership as the Board, SBCTA has a policy that allows MVSS committee to approve certain items without additional Board approval. Some delegation of authority via Board items has been given to the Executive Director to sign subsequent grant agreements or annual fee increases for the right of use fees.

The SBCTA Board's six policy committees and two technical advisory committees are:

- 1 General Policy Committee (second Wednesday every month)
- 2 Transit Committee (second Thursday every month)

- 3 Mountain/Desert Policy Committee (second Firday every month)
- 4 Metro Valley Board Study Session (second Thursday every month)
- 5 I-10/I-15 Joint Subcommittee (second Thursday every month)
- 6 Legislative Policy Committee (on as needed basis)
- 7 City/County Manager Technical Advisory Committee (first Thursday every month)
- 8 Public and Specialized Transportation Advisory and Coordination Council

Issues related to transit and Omnitrans are generally discussed at the Transit Committee, which occurs on the second Thursday of the month. SBCTA's Transit Committee is currently structured to provide policy guidance and recommendations to the SBCTA Board of Directors with respect to commuter rail and transit service in San Bernardino County. The Metro Valley Board Study Session Committee provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Metro Valley region.

Omnitrans also has committees that make recommendations to the Board. Omnitrans' Board has the authority to set/change fares, approve the budget, approve service changes, and submit grants. Omnitrans staff present coordinated updates to their appropriate Committee and Board of Directors meetings. Omnitrans' Board has four standing committees that meet on different days:

- 1 Administrative and Finance Committee (second Thursday every month)
- 2 Plans and Programs Committee (third Wednesday every three months)
- 3 Operations and Safety Committee (third Wednesday every three months)
- 4 Executive Committee (first Friday)

Both agencies' Boards are supported by the Clerk of the Board staff and other resources. SBCTA employs ten staff to support Clerk of the Board functions as well as daily administrative functions. Of those ten staff, only two support Clerk of the Board functions full-time, and others support partially as administrative assistance for the department heads, work as a receptionist, or support the Procurement department. In addition, SBCTA utilizes Granicus and Accela software to manage Board meetings and functions. Omnitrans employs two staff to support its Clerk of the Board functions with no specific software to manage Board operations, currently. Furthermore, Omnitrans has eight administrative support staff reporting directly to the individual departments. It is typical practice for Omnitrans staff to attend the SBCTA Transit Committee and Board of Directors meetings and for SBCTA Transit Department staff to attend Omnitrans committees and Board meetings. Some agenda items presented to the Omnitrans committees, SBCTA Transit Committee, and the respective Board committees are duplicative in nature.

Today, there is a duplication of effort in SBCTA and Omnitrans Board membership, and staff and Board member time spent on preparing for, attending, and following up Committee and Board meetings. Under a potential complete consolidation, the Omnitrans committees and Board would be dissolved, and SBCTA's Board of Directors would continue to oversee Omnitrans' transit operations, as well as the operations of the other transit providers in the county. Decisions regarding the new SBCTA Transit Operations Department could be overseen by the Board's existing Transit Committee or Metro Valley Board Study Session Committee or a newly-created committee (e.g., a Transit Operations Committee) under a revised SBCTA committee structure. A newly-created Transit Operations Committee may be most beneficial given the volume of Board business currently handled by the existing Omnitrans committees, such as contract awards, grant requests, and performance reviews. If so, the existing SBCTA Transit Committee could be re-named the Rail Committee and focus on Metrolink and Arrow service.

Time and cost savings would be realized to the extent that both Boards and Committees currently meet to discuss Omnitrans-related issues. The primary efficiency would be streamlined discussions and decisions. Savings may occur from meeting stipend and time savings of the 13 members who currently sit on both Boards since they will only be required to participate in one set of meetings. Savings may also come from duplicative Clerk of the Board staff and the resources used to support their functions. Potential savings will be explored in the Detailed Analysis of Financial Impacts chapter. The software SBCTA uses to support its Board management would likely continue to be utilized, freeing Omnitrans from having to procure such software.

Legal and contractual impacts to consolidating the two Boards include the dissolution of the JPA establishing Omnitrans. However, no change to SBCTA's enabling statute would be needed because the County Supervisors and cities that comprise Omnitrans' Board are represented on the SBCTA Board. However, the statute would need to change to add duties and powers to the consolidated agency's Board that covers the Omnitrans Board's authority to establish fares, set and change bus services and routes, and approve FTA funds and expenditure of such funds.

One benefit of a consolidated Board/Committee structure that cannot be quantified is improved efficiency and effectiveness in decision-making. Interviews with former LA Metro staff involved in the consolidation of the Los Angeles County Transportation Commission and Southern California Rapid Transit District into LA Metro described how one of the greatest benefits of merging the agencies was a more efficient decision-making process.by the Board of Directors. Having one Board of Directors decide on all matters currently within Omnitrans' jurisdiction may provide more consistency and a regional focus regarding transit policy decisions of the Board in San Bernardino County.

**Table 16. Board of Directors/Committees Evaluation Matrix** 

Functional Area	Areas of Impact
Board of Directors/Committees	Financial  ✓ Time, Board stipend savings, and legal consultant savings from consolidation into one Board and consideration of transit operations
	issues and decisions at existing or newly-established committees, which will need to add new business items currently handled by Omnitrans Committees/Board
	Organizational
	✓ Efficiencies in decision-making due to the existence of a single decision-making body
	Legal/Contractual
	<ul> <li>✓ The consolidated agency would be governed by a single Board of Directors, which will require the dissolution of the Omnitrans JPA</li> <li>✓ No change to the statute providing for SBCTA's Board membership is needed because the Supervisors and cities that comprise</li> </ul>
	Omnitrans' Board are represented on the SBCTA Board.  ✓ Changes to SBCTA's enabling statute should be made to expressly expand the scope of the Board's authority to include delivery and oversight of transit operations

## 4 LEGAL FORMATION OF THE CONSOLIDATED AGENCY

#### FORMATION OF EXISTING AGENCIES

San Bernardino Associated Governments was created in 1973 as a council of governments responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide, and over time was statutorily designated to serve in additional capacities. SBCTA was established in its current structure in 2016 through SB 1305, the SBCTA Consolidation Act of 2017 (Morell), to consolidate those additional functions into a single entity:

- County Transportation Commission (CTC) Allocates and programs State and Federal funds for regional
  transportation projects throughout the county, and conducts regional planning for all transportation modes in San
  Bernardino County.
- Service Authority for Freeway Emergencies Manages the system of call boxes on major highways throughout the county
- County Transportation Authority (CTA) Administers Measure I, the voter-approved half-cent transportation sales
  tax and provides major transportation improvements within the county
- Congestion Management Agency Implements the plan for addressing congestion and air quality related to transportation facilities throughout the county

SB 1305 gave SBCTA authority to "exercise all rights and powers, expressed or implied ... and rely on any immunities or exemptions provided by law to a county transportation commission, a local transportation authority, a service authority for freeway emergencies, or a local congestion management agency" (CA Pub. Util. Code § 130809). The bill passed through both houses and was signed by the Governor in August 2016, becoming effective on January 1, 2017. <sup>10</sup> San Bernardino Associated Governments continues as a Joint Powers Authority (JPA) functioning as a Council of Governments (SBCOG).

Omnitrans was established under a Joint Powers Agreement (JPA) among its member agencies on March 8, 1976 pursuant to the state's <u>Joint Exercise of Powers Act</u>. The agreement has been amended and restated as late as July 1, 2016. Legally, a JPA is established when two or more public agencies by agreement jointly exercise any power common to the contracting agencies. It is not necessary that each member agency has the authority to exercise the common powers in the geographical area in which the authority will jointly exercise such powers.

In 2019, AB 1457 (Reyes) was introduced to establish Omnitrans as a transit district under state law, but was not enacted. A transit district is a legal entity under state statute with authority to, among other things, administer its own voter-approved transportation revenue (tax) measure for its own major transportation improvements. The Omnitrans JPA provides the agency taxing authority, which would not have changed had AB 1457 passed.

#### CONSIDERATIONS FOR ESTABLISHING A CONSOLIDATED AGENCY

The following discussion outlines the topics and actions identified by the consultant to establish a consolidated agency. This discussion is not a legal opinion, including legislative changes that might be needed. Should the Boards vote to consolidate, they should engage legal counsel to validate and provide direction on the specific actions required.

SBCTA would not be able to undertake transit operations without enabling legislation. To effectuate complete consolidation, several legislative and contractual actions would need to take place. If Omnitrans were to be integrated into SBCTA as a new Transit Operations Department, it would first need to be dissolved as a legal entity. The Omnitrans JPA can only be terminated by mutual agreement of all the JPA members/signatories. Section 16 of the Omnitrans JPA provides that the agreement may be "terminated, assigned, or transferred in whole or in part," in which case all of its assets must be distributed to the parties of the JPA. Omnitrans could also be dissolved "for purposes of changing its governance structure," in which case all of its assets and liabilities will transfer to the successor agency. Complete consolidation would, arguably, be a change

<sup>&</sup>lt;sup>10</sup> SBCTA was formerly known as the San Bernardino Associated Governments (SANBAG), which continues as a Joint Powers Authority functioning as a Council of Governments (SBCOG).

in the governance structure. Thus, no distribution of assets to the JPA members would need to occur, but simply be transferred from Omnitrans to SBCTA.

As a CTC, SBCTA is required under law to "coordinate the operation of all public transportation services within the county so as to achieve efficient operation thereof," "resolve all jurisdictional disputes between public transit operators" and "designate the operator of any approved transit guideway system" Bus transit operations are not expressly within the scope of powers for a CTC, local transportation authority, service authority for freeway emergencies, and local congestion management agency. SBCTA could not take on Omnitrans transit operations under its current authority to "construct, acquire, develop, jointly develop, maintain, operate, lease, and dispose of work, property, rights-of-way, and facilities" "enter into and perform all necessary contracts" and "fix and collect fees for any services rendered by it" 5.

Legislation was required for the consolidated LA Metro and OCTA to undertake transit operations partly because the predecessor transit providers, SCRTD and OCTD, were established as transit districts through the law decades before the consolidations. The laws governing SCRTD and OCTD had to be changed to transfer their duties and responsibilities to LA Metro and OCTA, respectively. Omnitrans, on the other hand, is not statutorily-established. It is not a transit district, despite AB 1457, nor is it a transit development board, or other statutorily-established transportation entity (e.g., CTC or CTA). However, the law still needs to change in order for SBCTA to take on Omnitrans duties and responsibilities as a transit operator because the authority to operate bus transit are not expressed within the CTC scope of powers.

In addition to the legal basis mentioned above for legislation, there are policy benefits to SBCTA undertaking transit operations through legislation. Enactment of state enabling legislation would provide a means of gathering the required approvals of the Governor and regional transit agencies for SBCTA to receive direct recipient status for FTA funding, by providing evidence to the FTA that SBCTA is a state-created entity designated to receive direct FTA funding formerly apportioned to Omnitrans. Legislation would also provide an opportunity to codify important policy decisions regarding the funding and governance relationship between SBCTA and the county's other transit providers. Amending the current SBCTA statute would also provide documented evidence of Omnitrans' dissolution due to a change in governance structure, which would provide a valid defense to any claim by Omnitrans' JPA members that they are entitled to a distribution of Omnitrans' assets. The statutory change would not trigger the distribution of assets to the JPA members but simply allow the transfer of such assets from Omnitrans to SBCTA. Enacting legislation to expand SBCTA's statutory authority would also codify policy decisions related to such issues as Board structure, retirement systems, and collective bargaining.

Just as LA Metro initiated consolidation prior to the enactment of its authorizing statute, SBCTA and Omnitrans could transition into a merged organization by agreement of the two agencies. LA Metro was created by AB 152, the Los Angeles County Metropolitan Transportation Authority Reform act of 1992 (Stats. 1992, Ch. 60, Sec. 4. Effective January 1, 1993), which was signed into law by Governor Pete Wilson on May 19, 1992 and became effective on February 1, 1993 with the predecessor agencies being dissolved effective April 1, 1993. AB 152 was partially required because both predecessor agencies were statutorily-established. AB 152 was needed to modify sections of the CA Public Utilities Code relevant to the CTC. However, it left the Transit District law untouched, along with the powers and authorities granted to both the SCRTD and LACTC in their original legislation, which was transferred over to LA Metro.

AB 152's provisions were informed by decisions and actions made by LA Metro after it had been consolidated. During the transition, committees composed of members of the two predecessor agencies and an interim Board engaged in strategic planning and decision-making that were folded into AB 152. In the same way, SBCTA and Omnitrans could be functionally consolidated prior to the enactment of enabling legislation. It should be noted, however, that the former LA Metro staff interviewed for this study recommended strategic planning for consolidation before it actually occurs and an interim Board and staff from both agencies to work together in a transition period preceding consolidation to formulate legislation that would incorporate Omnitrans' transit operations responsibilities into SBCTA.

Expansion of SBCTA's powers under a complete consolidation to expressly allow for bus transit operations could parallel AB 152 and other legislation enacted following it (codified as CA Pub. Util. Code §§ 130050.2 - 130051.24), which established LA Metro as a transit operator, as well as the CTC for Los Angeles County. The new legislation could also replicate the Orange County Transportation Authority's enabling statutes in CA Pub. Util. Code §§ 130052.2 -130052.3. As Table 17 shows, LA Metro's authorizing statute is more comprehensive than OCTA's, as well as SBCTA's. Certain LA

<sup>&</sup>lt;sup>11</sup> CA Pub. Util. Code § 130250

<sup>&</sup>lt;sup>12</sup> CA Pub. Util. Code § 130254

<sup>&</sup>lt;sup>13</sup> CA Pub. Util. Code § 130809(b)(6)

<sup>&</sup>lt;sup>14</sup> CA Pub. Util. Code § 130809(b)(8)

<sup>&</sup>lt;sup>15</sup> CA Pub. Util. Code § 130809(b)(9)

Metro and OCTA statutory provisions may be useful in executing the complete consolidation of Omnitrans and SBCTA. Of note are provisions that would:

- Amend § 130806 to establish SBCTA as the successor to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of Omnitrans
- Require the predecessor agencies to conduct quarterly joint regular interim Board meetings to discuss major fiscal and policy items for the consolidated agency (similar to § 130051.7)
- Provide SBCTA discretion to determine its organizational structure, but require a transit operations unit and allow SBCTA to make adjustments to bus routes and services (similar to § 130051.11)
- Transfer collective bargaining obligations of Omnitrans to SBCTA (similar to § 130051.11)
- Amend § 130809 to expand Board powers to include approving labor contracts, establishing organizational structure, setting fare policy, and approving certain transit equipment purchases (similar to § 130051.12)
- Require the predecessor agencies to develop a comprehensive plan for consolidation to be approved by a certain date (similar to § 130052.3)

Table 17. Enabling Statutes for LA Metro, OCTA, and MTDB/MTS Compared to SBCTA's Statute

CA Pub. Util. Code	Description	Effective Date	Similar Statute for SBCTA
§ 130050.2	Establishes LA Metro as the single successor agency to SCRTD and LACTC	Jan. 1, 1993	§ 130806 establishes SBCTA as the successor to the SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG
§ 130051	Defines Board membership, method of appointment, and term of service. Abolishes alternate members	Jan. 1, 1998	§ 130815 defines Board membership. Allows for alternate members
§ 130051.1	Allows the Board member appointed by the LA Mayor who is not a Council Member to serve for a period without Council approval	Sept. 2, 1992	None
§ 130051.5	Requires all Board members to be subject to the state conflict-of-interest standard	Jan. 1, 1998	None
§ 130051.6	Describes Board member term duration and limits	Jan. 1, 1993	None
§ 130051.7	Requires the predecessor agencies to conduct quarterly joint regular interim Board meetings to discuss major fiscal and policy items. Prohibits alternates from attending the joint meetings in place of the LA County Board of Supervisors and LA Mayor.	Sept. 2, 1992	None
§ 130051.9	Describes CEO appointment, term, and limits on removal. Requires appointment of General Counsel and Board Secretary	Jan. 1, 1998	None
§ 130051.10	Requires Board appointment by Feb. 1, 1993. Allows the Board to exercise powers of both predecessor agencies between Feb. 1, 1993 to April 1, 1993	Jan. 1, 1993	None
§ 130051.11	Provides LA Metro discretion to determine its organizational structure, but requires transit construction, transit operations, and transportation planning and programming units. Allows LA Metro to make adjustments to bus routes and services. Transfers collective bargaining obligations of SCRTD to LA Metro. Delegates from the Board to the CEO or a LA Metro unit certain duties and powers	Jan. 1, 2010	None

CA Pub. Util. Code	Description	Effective Date	Similar Statute for SBCTA
Couc	(eminent domain, contract approval, bid protest hearings). Establishes a citizens' advisory council.	Date	
§ 130051.12	Provides for Board duties and responsibilities, including establishing goods and people movement goals and objectives, adoption of budgets, approving rail corridor selections, approving labor contracts, establishing organizational structure, setting fare policy, approving transportation zones, approving bonds and other debt, approving benefit assessment districts and assessment rates, and approving certain transit equipment purchases. Requires LA Metro to work with other municipal operators in the County to complete a security assessment every five years	Jan. 1, 2003	§ 130809 provides the general powers of SBCTA and its Board, including adoption of budgets, acquisition of property, appoint necessary employees, entering into JPAs, issuing bonds, advancing funds in anticipation of future funding, loan funds, and other powers and duties needed or desired to carry out the purposes of a CTC, CTA, service authority for freeway emergencies, and local congestion management agency
§ 130051.13	Abolishes the SCRTD and LACTC and transfers their powers, duties, rights, obligations, and liabilities to LA Metro	Jan. 1, 1993	§ 130806 establishes SBCTA as the successor to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG
§ 130051.14	Expressly provides for statutory references to SCRTD and LACTC to refer to LA Metro	Jan. 1, 1993	None
§ 130051.15	Transfers rights and obligations of SCRTD and LACTC contracts, property, and Full Funding Grant Agreements to LA Metro. Prohibits LA Metro from renewing or extending until April 1, 1993 employment contracts that SCRTD or LACTC made before Jan. 1, 1993	Jan. 1, 1993	§ 130806 establishes SBCTA as the successor to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG
§ 130051.16	Transfers duties, obligations, and liabilities of SCRTD related to collective bargaining agreements and labor obligations required by law to LA Metro	Jan. 1, 1993	None
§ 130051.17	Requires LA Metro to adopt an ordinance regulating the acceptance of gifts	Jan. 1, 1998	None
§ 130051.18	Requires LA Metro to adopt an ordinance regulating lobbying, including lobbyist registration and reporting	Jan. 1, 1999	None
§ 130051.19	Requires LA Metro to establish an affirmative action plan for management positions, a DBE program, and a Transportation Business Advisory Council	Jan. 1, 1993	None
§ 130051.20	Prohibits gifts over \$10 from businesses seeking contracts with LA Metro Board members, employees, and families of Board members and employees	Jan. 1, 1998	None
§ 130051.21	Requires LACTC and SCRTD to undertake an independent fiscal audit for July 1, 1992 to March 30, 1993 to determine the financial condition of the agencies. Requires LA Metro to conduct independent fiscal audits annually	Sept. 2, 1992	None

CA Pub. Util. Code	Description	Effective Date	Similar Statute for SBCTA
§ 130051.22	Requires LA Metro to establish a prequalification program for contract bidders	Jan. 1, 2013	None
§ 130051.23	Allows for sale, destruction, or other disposition of documents	Sept. 30, 1994	None
§ 130051.24	Describes collective bargaining units and the authority to approve labor contracts. Describes the process for maintaining and changing retirement systems and health benefits under collective bargaining	Jan. 1, 2001	§ 130824 transfers the membership of SANBAG employees in the SBCERA retirement system to the same personnel as SBCTA employees as if the employees remained members of the retirement system without any break in service or change of employer
§ 130051.25	Requires construction firms under contract with LA Metro to provide monthly reports of recordable injuries	Jan. 1, 1998	None
§ 130051.28	Requires LA Metro to appoint an inspector general. Defines their term of service, removal, and reporting requirements	Jan. 1, 1998	None
§ 130052	Establishes OCTA as successor to the OCTC. Defines Board membership and terms of service. No alternate members included.	Jan. 1, 2005	§ 130806 establishes SBCTA as the successor to the SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG. § 130815 defines Board membership and allows for alternate members
§ 130052.1	Establishes the OCTA Board as the governing body of the Orange County Service Authority for Freeway Emergencies	Dec. 1, 1991	§ 130806 establishes SBCTA as the successor to the service authority for freeway emergencies and § 130815 defines Board membership
§ 130052.2	Defines annual funding allocation for municipal transit operators	Dec. 1, 1991	None
§ 130052.3	Requires OCTA's four predecessor agencies (OCTC, the Orange County Transit District, the Orange County Service Authority for Freeway Emergencies, and the Orange County Consolidated Transportation Services Agency) to develop a comprehensive plan for consolidation to be approved by Dec. 1, 1991	1990	None
§ 130010	Applies provisions regarding employer- employee relations, employee benefits, and conditions of employment for OCTD to OCTA	1991	None
§ 40060	Establishes the OCTA Board as the Board for the Orange County Transit District, effectively transferring OCTD's transit operations responsibilities to OCTA	1991	None
§ 40095	Provides the OCTA Board authority to appoint and determine the salary for the OCTD general manager	1991	None
§ 40120	Establishes the right of OCTD employees to enter into collective bargaining	2012	None
§ 40130	Covers OCTD employees under the Orange County Employees Retirement System	1965	§ 130824 transfers the membership of SANBAG employees in the SBCERA retirement system to the same personnel as SBCTA employees as if the employees

CA Pub. Util. Code	Description	Effective Date	Similar Statute for SBCTA
Couc		Date	remained members of the retirement system without any break in service or change of employer
§ 40500	Allows for dissolution of OCTD by election of voters of the district	1965	None
§ 40600	Allows for OCTD to consolidate with SCRTD	1965	None
§ 120050	Establishes the MTDB to be known as the "San Diego Metropolitan Transit System" as a rapid transit district and public agency	Jan. 1, 2020	§ 130806 establishes SBCTA as the successor to the SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG.
§§ 120050.2 - 120051	Defines membership of the MTDB Board of Directors	Jan. 1, 2018 and Jan. 1, 2004	§ 130815 defines Board membership
§ 120051.6	Defines alternate membership for the MTDB Board	Jan. 1, 2018	§ 130815 defines alternate membership for the SBCTA Board
§ 120054	Defines the geographic area of the MTDB	Jan. 1, 2004	None
§§ 120100 - 120109	Provides rules, duties, and procedures for the MTDB Board	1975 – 2005	None
§§ 120200 - 120488	Defines the powers of the MTDB, including making and entering into contracts (Article 2), acquiring and disposing property (Article 3), acquire, construct, maintain, and operate transit facilities and services (Article 4), coordinating with SANDAG on planning in MTDB's service area (Article 5), receiving FTA funds from SANDAG, the designated FTA direct recipient (Article 6), imposing penalties for violations (Article 8), investing surplus funds (Article 9), coordinating with transit operators within its service area and resolving disputes amongst them (Article 10), and imposing a sales and use tax measure to generate revenues (Article 11)	1975 – 2020	§ 130809 provides the general powers of SBCTA and its Board  § 130818 transfers the rights, obligations, assets, and liabilities of predecessor agencies  § 130821 provides the taxing authority of local transportation authorities to SBCTA
§§ 120500 – 120550	Defines the collective bargaining rights of employees, resolution of labor disputes, adoption and application of collective bargaining agreements, and enrollment of collectively bargained employees in CalPERS or another retirement system (Article 1). Provides for the rights of employees of corporate or utility facilities that are acquired by MTDB (Article 2). Applies the federal prevailing wage law to MTDB transit facilities and establishes a MTDB police force (Article 3)	1978 – 2010	§ 130824 transfers the membership of SANBAG employees in the SBCERA retirement system to the same personnel as SBCTA employees as if the employees remained members of the retirement system without any break in service or change of employer  § 130827 provides SBCTA the authority to provide the services of its employees to SANBAG
§§ 120630 – 120702	Authorizes MTDB to issue bonds (Article 1), acquire transit equipment by executing agreements, leases, and equipment trust certificates (Article 2), and borrow money (Article 4).	1983 – 2005	§ 130812 authorizes SBCTA to take action to determine the validity of debts and contracts

CA Pub. Util. Code	Description	Effective Date	Similar Statute for SBCTA
§ 120050	Establishes the MTDB to be known as the "San Diego Metropolitan Transit System" as a rapid transit district and public agency	Jan. 1, 2020	§ 130806 establishes SBCTA as the successor to the SBCTC, the local transportation authority, service authority for freeway emergencies, local congestion management agency, and SANBAG.
§§ 120050.2 - 120051	Defines membership of the MTDB Board of Directors	Jan. 1, 2018 and Jan. 1, 2004	§ 130815 defines Board membership
§ 120051.6	Defines alternate membership for the MTDB Board	Jan. 1, 2018	§ 130815 defines alternate membership for the SBCTA Board
§ 120054	Defines the geographic area of the MTDB	Jan. 1, 2004	None
§§ 120100 - 120109	Provides rules, duties, and procedures for the MTDB Board	1975 – 2005	None
§§ 120200 - 120488	Defines the powers of the MTDB, including making and entering into contracts (Article 2), acquiring and disposing property (Article 3), acquire, construct, maintain, and operate transit facilities and services (Article 4), coordinating with SANDAG on planning in MTDB's service area (Article 5), receiving FTA funds from SANDAG, the designated FTA direct recipient (Article 6), imposing penalties for violations (Article 8), investing surplus funds (Article 9), coordinating with transit operators within its service area and resolving disputes amongst them (Article 10), and imposing a sales and use tax measure to generate revenues (Article 11)	1975 – 2020	§ 130809 provides the general powers of SBCTA and its Board  § 130818 transfers the rights, obligations, assets, and liabilities of predecessor agencies  § 130821 provides the taxing authority of local transportation authorities to SBCTA
§§ 120500 — 120550	Defines the collective bargaining rights of employees, resolution of labor disputes, adoption and application of collective bargaining agreements, and enrollment of collectively bargained employees in CalPERS or another retirement system (Article 1). Provides for the rights of employees of corporate or utility facilities that are acquired by MTDB (Article 2). Applies the federal prevailing wage law to MTDB transit facilities and establishes a MTDB police force (Article 3)	1978 – 2010	§ 130824 transfers the membership of SANBAG employees in the SBCERA retirement system to the same personnel as SBCTA employees as if the employees remained members of the retirement system without any break in service or change of employer  § 130827 provides SBCTA the authority to provide the services of its employees to SANBAG
§§ 120630 – 120702	Authorizes MTDB to issue bonds (Article 1), acquire transit equipment by executing agreements, leases, and equipment trust certificates (Article 2), and borrow money (Article 4).	1983 – 2005	§ 130812 authorizes SBCTA to take action to determine the validity of debts and contracts

## 5 SUMMARY OF FINDINGS

This section summarizes the evaluation of the functional areas in a potential complete consolidation and provided recommendations for further analysis.

#### 5.1 CASE STUDY LESSONS

In Section 2.4 Key Findings from the Review of Peer Agency Coordination, the primary drivers for consolidation by the case studies included several duplicated services or activities. By contrast, the potential SBCTA – Omnitrans consolidation analyzed in this study, appears to have its primary motivation in funding or financial pressures, and potentially in a desire for planning and decision making to be conducted in a more centralized manner by a single Board with a county-wide, multi-modal focus. Since there is relatively little duplication of services or activities of the two agencies, the magnitude of potential savings is going to be less significant and will focus principally on administrative efficiencies.

#### 5.2 AREAS OF FINANCIAL IMPACTS

A comparison of functional areas between SBCTA and Omnitrans, in an analysis of financial impacts under a potential complete consolidation, yielded few relative areas of financial impact, summarized in Table 18. These functional areas will be further analyzed and discussed in the Detailed Analysis of Financial Impacts chapter.

**Table 18: Functional Areas of Financial Impact** 



Significant Effort
Some Effort

It is worth noting, as is reinforced by the case studies, this potential complete consolidation by SBCTA and Omnitrans lacks the redundancy and duplication that would produce significant cost savings due to labor force reductions. The opportunities for expenditure reductions to address the funding/financial pressures factor are independent of a complete consolidation, and nothing is preventing Omnitrans from directly addressing these issues internally through service and staffing reductions and restructuring (an effort Omnitrans is already undertaking through ConnectForward and in response to COVID-19), with or without consolidation. However, some of the savings related to duplicate administrative positions could not be accomplished without a consolidation.

#### 5.3 AREAS OF ORGANIZATIONAL IMPACTS

A comparison of functional areas between SBCTA and Omnitrans, in an analysis of organizational impacts under a potential complete consolidation, yielded few relative areas of impact, as summarized in Table 19.

**Table 19: Functional Areas of Organizational Impact** 



Significant Effort
Some Effort

As indicated in Section 3's discussion areas, most of the organizational impacts due to a potential complete consolidation can be attributed to two primary factors:

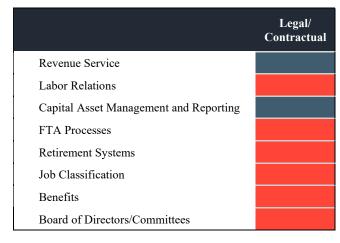
- 1 The long-term opportunities to standardize functions, provide career path options, and support vacancies and extended absences.
- 2 Changes in employee compensation (pay and benefits) can cause unease, rumors, and productivity decline in the announcement and implementation of the change.

These organizational impacts could be somewhat mitigated with support from a strong champion and strong change management practices.

### 5.4 AREAS OF LEGAL/CONTRACTUAL IMPACTS

A comparison of functional areas between SBCTA and Omnitrans, in an analysis of legal/contractual impacts under a potential complete consolidation, yielded few relative areas of impact, as summarized in Table 20.

Table 20: Functional Areas of Legal/Contractual Impact



Legend
Significant Effort
Some Effort

Most of the legal and contractual impacts are short-term, in that they specifically relate to the effort and attention required to consolidate. These areas will need detailed attention by legal and political resources to ensure continued compliance with FTA regulations and state law during the transition and early days of a consolidated agency. In a potential complete consolidation, careful planning to address these steps will be critical to success, and crucial to not interrupt the ability to provide transit service and deliver a capital program.

## 5.5 STREAMLINING OPPORTUNITIES WITHOUT CONSOLIDATION

Some of the opportunities identified in this report could also be undertaken without a complete consolidation. The degree of success of these opportunities is most dependent on the willingness of the agencies to individually address the financial/funding pressures through making difficult decisions in service and staffing levels to equilibrate on-going agency costs with foreseeable revenue streams. The follow-on portion of this study, the Innovative Transit Review, will be one of the efforts to evaluate Omnitrans service in light of current demand levels and potentially better match service with demand.

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- WSP USA. 2020c. Peer Agency Interviews on Consolidation Issues: Orange County Transportation Authority.
   Interviewed Staff: Stan Oftelie, former Chief Executive Officer, OCTA; former Executive Director, Orange County Transportation Commission. Questionnaire completion date: March 25, 2020.
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   Interviewed Staff: Will Kempton, former Chief Executive Officer, Orange County Transportation Authority. Interview date: March 16, 2020.



## FORMER AGENCY STAFF INTERVIEWS

#### **LA Metro**

Linda Bohlinger, held various senior positions leading to Chief Executive Officer, Metro (1990 - 1998); Director of Capital Planning, LACTC (1979 – 1985) Claudette Moody, former Director of Governmental Relations, LACTC (1985 – 1997)

#### **Orange County Transportation Authority**

Will Kempton, former Chief Executive Officer, OCTA (2009 – 2013)
Tom Jenkins, held various senior positions at OCTD and OCTC (1974 – 1983)
Stan Oftelie, former Executive Director, OCTC (1983 – 1991); former Chief Executive Officer, OCTA (1991 – 1997)

#### **Metropolitan Transit Development Board**

Tom Larwin, General Manager, MTDB (1976 – 2003) Dave Schumacher, Director of Planning, MTDB (1983 - 2004)



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#### **Questions for Peer Agency Interviews on Consolidation Issues**

Agency Name: Los Angeles County Metropolitan Transportation Authority (LACMTA)

Contacts Interviewed: Linda Bohlinger, Former CEO, Metro; and Claudette Moody, Former Director of LACTC Government Relations

Date: February 19, 2020

According to our previous study, the former SCRTD and LACTC merged on April 1, 1993, to create the Los
Angeles County Metropolitan Transportation Authority. What acts or events precipitated this merger? There
had been state legislation creating LACTC in 1976 but our 2015 study did not identify any subsequent legislation
or action that led to the merger.

A lot of things contributed to the consolidation. From 1987 – 1992, 35 bills were in legislature. In 1991, Tom Bradley said, STOP, we will deal with this ourselves. One of the bills would allow that to happen, which led to AB 152, Katz, 1992. It took effect April 1, 1993. Consolidation Causes: two different agencies building rail, SCRTD and LACTC. People started saying it was confusing to have two agencies building rail, so rail component came over to LACTC prior to AB 152. Somewhat voluntary. Could not coordinate rail projects with two agencies doing rail construction.

There were also budget problems at RTD, funding shortfalls preceded the consolidation (\$60M RTD shortfall in 1990).

After decision was made to consolidate, committee formed with staff from the 2 different agencies – they folded their work into AB 152.

Consolidation was precipitated with building of Metro Rail. LACTC had the authority to construct. Katz was frustrated with too many agencies doing transportation. Wanted an umbrella agency in LA County. Also recognized Tom Bradley's vision of a tax measure to build rail. At that time, it became obvious that there had to be one board (not 2) to govern.

LA Times articles also had an impact, publicized every little issue. Some Board member overlap but not completely. Some infighting between the agencies.

When the RTD Board members realized rail was going to be pre-eminent, a bus riders union was formed by local activists to protect bus service. That led to a lawsuit to prevent Metro from changing bus routes and funding. The settlement of the lawsuit set up a Master judge who mediated between Metro and the bus riders union on matters of bus funding. After several years, the Master Judge ruled that Metro had met the requirements and Metro was free to set bus policy and funding after that.

In 1990, Prop C passed. This was the second half cent sales tax for LACTC. Blue Line opened at this time. FTA also would only give a FFGA to an agency that could both build and operate a rail line. Prop A passed around 1980, was the first half-cent sales tax.

Right after all this, the recession of 1991-1992 occurred. It was Tom Bradley saying STOP that got things moving, led to AB 152. Subsequent legislation passed to clean up the language, saying the Board could not fire the CEO until after first four years. This was due to a lot of turnover of CEOs.

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?



- b. Financial/funding challenges?
- c. Conflicts over funding?
- d. Conflicts over cost control or management approach?
- e. Overlapping Boards/Board membership?
- f. Other?

There was a bill ahead of AB 152 that laid the groundwork for AB 152. After AB 152, Claudette believes there was an interim board arrangement. Linda worked on the organizational structure of the administrative side. Required many decisions on who would lead what department, who would support, in new structure. There had been a lot of duplicate positions between the two agencies. It was a contentious negotiation between the two agencies. Bus operator culture at RTD, admin/policy/engineering types at LACTC.

LACTC legacy staff keeping their PERS and no SSI was a major issue. Put it to a vote of the RTD union, they voted not to join PERS. RTD had their own retirement system. A separate legal entity was created for new Metro benefits. Transportation Service Corporation created to house all the benefits of the new Metro employees. RTD employees stayed with their own retirement system.

New organization had to eliminate 250 staff due to duplication. At first, this was done requesting retirement or resignation with 6 months' severance. A lot of people took that. The second time an additional 250 staff were eliminated but it was performance based, also done with a severance package.

Metro did a strategic planning exercise with representatives of all departments to develop common strategies and goals. Metro hired an outside consultant, William Ochi from UCLA, to lead this effort. Linda recommends that the strategic planning effort needs to occur in the first year of the new organization.

Still a lot of hanging together of RTD employees with their own and with LACTC with their own, to this day.

Early on, there was a lot of bad blood between the new Metro CEO and the LA Mayor. And between other levels between the two organizations.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements
  - b. FTA funds recipient status
  - c. Special state legislation? (That seems to have been required in both the LA and San Diego examples.)
  - d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity?
  - e. Differing retirement programs or benefit programs?
  - f. Other?

After AB 152, which took effect April 1, 1993, an interim board was established and Alan Pegg (RTD) and Neil Peterson (LACTC) were told to work it out. Linda was tasked with devising the new, combined organizational structure.

Both agencies were direct FTA fund recipients. But had to re-certify all the certifications for the new entity. What helped was that Metro was a state-created agency. No act of the governor was needed – the duties were assigned to the new entity. SBCTA-Omni would have to be done by statute. New

entity has to be created by the state to be the recipient. SBCTA would need new designation. All the formula funds have to be re-assigned to SBCTA.

Labor – huge issue. Benefits and salaries – fear that rail would take all the money and unions wouldn't be able to negotiate decent wages. They and a key Board Member brought a lawsuit that resulted in a settlement that required Metro to have a master judge oversee bus funding to make sure things were fair between bus and rail. No bus service could be cut for several years. Made changes in the bus service very difficult.

Getting some things settled before the merger would help avoid some of these problems. Doing the strategic planning in advance would help. Metro followed up their strategic planning effort with a 30-year strategic funding plan, which laid out funding for both rail and bus and highways. Do scenario building on how the new organization would look, who the head of transit will report to (preferably the SBCTA CEO).

With Omni service under SBCTA, SBCTA would need to show a balanced financial plan for <u>all modes</u>, including former Omnitrans bus service, to get federal funding grants. This is not currently explicitly a requirement because the organizations are separate.

4. Were there any administrative savings from the consolidation? In what areas?

Consolidation was sold as a cost savings and efficiency measure. Some staff reductions probably saved some money. But then the recession hit so everything was reduced in funding. Less rail lines. Hard to prove it is cheaper, but it is more efficient on decision making.

5.	Were there any other areas of savings besides administrative areas?		

6. How was the handling of the funds-distribution function as a CTC separated from the transit operator function, to avoid any conflicts of interest and/or perceptions of unfairness by the other transit operators in the county?

Municipal operators in LA County (20 agencies) – what gets doled out to Metro vs. Munis. Looked to the sales tax measures assigning specific percentages by agency. Call for projects process very organized and transparent to protect non-Metro agencies. Munis formed their own coalition against Metro taking too much money for rail and bus operations. Metro then created a Muni committee to offer advice on distribution of funds. Formulae for FTA funds and locally generated funding. Discretionary state and federal funds are competed. TDA – it is in law what the formula is. Prop A, C, R and M all had been divided by their respective ballot measures. The rail, operations and highway %'s are discretionary to Metro. The Local Return %'s are distributed to each city by formula. If not, talk with Metro.

All this needs to be worked out ahead of time. Should be set in concrete, including how any new sources of funding would be divided up. Working committee of the SBCTA and Omni finance



managers. Funding grants all have to be changed if a new entity is formed The new entity has to be listed as the grantee and all of the state and federal certifications have to be re-done with the new entity.

7.	. Were any overarching business goals or values established as part of the impetus for consolidation?			

8. Are there any other factors the study team should be aware of regarding the LACMTA merger?

Matt Barrett, main librarian at Metro, has file records of Claudette and Linda from this era, if we need further information.

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#### **Questions for Peer Agency Interviews on Consolidation Issues**

Agency Name: Orange County Transportation Authority

Contact Interviewed and Title at Time of Consolidation: Will Kempton, (714) 272-5270

Will was not the CEO at OCTA at the time of the consolidation. Was CEO from 2009 to 2013. He recommended I ask Tom Jenkins or Stan Oftelie. Tom used to be with OCTC.

Greg Winterbottom is still a public rep on the Board. Call OCTA – Liz Wade Executive Assistant to the CEO, Darrell Johnson, to get the contact info.

Date: 3-16-20

1. According to our information, in 1991, OCTA was created under state law, combining the seven separate Orange County agencies that managed transportation planning. What acts or events precipitated this merger? Any details on dates, causal factors, legislative efforts, etc., would be much appreciated.

There was legislation that did the consolidation. OC is a unique political area. Ask the other contacts for reasons why this occurred.

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?
  - b. Financial/funding challenges?
  - c. Conflicts over funding?
  - d. Conflicts over cost control or management approach?
  - e. Overlapping Boards/Board membership?
  - f. Other?

There were financial issues that helped lead to the consolidation. Ask the other contacts.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements
  - b. FTA funds recipient status
  - c. Special state legislation?
  - d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity?
  - e. Differing retirement programs or benefit programs?
  - f. Other?

Will was CEO in 2009 - 2013. Under him was a Transit Director for the transit program. Will thought it worked effectively. OCTC at the time of the consolidation became OCTA. Orange County had its own retirement system. All of the former agencies combined under OCTA stayed under Orange County Retirement System. They had reciprocity with their other retirement systems.

4. Were there any administrative savings from the consolidation? In what areas?

Does not have any information on this. Data to support that should be out there, Will thought.

5.	Were there any other areas of savings besides administrative areas?	
6.	How was the handling of the funds-distribution function as a County Transportation Commission separated	I from
	the transit operator function, to avoid any conflicts of interest and/or perceptions of unfairness by other transportations of unfairness by other transportations in the county?	
	OCTA had a quasi-separate entity to handle the CTC functions. OCTA does the work but the separate entity handles the CTC function.	
7.	Were any overarching business goals or values established as part of the impetus for consolidation? Goals as ensuring all employees are kept whole, etc.?	such
8.	Are there any other factors the study team should be aware of regarding the OCTA merger?	
J.	The there any other factors the study team should be aware of regarding the Octiviniciper.	



#### San Bernardino County Transportation Authority Consolidation Study

#### **Questions for Peer Agency Interviews on Consolidation Issues**

Peer Agency Name(s): Orange County Transportation Authority/ Orange County Transportation Commission/ Orange County Transit District

Contact Interviewed and Title at Time of Consolidation: Tom Jenkins

I had left OCTC in 1983. OCTD was formed in 1972 by a vote of the people along with a small property tax assessment. I started at OCTD in 1974 as Director of Planning and Engineering. In Dec 1977 I left OCTD and became Executive Director of the newly authorized Orange County Transportation Commission (OCTC) (4 counties were started at that same time with Commissions). I left OCTC in 1983 and returned to the private sector. In 1991 I was a Vice President and Project Manager with Parsons Brinckerhoff (now WSP).

1. According to our information, in 1991, OCTA was created under state law, combining the seven separate Orange County agencies that managed transportation planning. What acts or events precipitated this merger? Any details on dates, causal factors, legislative efforts, etc., would be much appreciated.

In November 1990 M1 was passed by the voters and gave OCTC major funding. As I recall, there was a political movement to merge the two agencies supposedly for efficiency and management purposes including having only one Board of Directors to be in change of transportation for Orange County. Reducing both political and public confusion.

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?
  - b. Financial/funding challenges?
  - c. Conflicts over funding?
  - d. Conflicts over cost control or management approach?
  - e. Overlapping Boards/Board membership?
  - f. Other?

I think all the items a through e contributed to the merger.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements?
  - b. FTA funds recipient status?
  - c. Special state legislation?
  - d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity?
  - e. Differing retirement programs or benefit programs?
  - f. Other?
  - a. OCTC had no labor unions so taking on OCTD created additional duties for the new Board
  - b. OCTC was the Sections 7 and 9 designated recipient in the early days and the merger cleared that up.
  - c. Special state legislation was needed because both agencies had been created and authorized by the State.
  - d. As I recall this was an issue with two chief executives.

- e. Retirement programs were different. Not sure how all that was resolved. There were options provided I recall.
- f. Planning who really was in charge of transportation and transit planning. The merger resolved that.
- 4. Were there any administrative savings from the consolidation? In what areas?

There probably was but not sure. Jim Kenan, former Finance Director, would know.

5. Were there any other areas of savings besides administrative areas?

Planning, programming, and legislative duplication was streamlined. Better "one" voice for the County.

6. How was the handling of the funds-distribution function as a County Transportation Commission separated from the transit operator function, to avoid any conflicts of interest and/or perceptions of unfairness by other transit operators in the county?

There was only one other included transit operator in the county (City of Laguna Beach). They still maintained their independence and eligibility for TDA funding percentage (TDA was created by State in 1972).

7. Were any overarching business goals or values established as part of the impetus for consolidation? Goals such as ensuring all employees are kept whole, etc.?

I don't recall if that was a goal or promise. Long time ago but I do know a lot of folks were not happy with the merger.

8. Are there any other factors the study team should be aware of regarding the OCTA merger?

I would just go back and interview some of the major players at that time including Jim Reichert, Stan Oftelie, Jim Kenan, Brian Pearson, Kia Mortazavi.



## San Bernardino County Transportation Authority Consolidation Study Questions for Peer Agency Interviews on Consolidation Issues

Peer Agency Name(s): Orange County Transportation Authority/ Orange County Transportation Commission/ Orange County Transit District

Questionnaire Completed By: Stan Oftelie, former Chief Executive Officer, OCTA; former Executive Director of OCTC Date Completed: 3/25/20. Follow-up clarification interview on 3/31/20.

Descriptor: Prior to the merger, I was the Executive Director of the Orange County Transportation Commission, the county's planning and programming agency. Discussions of merging transportation agencies pre-dated the commission's successful efforts to pass Measure M, a half-cent countywide transportation sales tax measure, in 1990. When the merger was completed, I became the CEO of the new agency.

1. According to our information, in 1991, OCTA was created under state law, combining the seven separate Orange County agencies that managed transportation planning. What acts or events precipitated this merger? Any details on dates, causal factors, legislative efforts, etc., would be much appreciated.

The Orange County Transit District (OCTD), Orange County's oldest countywide transportation agency, was approved by county voters on November 3, 1970 but moved slowly to organize as a countywide bus service. There was, initially, significant opposition to public transportation, believing the private sector would provide bus service if it were truly needed. Because of this cautious approach, and state funding formulas that awarded transit funds on a per capita basis, the OCTD became the wealthiest special district in Orange County by the middle of the 1980s, with reserve funds totaling more than the bus agency's annual budget. A 1974 OCTD sponsored transit sales tax for bus and rail projects failed countywide.

The Orange County Transportation Commission was formed by the same legislation --(AB 1246 of 1976 (Ingalls, D -Riverside) -- as commissions in Los Angeles, Riverside and San Bernardino. The commission worked closely on planning matters with the Southern California Association of Governments and advised the California Transportation Commission on highway and freeway priorities.

Simultaneously, Orange County's growth was exploding, freeways were overloaded, and major arterials were over capacity. The OCTD bus system was operating countywide, but many were seeing it as a social service (getting poor people to work, serving the frail elderly and disabled) rather than an integral part of the transportation system. OCTD staff and its board of directors bristled at this description. In 1982, the OCTD spun off specialized portal-to-portal service to the frail elderly and persons with disabilities to a new Consolidated Transportation Services Agency.

In June of 1984, the OCTC sponsored a multi-modal, one-cent transportation countywide sales tax. It lost badly, failing to receive 30% of the countywide vote. The OCTC began looking for innovative ways to solve transportation issues, including construction of the first successful carpool lanes in Southern California on S.R. 55 (the Costa Mesa Freeway) in 1986.

In 1986, the OCTD began planning a central county mobility project, a series of flyover carpool lanes to be built at the Interstate 5 - SR 55 interchange using transit funds. At the same time, the OCTC obtained special legislation allowing it to intercept the interest earnings on the OCTD's transit reserves to begin the environmental and design work on freeway projects. To improve freeway project delivery and under pressure from the OCTC and state legislators, Orange County broke away from Los Angeles in 1987 to become its own Caltrans district. The first new Caltrans district formed in almost 40 years.

In a 1989 special election, the OCTC lost a special multi-modal election calling for a half cent transportation sales tax, with no funds for the bus system or three planned toll roads. A year later, an almost identical sales tax measure passed after OCTC directors successfully lobbied for a consolidated transportation agency to avoid duplication of effort, improve priority-setting, reduce transportation staffing and streamline decision-making. The promise of having a single voice managing transportation decision-making was undercut when the Transportation Corridor Agencies, builder and operator of three county toll roads, and Laguna Beach Transit, a recipient of Transportation Development Act funds, were not included in the Orange County Transportation Authority legislation. All other major transportation agencies were combined into a single decision-making, operational agency. Sen. Marian Bergeson (R – Newport Beach) sponsored the consolidation the State legislation, known as SB 838 (1990).

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?
  - b. Financial/funding challenges?
  - c. Conflicts over funding?
  - d. Conflicts over cost control or management approach?
  - e. Overlapping Boards/Board membership?
  - f. Other?

Other factors. Nice list. Elements of all of these issues appeared. A prolonged (and long-lasting) fight between the county and cities over board membership was a particularly difficult hurdle to overcome. The original OCTA Board had 11 members: 4 supervisors, 6 city members, and a public member. The first fight over the public member was particularly brutal.

Supervisors were particularly focused on increasing agency economy, city members echoed the viewpoints of staff members they were close with in the earlier agency. Getting both the board and the new, combined staff to agree on the same playbook was difficult. Some resisted all change, until they were removed from the agency. Top management in both agencies worked together fairly well and the former general manager of the OCTD (who became the OCTA COO) was helpful in the transition process, which made the consolidation process smoother.

Conflicts over funding were minimized by two things: the influx of Measure M cash (and how to manage and prioritize the new money) and the fact the old OCTD covered more than 90% of the county and received the lion's share of TDA funds. How to deal with Laguna Beach Transit and the CTSA services (for the elderly and handicapped) was always an issue.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements?
  - b. FTA funds recipient status?
  - c. Special state legislation?
  - d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity?
  - e. Differing retirement programs or benefit programs?
  - f. Reduction in force for the consolidated agency?



#### g. Other?

The OCTC and CTSA were non-unionized, the OCTD was heavily unionized. Most of the OCTD labor relations program remained intact. Most OCTA administrative employees are not unionized. Sen. Marian Bergeson (R-Newport Beach) carried the original consolidation legislation that also smoothed differences in pensions and other technical problems. Regarding retirement systems, OCERS (Orange County Employees Retirement System) and CalPERS have reciprocity arrangements and recognize years of service between the systems. OCTA found it preferable to grandfather in the former CalPERS employees into that system. Grandfathered employees stopped accumulating CalPERS credits and started accumulating credits in OCERS. So, employees had credits in both systems upon retirement.

Her bill, however, was the source of serious disagreements over board membership. This disagreement oft times threatened to scuttle the consolidation.

4. Were there any administrative savings from the consolidation? In what areas?

Yes. The day the consolidation was official, the combined agency had 1,790 employees. When I left 8 years later, staffing had been reduced to 1,492. (Stan stated that OCTA had about 50 employees prior to the consolidation). The reductions included both administrative positions and direct operating personnel. The bus system needed to be sized to appropriate size. Every reduction was painful; many were the results of continuous organization evaluation. The evaluations briefly impacted morale in every area studied (some people lost their jobs), but except for some survivor's remorse, most of the selected employees who stayed with the new OCTA recognized that the best employees were being retained and weaker, less productive staffers were being eliminated. Anticipating future changes, many who felt they were not appreciated left the organization, allowing vacant positions to be eliminated. Having a rigorous, bias-free selection process was very important.

On follow-up interview, Stan said severance packages were used in some instances, on a case by case basis. Job placement assistance services were also provided in some cases.

Stan added that the principal metric used to judge the success of the consolidation was headcount. With regard to the potential SBCTA – Omnitrans consolidation, Stan was emphatic in stating, "If you just graft Omnitrans onto SBCTA, you are not going to have any savings. There needs to be changes in the services operated and staffing levels. This should come from the goals of the consolidation, merging to be more fiscally responsible. Metrics of the consolidation should drive improvement in performance."

5. Were there any other areas of savings besides administrative areas?

It is difficult to determine what other savings were realized because of the inflow of Measure M funds in 1991 and 1992. The reduction in overall staffing, while increasing the amount and type of transportation work being done, is the best measure of the Orange County consolidation success.

6. How was the handling of the funds-distribution function as a County Transportation Commission separated from the transit operator function, to avoid any conflicts of interest and/or perceptions of unfairness by other transit operators in the county?

All of the agencies combined had identical boundaries. The outliers were the TCAs and Laguna Beach transit. These identical boundaries were key to solving allocation of resources issues, however some areas disagreed with allocation priorities (too much bus service in the county core areas, not enough in south county) and timing of new freeway projects.

On follow-up interview, Stan stated one way to address disagreements on allocation priorities is to look at the region multimodally. For example, in south county where bus service was being reduced, they were getting a big investment in highway improvements. You have to look at needs and funding more holistically, not just limited to transit service. Put in the transit where it makes sense, put in other investments where that is more logical, and use that to help defend the decision on bus service reductions in some areas.

Stan also stated that, during the development of the consolidation legislation, Laguna Beach tried to get Sen. Bergeson to include funding level guarantees in her legislation. Sen. Bergeson refused to do that, and Stan believes this helped persuade Laguna Beach to realize they would have to work with OCTA on funding issues.

7. Were any overarching business goals, objectives, or values established as part of the impetus for consolidation? Goals such as reducing duplication of services, better coordination on planning efforts, ensuring all employees are kept whole, etc.?

Yes. There were goals for the consolidation:

- One priority-setting agency, speaking with one voice, on transportation issues;
- Adopt a multi-modal approach balancing transportation investments in freeways, buses, streets and road, and rail programs geographically;
- Emphasize early delivery of voter-approved transportation projects;
- Re-configure the bus system to increase bus ridership and farebox return;
- Recognize the special transportation needs of the frail elderly and persons with disabilities;
- Manage transportation resources cautiously, with regular financial reports to the board and, annually, to the public;
- Right-size (that was a catch-phrase in this era) the new agency's staff by practicing rigorous examinations of the agency needs.
- 8. Are there any other factors the study team should be aware of regarding the OCTA merger?

Yes. Despite our best efforts, administrative staffers and others believed there were winners and losers in the consolidation. We tried to avoid that view, but it was prevalent, particularly among mid-level staffers, no matter what we said. There was a belief, and anecdotal information, suggesting former OCTC staffers (including me) got the best jobs, even though they were a much smaller agency prior to the merger. They were winners. OCTD staffers, who built their careers in the narrow field of bus transit, were seen as losers. Big investments in new freeway and highways, driven by new money, grabbed headlines. People working in those areas were winners. People working in bus operations, where there was no new money, were losers. (The original Measure M had no money for bus operations.) As the bus system was re-configured to focus on high-volume routes, many bus drivers found their daily jobs harder. They felt like the added work was because of consolidation and they felt like losers. Some mid-level transit managers re-enforced this belief.



On follow-up interview, Stan stated that under the legislation, OCTA can contract out up to 40 percent of their service, but they have not contracted out to that level yet. The contracting was driven primarily by internal financial pressures, not the Orange County Bankruptcy of 1994 – 1996. Stan also noted that the OCTA Board members of that era were very pro-private sector and supported more contracting for bus service.

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#### **Questions for Peer Agency Interviews on Consolidation Issues**

Agency Name: San Diego MTDB/MTS

Contact Interviewed: Tom Larwin, former General Manager, MTDB

Date: February 14, 2020

1. According to our previous study, in 1975, SB 101 (Mills) established the Metropolitan Transit Development Board (MTDB) as a transit development entity to plan, construct, and operate transit guideways in the urbanized area of south San Diego County. In 1984, State legislation passed that allowed MTDB to acquire SDTC, and SDTC ceased to exist as a separate entity. Also at that time, MTS was introduced as the "umbrella" organization of the metropolitan area transit operators. By 2003, MTDB had acquired the assets of all but one municipal area transit operator and had assumed management of all bus and light rail operations. By 2003, the roster of bus services that comprised MTS included SDTC, Chula Vista Transit, National City Transit (NCT), CTS, and other contract services (i.e., Strand Express JPA and Amarillo y Rosa).

What acts, events, or concerns precipitated these various mergers/acquisitions?

The most important foundation issue was that MTDB was given financial power over all state and federal moneys under the SB101. This gave them much leverage in coordinating the operators in the County. Smaller operators were just getting started. Gave MTDB power in dealing with CPO (Comprehensive Planning Organization, SANDAG's predecessor). Financial authority gave MTDB power to do anything it felt necessary. This started slowly, as from 1976 to 1981, 95% of what they did was related to getting the Trolley built. Did a SRTP for metro area during this period.

In 1979 – 1980, MTDB looked at different ways to operate trolley. Decided to create SDTI to operate it, keeping MTDB out of operations. MTDB could then be an umbrella organization that coordinated services. Very important point. If MTDB had been a direct operator, this may have interfered with being the umbrella organization. Main thing in Tom's mind is operations is something you can't take your eyes off of. Giving both operations and oversight to one entity, you are diluting the development aspect. Being an operator would also have created a conflict of interest with the other operators since MTDB would be operating one of several services in the County. Not having to deal with pressures of labor unions was another advantage of this approach.

As part of the umbrella concept, around 1981, MTDB coordinated operators with Uniform Fare Structure agreement to ease transfers between the different operators. MTDB had good relationship with Tom Snoble, General Manager of SDTC. Worked hard to coordinate. General Managers group among all the operators was created to coordinate service and fares, primarily in metro area. Wanted seamless service between operators. Uniform pass and transfer system. Involved everyone agreeing. Worked out the distribution of pass moneys through the system.

Also, SDTC had a major route between border and downtown, which duplicated service of the new Trolley. Needed to work that out, create feeder services. SRTP power helped in creating coordinated service. Got them into the planning of operations and service.

1985 legislation – came up with the concept of a metropolitan transit system umbrella. Could set parameters for service and fares without being operator. Plus doing the major engineering projects. The competition among the operators was helping improve performance. SDTC wanted their statistics to look good, for example, against their peers in the County.

What did not work as well was coordination with the SDTC Board of directors. Their Board put up much more resistance than at the staff level. Took another 15 years to deal with, with the final dissolution of the Board with the 2003 SANDAG consolidation. Operating performance from 1981 to 2003 was generally positive situation. Getting SDTC Board out of the way should have made it work better.

The people at the top of the organizations are crucial to success. Larwin – Snoble – Fifer worked much better together than the leadership under the prior administrations. Personalities. All were dedicated to making the entities work well. There was a role to play in coordination.

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?
  - b. Financial/funding challenges?
  - c. Conflicts over funding?
  - d. Conflicts over cost control or management approach?
  - e. Overlapping Boards/Board membership?
  - f. Other?

See notes in previous section. MDTB had planning powers. Tried to prevent duplication. Power to develop SRTP and TIP gave them decision making authority. Also realized over time that you can have two different kinds of services in the same corridor.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements
  - b. FTA funds recipient status
  - c. Special state legislation? (That seems to have been required in both the LA and San Diego examples.)
  - d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity? There were some bad relations initially between MTDB and SDTC. Tom was key to helping it smooth out.
  - e. Differing retirement programs or benefit programs? Dave did not know. This was an issue when SANDAG and MTDB merged. Needs more research.
  - f. Other?

MDTB did not get involved in any labor issues at all. Jack Limber, MTDB Counsel, would brief MTDB Board in closed session on labor issues. MTDB handled FTA funds, state legislation. No merging of staff occurred until the SANDAG consolidation in 2003. Elliot Hurwitz at MTDB was in charge of the contract operations for most of his time at the agency. Those contracts were coordinated through MTDB. In the 1990's Total Quality Management was a big deal, coordinate but not merge.

4. Were there any administrative savings from the consolidation? In what areas?

A number of studies were done in the 1980's that should have that info. Tom's early paper was one. Greg Thompson may have a copy. Tom will try to contact him and ask him to forward it.

5. Were there any other areas of savings besides administrative areas?



6. How was the funds-distribution function handled to avoid any conflicts of interest and/or perceptions of unfairness among the transit operators in the county?

There wasn't a lot of warfare. TDA came down to each City, a complicating factor. SDTC got FTA money. Consolidation of TDA occurred around year 2000 and made it a lot easier. MTDB decided how much each agency would get.

7. Were any overarching business goals or values established as part of the impetus for consolidation?

The model that Tom latched onto was the Western European umbrella entity over transportation agencies. Greg Thompson would know. Tom will email Greg to forward the paper he wrote.

8. Are there any other factors the study team should be aware of regarding these mergers?

One of the first things Tom is very proud of (aside from the Trolley) was the infrastructure capital plan for the overall system – transit centers, bus divisions – especially in a very difficult geographic area to serve.

#### **Questions for Peer Agency Interviews on Consolidation Issues**

Agency Name: San Diego MTDB/MTS

Contact Interviewed: Dave Schumacher, former Planning Director for MTDB

Date: February 13, 2020.

1. According to our previous study, in 1976, SB 101 (Mills) established the Metropolitan Transit Development Board (MTDB) as a transit development entity to plan, construct, and operate transit guideways in the urbanized area of south San Diego County. In 1984, State legislation passed that allowed MTDB to acquire SDTC, and SDTC ceased to exist as a separate entity. Also at that time, MTS was introduced as the "umbrella" organization of the metropolitan area transit operators. By 2003, MTDB had acquired the assets of all but one municipal area transit operator, and had assumed management of all bus and light rail operations. By 2003, the roster of bus services that comprised MTS included SDTC, Chula Vista Transit, National City Transit (NCT), CTS, and other contract services (i.e., Strand Express JPA and Amarillo y Rosa). What acts or events precipitated these various mergers/acquisitions?

What led up to this was the inefficiency of all the operators having administration, separate services within their municipal boundaries, in a relatively geographically-close area. Differences among the agencies. MTDB's Tom Larwin worked well with the other operators, created a "federation of agencies" and General Managers group. Eventually, everyone saw from a service and efficiency standpoint, that it made more sense to consolidate. It was not a forced takeover. MTDB must have had the ability to obtain FTA money, because they used New Starts money for Euclid Line. The small operators may not have had this. SDTC did likely have FTA direct recipient status. The small operators were creatures of the way TDA was written, giving money to cities for transit. MTDB may have given some guarantees on continued funding after the consolidation.

- 2. What other factors led to the merger of the agencies? Things like:
  - a. Overlapping/duplicative responsibilities?
  - b. Financial/funding challenges?
  - c. Conflicts over funding?
  - d. Conflicts over cost control or management approach?
  - e. Overlapping Boards/Board membership?
  - f. Other?

Small operators ran on a shoe-string, had old equipment. They realized they could get better service and more continuity in a combined system. Fare coordination - Uniform Fare Structure agreement. Mostly contracted out services. Most were very small, had inefficient fleets and services. County was the largest (other than SDTC), operated some express bus service. They held out the longest before consolidating.

- 3. What organizational issues had to be dealt with in consolidation? Issues such as:
  - a. Differing labor unions/agreements Dave did not know. There were 13c issues with SDTC.
  - b. FTA funds recipient status
  - c. Special state legislation? (That seems to have been required in both the LA and San Diego examples.) MTDB needed state legislation to be an operator. They were originally set up just to build the trolley.



- d. Merging of senior and mid-level management staff how was this handled to ensure salary and benefit equity? There were some bad relations initially between MTDB and SDTC. Tom was key to helping it smooth out.
- e. Differing retirement programs or benefit programs? Dave did not know. This was an issue when SANDAG and MTDB merged. Needs more research.
- f. Other?

There were differences, definitely. SDTC had a different pension than MTDB.

4. Were there any administrative savings from the consolidation? In what areas?

Must have been savings, but does not recall if there were studies to determine this.

5. Were there any other areas of savings besides administrative areas?

Economies of scale in general. Service coordination and better route structure, went where the routes were needed instead of staying within jurisdictional limits. Note all of the consolidated agencies were operators. Also relieved the Cities of operating responsibilities.

6. How was the funds-distribution function handled to avoid any conflicts of interest and/or perceptions of unfairness among the transit operators in the county?

Dave thinks there must have been some guarantees. Ask Tom Larwin.

7. Were any overarching business goals or values established as part of the impetus for consolidation?

Tom Larwin wanted to achieve a sophisticated regional transit operation where transfers were less complicated, service made more sense, integration of bus service with Trolley.

8. Are there any other factors the study team should be aware of regarding these mergers?

Personalities were crucial. Tom Larwin was highly effective in bringing people together through the General Managers forum. This was an ongoing forum to discuss issues. They were all friends, first and foremost. Less acrimony than exists today.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

## CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 1.4C—DETAILED ANALYSIS OF FINANCIAL IMPACTS AND BENEFITS OF ANY PROPOSED CONSOLIDATION

JULY 15, 2020







# CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 1.4C— DETAILED
ANALYSIS OF FINANCIAL
IMPACTS AND BENEFITS OF
ANY PROPOSED
CONSOLIDATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

FINAL SUBMITTAL (VERSION 3.0)

PROJECT NO.: 12771C70, TASK NO. 1.4.C 2020

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# 1 EXECUTIVE SUMMARY

The previous chapter, Evaluation of Functional Areas in a Complete Consolidation, identified the organizational, legal, and potential financial opportunities and challenges by functional areas of the San Bernardino County Transportation Authority (SBCTA) and Omnitrans under a potential "complete consolidation". This matter is defined as the two agencies (all functions) are brought together under one organization and would entail transferring all functions into a single consolidated agency, which then provides transit and other transportation services. During interviews conducted with SBCTA and Omnitrans for this study in January 2020, staff from both agencies responded that consolidation of Omnitrans into SBCTA as an entirely separate department would be most appropriate. The previous chapter noted there are very few areas of functional overlaps between the two agencies. Unlike many other consolidations where there was significant overlap in core functions, such as service revenue delivery, the areas in which SBCTA and Omnitrans have overlapping functions are in the support functions (e.g. HR, Payroll, Accounting, IT). Even in these cases, few redundancies were identified.

Note that this complete consolidation analysis explicitly excludes the consideration of the other four transit operators in San Bernardino County. Thus, the premise of an Omnitrans and SBCTA total consolidation underlies this chapter's analysis due to the consultant's task order to undertake this study.

The primary objective of this chapter's financial analysis was to estimate the higher-level order of magnitude financial impacts of a potential complete consolidation, ultimately for consideration by decision-makers in San Bernardino County.

Of the twelve functional areas, three resulted in potential savings or increased costs greater than \$500,000 (employer costs associated with retirement and benefits, and potential staff duplication). However, by enacting the most cost-effective financial decisions, there will be a significant impact to morale, retention, and productivity in the near and mid-term timeframes. These three areas consist entirely of people, their jobs, and their compensation packages. In addition, alternatives to consolidate retirement and benefits are complex and savings are generally uncertain. Not all retirement alternative cost increases/savings can be estimated with certainty at this time.

Of the remaining nine functional areas, most have savings less than \$200,000, and totaling the nine areas results in a savings of up to \$300,000. With the combined annual budget of SBCTA and Omnitrans at approximately \$1 billion annually, this represents a potential savings of 0.03% of the total combined budget.

While the results for all twelve areas are described in this financial analysis, only Employer Retirement Costs, Employee Benefit Costs, and Job Classification Costs yield potential cost savings or increases of a substantial enough nature to inform fiscal decision-making regarding a potential consolidation.

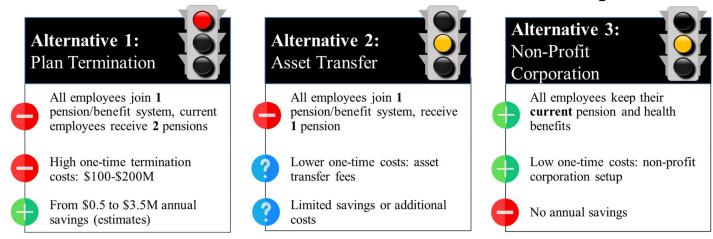
#### **EMPLOYER INCURRED RETIREMENT & BENEFIT COSTS**

The most significant potential financial impact due to a complete consolidation occurs with the employer costs associated with retirement costs and employee benefits. Both areas are complex in that any change to the benefits provided have significant organizational and legal challenges that should be taken into account when considering a total consolidation. In addition, the largest risk when considering retirement alternatives is how to resolve the significant potential costs of an unfunded liability.

Figure 1 below summarizes the three main alternatives to consolidate retirement and benefit plans in a complete consolidation.

Figure 1: Combined Total Annualized Costs/Savings for Retirement and Benefits

# Alternatives to consolidate Retirement and Benefit plans



#### Notes:

- Alternative 1: Estimated plan termination costs are highly uncertain. The estimated termination cost for Omnitrans reflects CalPERS 2019 actuarial report, and will require an update. The estimated termination cost for SBCERA was calculated based on a ratio using Omnitrans' termination cost.
- Alternative 2: Unfunded liability annual payments will change after the asset transfer takes place, which may result in limited savings or additional costs.

#### Alternatives 1 and 2:

- Retirement cost increase/savings amounts need to be established through actuarial analysis, taking into account the differences in amortization period between SBCERA and CalPERS.
- Health insurance costs will vary based on changes in the demographics of the insured employees' pool, and may increase due to the current health crisis.

The key features of each alternative described in Figure 1 are explained below.

High-level retirement cost estimates are available for **Alternative 1**, **Plan Termination**. This alternative consists of transferring all employees to CalPERS or SBCERA with service for future employees under one retirement plan from either CalPERS or SBCERA. Current employees will receive a pension of their initial plan, as well as of the selected system if their initial plan is terminated. This alternative leads to significant termination costs due to the unfunded liability of whichever plan that is terminated: high-level estimates range between \$100 and \$200 million. CalPERS' termination costs were estimated at \$174 million but updated estimates will be required when CalPERS determines its plan has been terminated. Note that SBCERA may follow a different process to determine termination costs for its plan. The conditions under which the consolidated agency would have to pay termination costs are not known at this time (i.e. whether the entire amount be due on a specific date, under what conditions would the agency borrow funds to pay said termination costs, etc.). Additional description of each scenario (transferring to CalPERS or SBCERA) is included in the appendices.

Two other alternatives would not require a termination cost: **Alternative 2**, **Asset Transfer** to SBCERA or CalPERS, and **Alternative 3**, setting up a **Public Non-Profit Corporation**.

Alternative 2, Asset Transfer, would potentially generate additional costs in the case of a transfer to SBCERA, since only accumulated contributions would be transferred, not capital gains, which would be retained by CalPERS (please refer to the Appendix, Data 2 and note that this memo does not cover asset transfer from SBCERA to CalPERS). No cost estimates are available for the asset transfer alternative prior to actuarial analysis (detailed below).

It was not possible to include a full analysis of these alternatives' costs, due to the need of engaging actuaries from both SBCERA and CalPERS to prepare cost estimates for pension plan consolidation, as well as the timing and costs necessary to perform each analysis. SBCERA and CalPERS will each have to perform a section of the actuarial analysis. The cost of analysis is estimated at \$40,000 per scenario (note that Alternatives 1 and 2 each have two scenarios: consolidation under SBCTA's benefit package or Omnitrans'). The

resultant study may take up to eight weeks to complete after the information is shared between the two retirement systems. Considering the significant cost of completing these analyses, this report only presents descriptive information on the differences between the plans per the latest CAFRs and actuarial reports available.

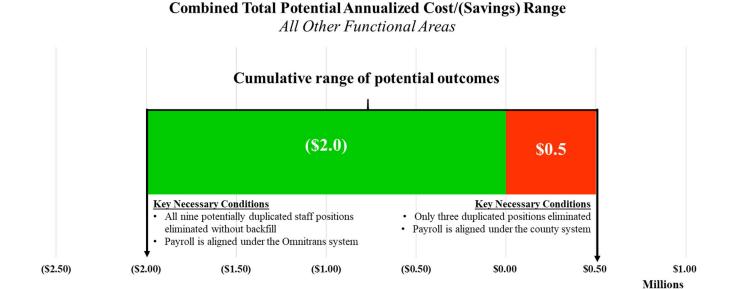
Alternatives 1 and 2 will lead to either cost savings or increases and part of these cost fluctuations relate to the medical benefits. If SBCTA employees transfer or opt-out of the Omnitrans' plan, it could generate between approximately half a million dollars in cost increases and half a million dollars in cost savings. If Omnitrans employees transfer or opt-out of the SBCTA's plan, it could generate between approximately \$10,000 in cost increases and half a million dollars in cost savings. These cost savings/increases are uncertain, due to employees' decisions of opting in or out of the plan, selecting a plan, and deciding how many members of a household will be covered by said plan. Healthcare costs would vary between \$3,000 and \$21,000 for each new employee if the Omnitrans package is chosen, and between \$8,500 and \$13,500 if the SBCTA package is chosen. Note that health insurance costs may increase due to the current health crisis. For non-medical benefits, switching SBCTA employees to Omnitrans' benefit package is estimated to result in cost savings of \$700,000 per year. Scenario 2, switching Omnitrans unrepresented employees to SBCTA's non-medical benefit package, is estimated to result in cost increases of \$800,000 per year.

**Alternative 3**, the creation of a **public non-profit corporation**, would allow all employees to keep their existing benefits and pension plans, as well as minimize undue financial and personal impacts. The public non-profit corporation alternative was used for the consolidation of the Los Angeles County Metropolitan Transportation Authority. The estimated cost of creating a public non-profit corporation; \$50,000 is included in the "Payroll" analysis. Since all employees will keep their current benefit packages, this alternative will not generate any cost savings.

#### **REMAINING FUNCTIONAL AREAS**

Figure 2 below shows the potential range of costs or savings based on the total financial impact of the remaining areas, which have a lower potential to address significant budget shortfalls identified at the start of this study. Included in this summary range are fully burdened staff costs that should not be added directly to the retirement and benefit analyses discussed above. Of the ten functional areas, only one, "Job Classification", includes a potential for over \$500,000 savings annually. The "Job Classification" functional area has the potential to save up to \$1,475,000 annually based on a reduction on up to nine staff positions and reclassifying others. It is unlikely to achieve the full cost savings indicated, as decisions for each position and reallocation of duties should include a detailed workload balancing analysis to ensure delivery of critical services.

Figure 2: Combined Total Potential Range, All other functional areas



#### Notes:

- 1. Staff duplication has the most significant impact on the range of potential outcomes
- 2. Potential one-time costs are excluded in the above range:
  - Payroll \$50K or \$550K
  - IT \$250K to \$1M
- 3. Combined SBCTA and Omnitrans have an annual budget of approximately \$1 billion. The impact shown is <1%.

Agencies should be cautious in realizing any potential savings outlined in this report. Importantly, they should also consider the organizational (morale, career satisfaction) and legal impacts. Any functional areas that mention the impacts of outsourcing would need to be negotiated with the respective unions and may also impact the potential savings. Summaries of the analyses can be found in the Sections 2.1 to 2.6 of this report. The cost summations are rounded while the detailed calculation tables found in the appendices, are non-rounded values. Analyses generally consider fully loaded costs with benefit packages continuing as is, to reflect the total costs of each functional area per consolidation scenario.

# 2 DETAILED FINANCIAL ANALYSIS

For evaluation purposes, this study assumes that, in a complete consolidation, Omnitrans would become a separate operating department under the current SBCTA organizational structure, and all current customer-facing services would remain the same. The two organizations have different missions, and the areas of functional overlap are principally in administrative areas, such as Board functions, finance and accounting, grants management, and procurement.

This detailed analysis of financial impacts analyzes those functional areas assessed in Task 1.4B that potentially have some or significant impact. The purpose of this Task 1.4C analysis is to estimate the high-level impact on expenditures, from a complete consolidation. Financial impacts were estimated with available information, and at times used industry best assumptions for relative impact between scenarios. A primary goal of this analysis was to estimate financial impacts at a higher-level order of magnitude to identify items with a larger financial impact and those not worth much further consideration for decision-makers in San Bernardino County. Note that not all functional areas assessed in Task 1.4B were evaluated in this chapter. Only those with potentially some or significant impact per the summary of findings in the 1.4B chapter were included.

Figures presented in the summary analysis throughout in this Section 2 are rounded for order of magnitude. The appendix contains the detailed tables and assumptions for each section, and figures in the appendix are not rounded.

Figure 3 below summarizes the costs associated with changes to retirement and benefit plans in a complete consolidation. Care should be taken in comparing these figures directly with those shown in Figure 4 as those are fully burdened costs. Analyses generally consider fully loaded costs with benefit packages continuing as is, to reflect the total costs of each functional area per consolidation scenario. Benefit and retirement plans are presented separately, since any potential savings are not exclusive of other functional areas' savings, and cost levels are highly uncertain. The total savings/cost increases reflected below for the most significant cost items, benefits and retirement, are order-of-magnitude costs, subject to significant variations.

Figure 3: Summary of potential fiscal impacts due to retirement and medical plan consolidation

Section	Functional Area	# of Scenarios	(1	owest of range net savings) or ncrease in net annual cost	Ex	isting Baseline (2020)	(1	ighest of range net savings) or ncrease in net annual cost	Potential One-time (Savings)/Cost	Estimated Termination Costs <sup>1</sup>
2.4.1	Retirement	2	\$	(2,200,000)	\$	9,200,000	\$	(2,100,000)		\$104M or \$174M
2.4.3	Benefits - Non-Medical Plans	2	\$	(710,000)	\$	1,110,000	\$	830,000	(\$140K) or \$210K	
2.4.3	Benefits - Medical Plans	2	\$	(580,000)	\$	2,400,000	\$	580,000		

<sup>&</sup>lt;sup>1</sup> - The estimated termination costs are highly uncertain. Omnitrans' estimated termination cost is from CalPERS actuarial report. The estimated termination cost for SBCTA was calculated based on a ratio using Omnitrans' termination cost.

Figure 4 displays the other ten functional areas detailed in this report, which have a lower potential to address significant budget shortfalls. These functional areas are displayed separately, as they include fully burdened staff costs that should not be added directly to the retirement and benefit analyses discussed above. Of the ten functional areas, only one, "Job Classification", includes a potential for over \$500,000 savings annually. The "Job Classification" functional area has the potential to save up to \$1,475,000 annually based on a reduction on up to nine staff positions and reclassifying others. It is unlikely to achieve the full cost savings indicated, as decisions for each position and reallocation of duties should include a detailed workload balancing analysis to ensure delivery of critical services. The potential consolidation has few overlapping functional areas, thus there are limited options for eliminating redundant staff. Section 2.4.2 Job Classifications includes a more detailed description of the comparison. In addition to "Job Classification", any impacts on computer systems typically incur one-time programming/conversion costs, as are shown in the "Information Technology" and "Payroll" functional areas.

Figure 4: Summary of remaining on functional areas

Section	Functional Area	# of Scenarios		of range ings) or n net cost	Exist	ing Baseline (2020)	(net sa	t of range wings) or in net cost	Potential one-time cost
2.1.1	Facilities Management	2	\$	(200,000)	\$	3,560,000	\$	150,000	
2.2.1	Labor Relations	3	\$	-	\$	1,890,000	\$	-	
2.3.1	Accounting	1	\$	-	\$	2,400,000	\$	-	
2.3.2	Payroll	3	\$	10,000	\$	480,000	\$	310,000	\$50k or \$550k
2.3.3	Risk Management	1	\$	-	\$	9,400,000	\$	-	
2.3.4	FTA Direct Recipient	1	\$	-	\$	-	\$	-	
2.4.2	Job Classification	2	\$ (	1,475,000)	\$	7,325,000	\$	(100,000)	
2.5.1	Information Technology	2	\$	(40,000)	\$	4,180,000	\$	-	\$250k to \$1M
2.5.2	Security	1	\$	-	\$	1,830,000	\$	-	
2.6.1	Board of Directors/Committee	2	\$	(65,000)	\$	245,000	\$	(50,000)	
			Anı	nual		Annual	Aı	nnual	

#### 2.1 ASSETS AND MAINTENANCE

#### 2.1.1 FACILITIES MANAGEMENT

Facilities costs include maintenance contracts for both agencies' facilities (25 contracts for Omnitrans, three contracts for SBCTA). In addition to these contracts, Omnitrans also has 11 maintenance workers and two staff in maintenance management functions. Omnitrans maintains five facilities, while SBCTA maintains two facilities, including the Santa Fe Depot Building. SBCTA is currently procuring a new property manager to oversee its facility operations. SBCTA maintains railroad right of way, and the maintenance of this disparate activity is not considered in this financial analysis given the separate type of work.

The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential longer-term cost savings opportunity for the consolidated agency if SBCTA's facility-maintenance resources were merged with Omnitrans employees or contracting out services currently performed by Omnitrans staff to a third-party contractor.

For the purposes of analysis in this chapter, two scenarios were evaluated:

- 1. Eliminate the SBCTA contract and have Omnitrans staff perform maintenance activities for the consolidated agency (with a range of current contract margins)
- 2. Expand the SBCTA contracts to cover all facilities management functions

Most of the facilities management cost is based on hourly labor, and any potential savings only come from minor efficiencies in one management system for the combined assets. Additionally, there are minor differences between benefit costs if contracted activities are performed in-house and fee/overhead of in-house activities are outsourced, based on the chosen scenario. The analysis found a nominal savings in either scenario, with the most significant savings in Scenario 2 (approximately \$200,000). This area presents opportunities for coordination even if the agencies do not consolidate, considering the significant overlap in facilities management between both agencies and the different contracts each agency has.

Figure 5 shows the comparison of estimated costs between the two scenarios.

Figure 5: Estimation of Annual Facilities Management Costs Under Two Scenarios

Total Facilities Management Costs	Existing	Scenario 1	Scenario 2
SBCTA - Facilities Management Costs	980,000	N/A	N/A
Omnitrans - Facilities Management Costs	2,580,000	N/A	N/A
Total Combined Facilities Management Costs	3,560,000	3,550,000 to 3,710,000	3,360,000
Annual Savings/Cost Increases over Existing	N/A	(10,000) to 150,000	(200,000)

The cost for security was removed from these contracts for analysis and presented in Section 2.5.2 Security. Note also that impacts of outsourcing must be negotiated with the union and would likely impact the potential savings.

Appendix A-1 includes the assumptions, approach, and data used for the above analysis.

#### 2.2 HUMAN RESOURCES

"Labor Relations" is the only functional area under "Human Resources" identified for a detailed financial analysis.

#### 2.2.1 LABOR RELATIONS

Omnitrans has two unions that represent 589 front-line, operations and maintenance personnel, and some administrative staff – the Amalgamated Transit Union (ATU) and Teamsters. SBCTA's employees are not unionized. Administrative positions at Omnitrans that are deemed to be handling confidential information as a part of their job duties are unrepresented. Thus, Omnitrans has both represented and non-represented administrative employees. In a consolidated agency, employees performing the same or similar work are typically represented in a similar fashion. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential longer-term impact, with the potential shifting of some SBCTA administrative employees from non-represented to represented, or vice versa with similar Omnitrans employees.

For the purposes of financial analysis in this chapter, three scenarios were evaluated:

- 1. Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with no current SBCTA employees represented by a union (keep current representation the same at the employee level)
- 2. Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with certain existing SBCTA administrative employees represented by a union (administrative SBCTA positions similar to represented Omnitrans positions would be represented)
- 3. Consolidation of current transit operations staff covered by Omnitrans-ATU labor agreement into SBCTA with currently covered Omnitrans administrative employees no longer represented by a union (administrative Omnitrans positions would be no longer represented, similar to SBCTA positions)

SBCTA positions that are similar to currently represented administrative positions at Omnitrans, and are not handling confidential information (in contrast to the Clerk of the Board, for instance) cover one category of personnel occupying three staff:

Accounting Assistant: three positions

It is assumed that the consolidated agency would add other administrative represented positions at Omnitrans that do not have an equivalent at SBCTA to its job classification system at their current pay rates.

Only one SBCTA classification (Accounting Assistant) has a direct equivalent at Omnitrans (Accounting Clerk), which is consistent with the analysis in Section 2.4.2, Job Classifications. Figure 6 summarizes the costs of each scenario.

Figure 6: Estimation of annual costs due to aligning representation of administrative personnel

Total Administrative Personnel Costs - Represented or eligible to representation	Existing	Scenario 1	Scenario 2	Scenario 3
SBCTA	\$280,000	\$280,000	\$280,000	\$280,000
Omnitrans	\$1,610,000	\$1,610,000	\$1,610,000	\$1,610,000
Total Combined Costs	\$1,890,000	\$1,890,000	\$1,890,000	\$1,890,000
Annual Savings/Cost Increases over Existing	N/A	\$0	\$0	\$0

None of the scenarios result in an annual savings or cost increase over existing conditions. The analysis was conducted based on the midpoint of the salary ranges, including salaries and benefits. If changes to benefit packages occur for some or all employees, there may be cost savings or increases in the different scenarios, which are not reflected in this analysis.

Appendix A-2 includes the assumptions, approach, and data used for the above analysis.

#### 2.3 FINANCE

The "Finance" functional area poses several opportunities and challenges in a complete consolidation because both agencies' Finance Departments conduct similar functions. However, due to the agencies' diverging missions, each of them approaches accounting and budgeting differently. Functional areas identified for detailed financial analysis in the "Finance" area include accounting, payroll, risk management and Federal Transit Administration (FTA) processes.

#### 2.3.1 ACCOUNTING

Consolidation provides an opportunity to merge traditional accounting functions (e.g., accounts payable, accounts receivable, grant accounting, and general ledger), as well as the overall financial software system that supports all these functions, which are currently duplicated at the two agencies. It is important to note that FTA accounting requirements, such as utilizing the FTA Uniform System of Accounts, must be met by the consolidated agency, at least for the "Transit Operations" function. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential savings opportunity in the consolidation of accounting personnel and aligning the accounting software systems. The financial impacts of aligning the accounting software systems are analyzed in Section 2.5.1, Information Technology. This section addresses the consolidation of accounting personnel.

For the purposes of analysis in this chapter, one scenario was evaluated:

1. Consolidation into one aligned accounting department

The accounting function cost analysis considers current staff in departments of accounts payable, accounts receivable, grant accounting, and general ledger. Analysis of these personnel was based directly on the information provided by both agencies in the respective questionnaires. The goals of this analysis were to differentiate between disparate (non-redundant) and redundant processes of accounting functions and to determine the effort associated with aligning these processes. The financial analysis found that current functions are fundamentally distinct. Even if these departments are generally combined within transit agencies that have both roles, as shown in Figure 7, it is unlikely that any staff savings will be achieved in the near-term. However, potential efficiencies could be achieved in the medium term. Synergies occur in that the consolidated entity will have to prepare only one Comprehensive Annual Financial Report (CAFR) and one budget, as well as manage fewer bank accounts, investment accounts, and billing interactions.

Figure 7: Accounting Function Summary Financial Analysis

Total Annual Accounting Costs	Existing	Scenario 1
SBCTA - Accounting Costs	\$1,400,000	\$1,400,000
Omnitrans - Accounting Costs	\$1,000,000	\$1,000,000
Total Combined Costs	\$2,400,000	\$2,400,000
Annual (Savings)/Cost Increases over Existing	N/A	\$0

Appendix A-3 includes the assumptions, approach, and data used for the above analysis.

#### 2.3.2 PAYROLL

SBCTA's payroll system is handled through the County of San Bernardino, which procures, secures, and manages health benefit plans including enrollment, payroll processing, tax tracking and payment, retirement contributions, deferred contribution, other employee deductions, and manage position control. SBCTA utilizes Eden as a financial accounting system, to collect employee timekeeping information and for other uses. SBCTA collects employee timekeeping information and sends it to the County for payroll processing services. Three SBCTA employees are partly dedicated to managing payroll. Omnitrans utilizes SAP ERP and Kronos, for timekeeping, payroll and other functions. Therefore, any consideration of eliminating the current Omnitrans SAP ERP system should also consider impacts listed in many other areas of this report. This "Payroll" section solely focuses on the payroll functions.

When considering the total impacts due to integrating the payroll function, it is important to note the wider implications of the potential consolidation of payroll systems, as they tie to how employee benefits are administered. There must be an alignment of where the benefits are administered and which payroll system is processing payroll. Note also that changes to payroll management will require engaging with the respective unions that currently manage benefit plans for Omnitrans' represented employees.

The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential opportunity to consolidate payroll functions into one of the two systems. In addition, there would be a potential cost to make changes in one system to accommodate the timekeeping functions of the other agency. For the purposes of this chapter, three scenarios were evaluated:

- 1. One aligned payroll system using the County's system
- 2. One payroll system under the Omnitrans payroll system
- 3. Maintain two separate payroll and benefits functions through the use of a public non-profit benefits corporation, such as the one the Los Angeles County Metropolitan Transportation Authority established in 1993 and still utilizes

This analysis found a range in costs from an increase of approximately \$310,000 annually for aligning the payroll systems using the current County system, to an increase of approximately \$10,000 annually for using the Omnitrans payroll system. In addition, Scenario 1 would require an initial one-time cost of approximately \$550,000 to configure Omnitrans current system to provide inputs for the County's system, and to configure the County's system to accommodate these inputs. Scenario 2 would require that former SBCTA employees have access to health plan benefits through Omnitrans rather than through the County of San Bernardino. Additionally, due to the high cost of having the County process payroll for the far larger workforce of former Omnitrans employees, Scenario 3 may make the most sense, strictly from a financial and feasibility perspective. Figure 8 is a graphical representation of the three scenarios described above.

Figure 8: Payroll Function Summary Financial Analysis

Total Annual Payroll Costs	Existing	Scenario I	Scenario 2	Scenario 3
SBCTA - Payroll Costs	\$120,000	\$120,000	\$50,000	\$120,000
Omnitrans - Payroll Costs	\$360,000	\$670,000	\$440,000	\$360,000
Total Combined Payroll Costs	\$480,000	\$790,000	\$490,000	\$480,000
Annual (Savings) / Cost Increases over Existing	N/A	\$310,000	\$10,000	\$0
One-Time Cost	N/A	\$550,000	\$0	\$50,000

Note that Scenario 2 shows no one-time costs to modify SAP to incorporate SBCTA payroll because one-time costs to modify SAP to accommodate SBCTA business needs, including payroll, are covered under the IT section. Scenario 3 shows a one-time cost of \$50,000 to set up a public non-profit corporation.

AppendixA-4 includes the assumptions, approach, and data used for the above analysis.

#### 2.3.3 RISK MANAGEMENT

Risk considerations and requirements for transit operators are considerably different from those of an administrative agency. Currently, Omnitrans' general liability is handled through the CalTIP Joint Powers Agreement (JPA) and administered by Sedgwick (formerly York). Omnitrans is self-insured up to \$100,000. Omnitrans current casualty and liability insurance costs are budgeted at approximately \$9 million with CalTIP and other insurance providers. Omnitrans has a third-party administrator for workers' compensation. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found the consolidated agency would need to adjust risk management practices and liability insurance levels to match the risk portfolio of transit service operator. Thus, if consolidation were to occur, SBCTA would have to absorb Omnitrans' coverage limits. This would significantly increase SBCTA's current \$5 million coverage limit to \$25 million to cover the increase in risk associated with extensive public transit operations. Costs would likely be similar to the combined costs of the two agencies currently.

For the purposes of analysis in this chapter, one scenario was evaluated:

1. The consolidated agency procures a new combined liability policy on the open market

SBCTA and Omnitrans staff have discussed this scenario with their insurance broker, who has stated that there would be no savings from consolidating the insurance policies of the two agencies. Cost savings could only be achieved by testing the open insurance market.

Figure 9: Estimation of Annual Liability Insurance Costs

Total Risk Management Costs	Existing	Scenario 1
SBCTA Risk Management Costs	\$300,000	\$300,000
Omnitrans Risk Management Costs	\$9,100,000	\$9,100,000
Total Combined Risk Costs	\$9,400,000	\$9,400,000
Annual Savings/Cost Increases over Existing	N/A	\$0

Appendix A-5 includes the assumptions, approach, and data used for the above analysis.

#### 2.3.4 FTA DIRECT RECIPIENT STATUS

Omnitrans is a direct recipient of FTA funds, which provides authority to receive non-discretionary federal funds. SBCTA is a sub-recipient of FTA funds, which means SBCTA cannot receive non-discretionary funds directly from FTA, but may receive from Omnitrans as pass-through funds. SBCTA and Omnitrans have a master agreement that provides the general requirements of this sub-recipient relationship. Both agencies develop project-specific supplemental agreements as projects that require FTA funding arise.

Under a complete consolidation, SBCTA would need to become a designated FTA funds recipient, so that, among other duties, its Board can approve grant requests, receive grant funding, and approve submission of annual certifications and assurances. These functions, currently handled by Omnitrans, would now become functions of the consolidated agency. While most of the functions of a direct-recipient agency are currently provided by the separate agencies and would continue by the same or similar functions, there would be a one-time conversion to designate SBCTA as a direct FTA funds recipient. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential initial cost to establish the consolidated agency as the FTA funds direct recipient. For the purposes of analysis in this chapter, one scenario was evaluated:

#### 1. SBCTA is established as a direct recipient of FTA funds

The analysis, as summarized in Figure 10, shows a one-time cost of approximately \$204,000 to establish SBCTA as an FTA direct recipient. Most of these costs are associated with the effort to develop, introduce, advocate for, and pass state legislation amending SBCTA's authority to include direct transit operations. The cost appraisal was based on a previous SBCTA legislative effort for SB 1305 and would vary based on the current political climate and legislative priorities. Other smaller cost impacts would result from one-time efforts to amend current FTA grants held by Omnitrans to show SBCTA as the recipient, as well as updates to the annual Certifications and Assurances processes to reflect SBCTA as the certifying entity. Staff already employed by SBCTA and Omnitrans and consultants paid in a lump sum every year will perform the effort. As such, all costs to establish SBCTA as a direct recipient of FTA funds are sunk costs. If a complete consolidation is selected, additional staff and work planning should be reviewed to adequately ensure focus on the legislative effort alongside other duties. This analysis does not include the cost of the work for sub-recipient monitoring as it was estimated to have very minimal impact.

Figure 10: FTA Direct Recipient Establishment Costs

Costs to establish FTA Direct Recipient Status	Existing	Scenario 1
Legislative Costs SBCTA Staff	\$0	\$180,000
Legislative Costs Consultants	\$0	\$14,000
Grant Amendment Efforts (staff)	\$0	\$6,000
Certifications and Assurances Effort	\$0	\$4,000
Total Combined Effort Costs	<b>\$0</b>	\$204,000
Net Total (Excluding Staff Costs)	<b>\$0</b>	\$0
One-Time Net (Savings)/Cost Increases over Existing	N/A	\$0

Appendix A-6 includes the assumptions, approach, and data used for the above analysis.

#### 2.4 PEOPLE COSTS

The "People Cost" functional area poses several opportunities and challenges in a complete consolidation because both agencies compensate employees using different factors and benefits. Functional areas identified for a detailed financial analysis are Retirement Systems, Job Classification, and Employee Benefits.

#### 2.4.1 EMPLOYER RETIREMENT COSTS

The largest financial impact from a potential consolidation stems from employer participation costs to retirement systems. In addition, this function requires careful consideration of legal impacts and likely impacts to employees' morale and productivity. Omnitrans' employees participate in CalPERS, and SBCTA employees participate in SBCERA. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found a potential for a significant cost impact in transitioning to a retirement system for the current and future employees of a consolidated agency, depending on the scenario chosen.

For the purposes of the order of magnitude financial analysis in this chapter, five scenarios were initially considered.

- 1. All employees in the consolidated agency would be enrolled in CalPERS (transferring all SBCTA employees to CalPERS): with the termination of SBCTA's SBCERA plan, SBCTA's unfunded liability rises significantly due to the change in the investment rate of return. SBCTA employees transferred to CalPERS after termination of the SBCERA plan will receive two pensions when they retire, one from SBCERA for the period worked while under that plan, and one from CalPERS for future work.
- 2. All employees enrolled in SBCERA (transferring all Omnitrans employees to SBCERA): with the termination of Omnitrans' CalPERS plan, the unfunded liability rises significantly due to the change in the investment rate of return. Omnitrans employees

transferred to SBCERA after termination of the CalPERS plan will receive two pensions when they retire, one from CalPERS for the period worked while under that plan, and one from SBCERA for future work.

- 3. All employees in the consolidated agency would be enrolled in CalPERS (transferring all SBCTA employees to CalPERS) with a transfer of assets from SBCERA to CalPERS. SBCTA employees transferred to CalPERS will receive only one pension when they retire, from CalPERS. Transfer is retroactive to the date at which they started working at SBCTA. A termination payment may be due for those members that are already retired from SBCERA and some payment/credit may be also due to/received from CalPERS if the assets transferred from SBCTA are not enough/too much to keep the plan funded at the same level.
- 4. All employees in the consolidated agency would be enrolled in SBCERA (transferring all Omnitrans employees to SBCERA) with a transfer of assets from CalPERS to SBCERA. Omnitrans employees transferred to SBCERA will receive only one pension when they retire, from SBCERA. Transfer is retroactive to the date at which they started working at Omnitrans. A termination payment may be due for those members that are already retired from CalPERS and some payment/credit may be also due to/received from SBCERA if the assets transferred from CalPERS are not enough/too much to keep the plan funded at the same level.
- 5. All employees stay in their current retirement plan by placing one group under a public non-profit corporation. A mix of options exists under this scenario, with new employees enrolling either in CalPERS or in SBCERA (a single option), or new non-represented hires entering SBCERA, and new represented hires entering CalPERS.

Actuarial analyses will be required in order to estimate any savings/cost increases associated with changing retirement systems under each of these scenarios. For every scenario, SBCERA and CalPERS will each have to perform a section of the actuarial analysis. The cost for analyzing a scenario was estimated at \$40,000. The analysis may take up to eight weeks to complete after the information is shared between the two retirement systems.

Considering the significant cost and time to complete these analyses, this report only presents descriptive information on the differences between the plans per the latest CAFR or actuarial report available, i.e. the levels of contribution and unfunded liability contribution and the costs to terminate Omnitrans' CalPERS plan, related to scenarios 1 and 2. Note that pension liability amounts most likely have increased due to the recent investment losses suffered by both retirement systems. Figures below are for reference only. Actuarial analysis will be required to obtain estimates. Note also that the figures shown below include all employees' salaries and wages for Omnitrans and SBCTA, in contrast to the benefits analysis.

The retirement analysis was based on FY 2020 salaries and does not account for salary and wage increases. Existing cost data used are from information provided by SBCTA and Omnitrans and presented in the Task 1.2 chapter. To calculate the annual employer costs for the combined agencies, the current costs were converted to a percentage of annual salaries. In addition to the employer-paid retirement costs for each employee, "catch-up" payments are due to each retirement system to address the unfunded pension liability. These percentage factors were then used against the salaries of each of the agencies to calculate relative retirement system cost impacts under the two scenarios. Using this method, the current SBCTA annual employer retirement cost for active employees is approximately \$3 million. For Omnitrans, the current annual employer retirement cost for active employees is approximately \$6 million. The primary drivers of this cost differential are that SBCERA's percentage paid to retire the unfunded pension liability was significantly higher than CalPERS, at 26.80% vs. 5.61%, respectively.

The differences between the two plans are the following (source: SBCERA Plan Provisions vs CalPERS Plan Provisions Memorandum):

- Items included in compensation: SBCERA allows more items to be included in final compensation numbers than CalPERS
- Assumed salary increases are greater with SBCERA
- Amortization horizons on changes to the UAAL are different (currently 20 years for SBCERA and 30 years for CalPERS, subject to change). SBCERA has used closed amortization layers, while CalPERS has reset amortization in recent history. In theory, this treatment causes a lower UAAL payment in the near future, but allows it to linger longer
- Disability benefits are potentially higher with the SBCERA plan than they are with CalPERS
- Death benefits are higher with SBCERA
- Benefit formulas are calculated differently

To conduct the analysis for Scenario 1, the retirement factors of CalPERS were applied to SBCTA's salaries. Scenario 1 results in a decrease of annual employer retirement costs due to the lower combined contribution rate (regular employer contribution rate plus rate for "catch up" payments). However, the estimate for the one-time cost of the SBCTA unfunded liability if SBCERA determines their plan has been terminated is higher than \$100 million. Note that this high-level estimate is provided for reference only. SBCERA's methods to estimate the termination liability are likely to differ from CalPERS. Essentially, "the effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination." Finally, costs may be incurred to ensure that no employee is unfairly impacted by the plan termination, with respect to vesting period, eligibility to retirement, among other plan features.

Scenario 2 was calculated similar to Scenario 1, but with all employees participating in SBCERA. Scenario 2 also results in a decrease of annual employer retirement costs due to the lower combined contribution rate (regular employer contribution rate plus rate for "catch up" payments). Also included is the estimate (as of July 2019) for the one-time cost of the Omnitrans unfunded liability if CalPERS determines their plan has been terminated. In addition, costs may be incurred to ensure that no employee is unfairly impacted by the plan termination, with respect to vesting period, eligibility to retirement, among other plan features. Figure 11 below highlights the various retirement systems under the two aforementioned scenarios.

Figure 11: Estimation of Employer Retirement Costs Under Two Scenarios

Total Retirement Systems Costs	Existing	Scenario 1	Scenario 2
SBCTA - Retirement Systems Costs (high-level estimates)	\$2,900,000	\$800,000	\$2,900,000
Omnitrans - Retirement Systems Costs (high-level estimates)	\$6,300,000	\$6,300,000	\$4,100,000
Total Combined Retirement Systems Costs (high-level estimates)	\$9,200,000	\$7,100,000	\$7,000,000
For reference only: termination costs based on CalPERS' termination costs of hypothetical termination liability	N/A	\$104,000,000	\$174,000,000

Appendix A-7 includes the assumptions, approach, and data used for the employer-paid retirement cost analysis.

#### 2.4.2 JOB CLASSIFICATIONS

#### STAFF DUPLICATION

In a potential consolidated agency, positions must be adjusted and perhaps amalgamated. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found possible salary and benefit savings through the elimination of staff redundancy. As mentioned in the preceding reports, there are few areas of functional overlap or duplication, thus very little duplication of staff was identified in this financial impact analysis. For the purposes of analysis in this chapter, several alternatives were analyzed for each potential position. Taken together, this develops a range of potential financial impacts to consider in future staffing discussions. The range of potential staffing options include eliminating up to nine positions and adjusting the classifications of up to four positions. When considering the number of FTE in the current agencies, this represents approximately 1% of the total FTE. As shown in Figure 12, this results in a range of savings between \$500,000 and \$1,875,000 annually.

Figure 12: Staff Duplication Cost Summary

Total Costs	Existing	$O_{I}$	tion .	1
SBCTA Subtotal	\$2,625,000	\$2,700,000	to	\$4,075,000
Omnitrans Subtotal	\$1,950,000	\$2,700,000	to	\$4,073,000
Total Costs	\$4,575,000	\$2,700,000	to	\$4,075,000
Annual (Savings)/Cost Increases over Existing	N/A	(\$1,875,000)	to	(\$500,000)

In conducting the analysis, it was again clear there are few areas of redundancy in a consolidated organization, due to the limited areas of functional overlap. Positions considered for potential alignment are primarily in the shared service areas supporting both agencies.

It is critical to stress that this analysis solely provides a range of potential savings. Therefore, staffing decisions should be made with the long-term health and viability of the consolidated agency in mind, and in a process that involves participation from staff to ensure a deep understanding by decision-makers of the advantages and disadvantages of each decision. The analysis process typically would occur after the decision to form a consolidated agency, and ideally, in conjunction with a strategic plan or other similar effort to ensure position planning is based on the work of the position, team, and in conjunction with overarching agency goals.

Not addressed in this analysis is the exact form of a final organizational chart. Similar to identifying any potential changes to positions, discussions of changes to an organizational chart and reporting structure should be completed after a decision to consolidate is made and with an established vision for the future consolidated agency. Designing the new organizational chart and reporting structure should be completed with open communication regarding opportunities and challenges with potential changes in any team reporting structure.

#### STANDARDIZED STAFF CLASSIFICATION

SBCTA and Omnitrans each have their own job classification systems and associated salary ranges for each position. While many of the positions at Omnitrans are unique since they involve direct bus operations or maintenance, several positions in the administrative areas are similar between the two agencies and, in some cases, even have the same or similar job titles.

This analysis is intended to estimate the annual financial impact from the potential consolidation of all job classifications into one system. For the purposes of this analysis, it was assumed that, in the event of a consolidation, staff in similar positions would need to be on the same salary range. It was further assumed that no individual's salary would be diminished as a result of consolidation. For the purposes of analysis in this chapter, one scenario was evaluated:

 Under a consolidated agency, the creation of a single job classification system covers all employees of the consolidated organization

Figure 13 summarizes the total estimated financial impact from the Standardize Staff Classification analysis.

Figure 13: Standard Job Classification Cost Summary

Total Costs	Existing	Standardized Classification
SBCTA Subtotal	\$1,500,000	\$3,150,000
Omnitrans Subtotal	\$1,250,000	\$5,130,000
Total Costs	\$2,750,000	\$3,150,000
Annual (Savings)/Cost Increases over Existing	N/A	\$400,000

The analysis estimates that there would be a net increase of approximately \$400,000 in salary costs resulting from the alignment of job classifications between the two agencies.

The analysis only calculated the affected positions salary changes in case of a consolidation. As such, only the additional costs of bringing these affected positions to the consolidated agency's classification level was determined.

# COMBINED FINANCIAL IMPACT OF STANDARDIZED STAFF CLASSIFICATION AND EXECUTIVE STAFF DUPLICATION

The overall financial impact of the "Job Classifications" functional area ranges from saving \$1,475,000 to \$100,000 annually for both duplication of staff and aligning classifications. As mentioned above, it is unlikely that all reductions would occur to achieve the lowest end of the range, as specific positions and organizational reporting decisions should be evaluated based on workload and the overall needs of the consolidated agency. The ranges presented below should be considered as a range of potential financial impact.

Figure 14 summarizes the total estimated financial impact from the Job Classification analysis.

Figure 14: Job Classification Cost Summary

Total Costs	Existing	Duplication	Standardization	TOTAL
SBCTA Subtotal	\$4,125,000	\$2,700,000 to \$4,075,000	\$3,150,000	\$5,850,000 to \$7,225,000
Omnitrans Subtotal	\$3,200,000	\$2,700,000 to \$4,073,000	\$3,130,000	φ3,830,000 to φ1,223,000
Total Costs	\$7,325,000	\$2,700,000 to \$4,075,000	\$3,150,000	\$5,850,000 to \$7,225,000
Annual (Savings)/Cost Increases over Existing	N/A	(\$1,875,000) to (\$500,000)	\$400,000	(\$1,475,000) to (\$100,000)

Note that changes to benefits and retirement will change the range of results presented in this analysis.

Appendix A-8 includes the assumptions, approach, and data used for the analysis found in this Job Classification section.

#### 2.4.3 EMPLOYEE BENEFITS

SBCTA and Omnitrans have different employee benefits programs, each specific to their history and labor agreements. In a potential consolidated agency, benefits packages typically are aligned at the agency level. In addition to retirement benefits, employee benefits include medical, vision, and dental insurance, disability and life insurance, paid time off accruals, deferred compensation plans, and other non-compensation employee benefits. Currently, these non-retirement benefits are administered separately by the County of San Bernardino and Omnitrans for SBCTA and Omnitrans, respectively. Appendix A-7 provides the specific details of Employee Benefits provided by each Agency, which are summarized here in Figure 15.

The analysis shown below includes all employees' salaries and wages for SBCTA but only unrepresented employees for Omnitrans, in contrast to the retirement analysis. Bargaining units are excluded from the analysis since they are covered by labor agreements.

Figure 15: Comparison of SBCTA and Omnitrans Employee Benefits

	SBCTA	<i>OMNITRANS</i>
VACATION LEAVE(DAYS)	10 (0-4 YOS)	10 (1-5 YOS)
	15 (5-9 YOS)	15 (5-10 YOS)
	20 (>9 YOS)	20 (10-20 YOS)
		25 (>20 YOS)
SICK LEAVE (DAYS)	12	12
HOLIDAY LEAVE (DAYS)	13	11
ADMINISTRATIVE LEAVE*(DAYS)	5	0

YOS: Years of Service

The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found that aligning employee benefits will have an impact on agency labor costs.

For the purposes of analysis in this chapter, two options were evaluated to consolidate benefits for SBCTA's staff and Omnitrans' unrepresented staff. These options can be considered separately or jointly:

- 1. Option 1: Medical Plans
- 2. Option 2: Main Non-Medical Benefits

#### Option 1:

Scenario 1: Switch 65 SBCTA employees to Omnitrans health benefit package

Scenario 2: Switch Omnitrans' 123 unrepresented employees to SBCTA health benefit package

Each scenario presents maximum cost savings and maximum cost increases due to switching staff from one health benefit package to the other, compared to the current trend. Given the uncertainty linked to the decisions of opting in or out the plan, selecting a plan, and

<sup>\*</sup> only provided to professional staff and not all staff receive this benefit.

deciding how many members of a household will be covered by the plan, a range of costs provides more reasonable estimates than specific amounts. The range of costs of Scenario 1, switching 65 SBCTA employees to Omnitrans health benefit package, is significantly larger than the range of costs of Scenario 2, switching Omnitrans' 123 unrepresented employees to SBCTA's health benefit package. This is due to the fact that while Omnitrans' opt-out subsidy (\$3,000) is lower than SBCTA's (\$8,473), Omnitrans' employer subsidy reaches much higher potential levels than SBCTA, at almost \$21k.

Note that health insurance costs may increase due to the current health crisis. Figures below are for reference only. Actuarial analysis will be required to obtain estimates. Note also that this range assumes that costs will remain the same for healthcare plans. In practice, costs will change when the population of eligible employees changes. The midpoint average is for reference only.

#### Option 2:

Scenario 1: SBCTA employees receive Omnitrans benefit package other than health Scenario 2: Omnitrans employees receive SBCTA benefit package other than health

The analysis was based on FY 2020 salaries and does not account for salary and wage increases. Existing cost data used are from information provided by SBCTA and Omnitrans and presented in the Task 1.2 chapter. In contrast to Option 1 regarding the health benefit package, it was possible to determine more precisely the costs of each scenario, based on the current staff and positions of each organization. Scenario 1, switching SBCTA employees to the Omnitrans benefit package other than health, is estimated to result in cost savings of \$700k per year. Scenario 2, switching Omnitrans employees to the SBCTA benefit package other than health, is estimated to result in cost increases of \$800k per year.

Beyond the scenarios presented here for medical and non-medical benefits, the consolidation of SBCTA and Omnitrans could be accompanied by the creation of a public non-profit corporation, which would allow all employees to keep their existing benefits. The cost of creating a public non-profit corporation cost is included in the payroll analysis. The consolidated organization would then offer to its new unrepresented employees the Omnitrans benefits package, the SBCTA benefits package, or a combination of the two. Healthcare costs would vary between \$3,000 and \$20,921 for each new employee if the Omnitrans package were used, and between \$8,473 and \$13,318 if the SBCTA package were used. Non-medical benefits could be a combination of both packages, and could still depend on the position for certain benefits such as communication allowance, car allowance and administrative leave.

Figure 16 highlights the medical and non-medical benefits across the two established scenarios.

Figure 16: Estimation of Annual Employee Benefit Costs Under Two Options, Each Including Two Scenarios

	Option 1 - Medical Plans		Option 2 - Non-Medical Benefits		cal Benefits	
Total Employee Benefits Costs	Existing	Scenario 1	Scenario 2	Existing	Scenario 1	Scenario 2
Average Trend - SBCTA	\$780,000	\$0	\$0	\$940,000	\$220,000	\$940,000
Average Trend - Omnitrans	\$1,620,000	\$0	\$0	\$170,000	\$170,000	\$1,000,000
Total Average Trend Employee Benefits Costs	\$2,400,000	<b>\$0</b>	\$0	\$1,110,000	\$390,000	\$1,940,000
Maximum Cost Savings	N/A	(\$580,000)	(\$580,000)	N/A	(\$710,000)	N/A
Maximum Cost Increases	N/A	\$580,000	\$10,000	N/A	N/A	\$830,000
One-time (Savings)/Cost	N/A	N/A	N/A	N/A	(\$140,000)	\$210,000

Appendix A-9 includes the assumptions, approach, and data used for the above analysis.

#### 2.5 OTHER SHARED SERVICES

Other support functions include: policy and legislative affairs, IT, security, marketing, social media, community outreach, and advertising, as well as telephone systems and information. Opportunities and challenges that arise from consolidating these support functions largely depend on the degree of similarity of each function at each agency. The functional areas identified for a detailed financial analysis are Information Technology and Security.

#### 2.5.1 INFORMATION TECHNOLOGY

The function-specific IT systems of each agency have little cross-over and few opportunities for efficiencies. The Omnitrans IT system supports bus operations and maintenance, manages technology of bus systems, surveillance, data storage, regional network infrastructure, route optimization, and asset management; whereas, SBCTA's technology supports document management, capital project management, travel demand modeling as well as a rideshare management and online reporting system. However, there are commonalities in the basic financial system functions of: accounting, accounts payable, accounts receivable, and general ledger, among others. This analysis examined the alignment of a single financial accounting platform for the consolidated agency.

#### **ENTERPRISE FINANCIAL SYSTEMS**

As mentioned in Section 2.3.1, consolidating the agencies would require a common platform for the traditional accounting functions. SBCTA is currently assessing replacement of its financial management system (EDEN), and Omnitrans holds an SAP Enterprise software system containing modules that, with some modification, could potentially support SBCTA's financial needs. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found that, if consolidation were to occur, this integration of financial management software systems could potentially achieve lower overall costs as opposed to the acquisition of a completely new system for the consolidated agency. Omnitrans has invested heavily in the customization of their SAP system and its integration with other operations-supporting systems such as Trapeze.

For the purposes of the financial analysis conducted for this chapter, one scenario was investigated:

1. Utilize Omnitrans existing SAP ERP system as the financial management system for the potential consolidated agency.

WSP interviewed two IT experts within the consultancy who determined Scenario 1 would require far lower expenditures than replacing the entire financial system covering both agencies. Scenario 1 would also make the best use of the significant investment Omnitrans has already made in customizing SAP for its tailored needs. Both experts stated that SAP is one of the leading providers of enterprise-level financial systems.

Under Scenario 1, two types of cost impacts would likely be observed: (1) a small reduction to SBCTA and Omnitrans' combined annual operating costs; and (2) a one-time system modification cost estimated to range between \$250,000 and \$1,000,000. Scenario 1 would result in annual operating savings of approximately \$40,000 annually, which nets the current support cost for SBCTA's existing EDEN financial system.

Figure 17 indicates the cost differentials in existing Information Technology systems across both agencies.

**Figure 17: Information Technology Cost Summary** 

Total Information Technology Costs	Existing	Scenario 1
SBCTA - IT Costs	\$690,000	\$650,000
Omnitrans - IT Costs	\$3,490,000	\$3,490,000
Total Combined IT Costs	\$4,180,000	\$4,140,000
Net Total (Excluding Staff Costs)	\$2,610,000	\$2,570,000
Annual Savings/Cost Increases over Existing	N/A	(\$40,000)
One-Time System Modification Cost	N/A	\$250,000 to \$1,000,000

Appendix A-10 includes the assumptions, approach, and data used for this Information Technology analysis.

#### 2.5.2 SECURITY

Both agencies have contracts for private security services at various facilities. As a transit service provider, Omnitrans manages a transit security program. SBCTA contracts with a property manager that hires a security firm to provide security to the Santa Fe Depot and parking lots, and with Omnitrans to provide security services for the SB downtown crew house. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found that security represents a small opportunity to consolidate the management of the security contracts. For the purposes of analysis in this chapter, one scenario was evaluated:

1. One security contract covering the needs of the consolidated agency

The financial analysis found no significant savings from the consolidation of security contracts into one, though would provide administrative ease for all security services to be merged into one agreement in the consolidated agency. There are negligible opportunities for savings due to the existing contracts being in conjunction with facilities management work, and a significant amount of the cost is specifically due to labor-hours for security guards. The overheads for each contract are likely a percentage of the hourly rate for security guards, thus overhead would remain the same with one larger contract, as opposed to two smaller contracts. Consolidating two contracts is therefore unlikely to change the number of hours or the wages for the security guards.

Figure 18 highlights the contract prices for security services across both agencies.

Figure 18: Security Cost Summary

Total Security Payroll Costs	Existing	Scenario 1
SBCTA	\$230,000	\$230,000
Omnitrans	\$1,600,000	\$1,600,000
Total Combined Security Costs	\$1,830,000	\$1,830,000
Net Total Cost (Excluding Staff Cost)	\$1,830,000	\$1,830,000
Annual (Savings) / Cost Increases over Existing	N/A	\$0

Appendix A-11 includes the assumptions, approach, and data used for the above analysis.

#### 2.6 BOARD OF DIRECTORS/COMMITTEES

#### 2.6.1 BOARD OF DIRECTORS/COMMITTEES

SBCTA's Board of Directors consists of 29 individuals who meet once a month. In addition, SBCTA recently formed the Legislative Policy Committee composed of 7 members who will meet on an as needed basis. SBCTA's Board has four committees comprised of 12 of the 29 members each, whom also meet once a month. Board members receive attendance stipends for each meeting they attend, not to exceed \$400 a month, combined with \$100 for attendance to San Bernardino Council of Governments Board of Directors meeting.

Omnitrans has 19 Board members who meet once a month. Omnitrans' Board has four committees comprised of six to eight members. Two committees meet monthly and the other two committees meet quarterly. Board members receive attendance stipends for each meeting they attend. The Evaluation of Functional Areas in a Complete Consolidation (1.4B) chapter found potential time and cost savings from consolidation into one Board and committee structure.

In a potential complete consolidation, the legal basis for the Omnitrans Board would be dissolved. For the purposes of the analysis in this chapter, it is assumed that the SBCTA Board would absorb all the current duties of the current Omnitrans Board with the following two scenarios:

- 1. SBCTA Board handles all Board functions; an existing SBCTA Committee handles all transit operations issues
- 2. SBCTA Board handles all Board functions; a new Transit Operations Committee handles all transit operations issues

The financial analysis considered these scenarios and found savings in a consolidation of the boards and committees for both scenarios, with savings of \$65,000 annually if an existing SBCTA committee handles all transit operations issues, and \$50,000 in annual savings if transit operations issues are handled by a newly established "Transit Operations" committee. The analysis used the required stipend/meeting and mileage reimbursements to calculate a reduced total expense for the consolidated meetings. The savings due to a consolidated board are nominal when compared with the operating budget of either agency or other impacts analyzed in this report. Note that total costs include agency executive staff time, which are sunk costs. As a result, net costs excluding staff costs are calculated, and savings are based on said net costs.

Figure 19 details the two scenarios of future board costs, while highlighting current conditions across the two agencies.

Figure 19: Board of Directors/Committees Financial Analysis Summary

Total Board Costs	Existing	Scenario 1	Scenario 2
SBCTA & Omnitrans Board/Committee	\$215,000	\$150,000	\$150,000
SBCTA & Omnitrans Staff	\$30,000	\$5,000	\$5,000
New Transit Operations Committee	\$0	\$0	\$15,000
Total Cost	\$245,000	\$155,000	\$170,000
Net Total Cost (Excluding Staff Costs)	\$215,000	\$150,000	\$165,000
Annual (Savings)/Cost Increases over Existing	N/A	(\$65,000)	(\$50,000)

The summary of the financial analysis can be found in Appendix A-12 includes the assumptions, approach, and data used for the above analysis.

In addition to the savings generated by consolidating the board functions, there would be additional costs associated with implementing the legal framework for these board functions. The overall costs for this legal framework are integrated into the establishment of SBCTA as a direct fund recipient and, therefore, are included in the detailed analysis in Section 2.3.4, FTA Direct Recipient Status.

# **APPENDIX A**

APPROACH, ASSUMPTIONS AND DATA

#### **APPENDICES**

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# **APPENDIX**

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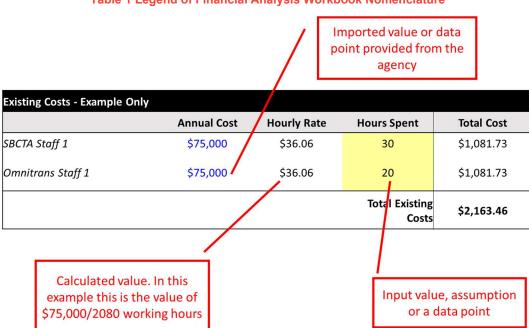
#### SUPPORTING DOCUMENT

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# **APPENDIX**

# FINANCIAL ANALYSIS STRUCTURE

The financial analysis employs specific nomenclature that defines each data point or value used in the analysis. Table 1 is an example of how the financial analysis is structured.



**Table 1 Legend of Financial Analysis Workbook Nomenclature** 

Figures presented in the summary analysis throughout in the main body of the report are rounded for order of magnitude. This appendix contains the detailed tables and assumptions for each section, and figures in the appendix are not rounded.

# A-1 Facilities Management

Approach 1, Facilities Management lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in Section 2.1.1, Facilities Management.

#### **Approach 1, Facilities Management Function**

Scenarios	<ol> <li>Eliminate SBCTA facilities contract and expand Omnitrans staff to perform these functions</li> <li>Maintain/expand SBCTA contracts to cover all facilities</li> </ol>
Assumptions	Any change in facilities management or staffing would occur longer-term and not immediately upon consolidation. (e.g., more than 1 year out as contracts expire or staff positions are eliminated)  Security and Stops & Zones are excluded.  A range of contract margins is used to test sensitivity.
Approach	<ul> <li>Detail the current costs of facility management for each agency and the services. Outline what contracts they have for services (with expiration dates) and what personnel is involved.</li> <li>Develop a spreadsheet with expiration dates and annual contract costs for all current SBCTA Facilities maintenance contracts</li> <li>Add to spreadsheet the estimated cost of additional Facilities personnel over time</li> </ul>
Data Used	<ul> <li>Current number of staff in facilities management functions and their pay</li> <li>Current contracts for facilities management</li> <li>Identify the duties and functions of management functions</li> <li>Identify if any of this work is performed by union employees if they are protected.</li> <li>Identify workload/capacity.</li> </ul>

#### THE FOLLOWING TABLES SHOW THE DATA BEHIND THE ANALYSIS.

Existing Assets & Maintenance: Facilities Management Costs - Both Agencies

Facilities maintenance costs include maintenance contracts for both agencies' facilities (25 contracts for Omnitrans, three contracts for SBCTA). In addition to these contracts, Omnitrans also has 11 maintenance staff and two staff in maintenance management functions. Omnitrans maintains five facilities, while SBCTA maintains two facilities, including the Santa Fe Depot Building.

# **APPENDIX**

#### **Existing Costs 1, Facilities Management**

	Units / Constants	Annual Cost (including benefits for Staff)	Total Annual Costs
SBCTA			
Current staff in facilities management functions and their pay <sup>1,2</sup>			
Management Analyst II	0.4	\$139,724	\$55,889
Deputy Executive Officer	0.02	\$336,271	\$6,725
Chief of Transit	0.02	\$238,981	\$4,780
Current facilities maintenance staff (excluding management, Stops and Zones)	0	\$0	\$0
		Subtotal - Staff	\$67,395
Current contracts for facilities management net of utilities and management fees <sup>3</sup>	2	\$1,141,350	\$1,141,350
Value of security services for one year in Santa Fe Depot Station/Offices (including		\$230,000	\$230,000
margin and overhead)		\$911,350	
Value of facility management contracts net of security services Current number of facilities <sup>5</sup>	2	\$911,350	\$911,350
Future number of facilities	2		
Subtotal -	Contracts net of security,	utilities, management fees	\$911,350
		Subtotal - SBCTA	\$978,745
Omnitrans			
Current staff in facilities management functions and their pay <sup>1,2</sup>			
Facility Manager	1	\$160,269	\$160,269
Facility Supervisor	1	\$123,321	\$123,321
Current facilities maintenance staff (excluding management, Stops and Zones)			
Building Maintenance Mechanic	7	\$86,092	\$602,642
	4	\$53,413	\$213,653
Custodian			
Custodian		Subtotal - Staff	\$1,099,885
	25	Subtotal - Staff \$1,479,767	<i>\$1,099,885</i> \$1,479,767
Current contracts for facilities management <sup>3</sup>	25 5		
Current contracts for facilities management <sup>3</sup> Current number of facilities <sup>5</sup>			\$1,479,767
Custodian  Current contracts for facilities management <sup>3</sup> Current number of facilities <sup>5</sup> Future number of facilities	5		
Current contracts for facilities management <sup>3</sup> Current number of facilities <sup>5</sup>	5	\$1,479,767	\$1,479,767

Scenario 1: Eliminate SBCTA facilities contract and have Omnitrans staff perform maintenance

SBCTA facilities are managed by three staff – Management Anaylst II, Deputy Executive Officer and Chief of Transit. SBCTA uses two maintenance contracts for the Santa Fe Depot Building that cover activities that could be performed by Omnitrans staff. Note that SBCTA also has a specific EV charger maintenance contract excluded from this estimation, since those are specialized skills that Omnitrans building mechanic staff are assumed not to have.

The analysis aims to determine how many equivalent work hours of Omnitrans staff would need to perform to maintain the Santa Fe depot and other maintenance work under SBCTA's two maintenance contracts (excluding security, utilities and management fees). The maintenance contracts are assumed to operate on an average margin percentage (10%) and overhead percentage (25 to 35%) for the building maintenance and management industry. This 35% percentage assumes that building maintenance contracting is a low

overhead activity, but it includes healthcare and benefits costs (lower in the private sector) as well as management of maintenance employees. The contract value is also assumed to include 10% of its value for outside specialized subcontractors (e.g., roofers, electricians), and another 10% for materials and supplies. Margin (or fee) is assumed to apply to outside specialized subcontractor's costs and materials and supplies, but not overhead. To test sensitivity, two assumptions for margin and overhead rates were used. Based on the range of margin rates, the potential range of financial impacts for Scenario 1 extends from savings of \$10,000 to an increase of \$150,000 a year.

#### A-1-1a Facilities Management - Scenario 1a, High Margin Assumption

Scenario 1a: Eliminate SBCTA facilities contract and have Omnitrans staff perform n	naintenance / High-Mai	•	
		Annual Cost (including	
	Units / Constants	benefits for staff)	Total Annual Cost
BCTA			
Staff Costs:			
Management Analyst II	0.40	\$139,724	\$55,889
Deputy Executive Officer	0.02	\$336,271	\$6,725
Chief of Transit	0.02	\$238,981	\$4,780
		Total Cost of SBCTA staff	<i>\$67,395</i>
Contract Costs:		****	40
Subtotal - Contracts net of security, utilities, management fees		\$911,350	\$911,350
Specialized contract: Maintenance of EV Chargers at SBCTA Office Parking lot		\$45,000	\$45,000
Value of SBCTA maintenance contracts net of specialized contract		\$866,350	\$866,350
Assumptions to determine number of FTEs needed to cover SBCTA's maintenance conti			
Margin assumption (not included in Property Management Fee)	10%		
Value of services and materials without margin		\$787,591	\$787,591
Material and Supplies Allowance Percentage	10%		
Specialized repair contractors	10%		
Total Value of Labor for SBCTA Maintenance Contracts (including overhead)		\$630,073	\$630,073
Overhead rate assumption (includes employee benefits and company overhead)	35%		
Value of janitorial and maintenance services without margin or overhead rate		\$466,721	\$466,721
Building Maintenance Mechanics at mid step (Step C) hourly wage	\$28.54		
Custodians at mid step (Step C) hourly wage	\$17.71		
Average Cost per hour (50% maintenance mechanics, 50% custodians)	\$23.13		
Number of work hours	20,183		
Productive Work hours/year	1,850		
Number of FTEs needed to cover SBCTA's maintenance contracts		11	
Building Maint. Mechanic - Midpoint Cost (including Benefits)	5.5	\$86,092	\$473,504
Custodian - Midpoint Salary (including Benefits)	5.5	\$53,413	\$293,773
Total Cost of additional Omnitrans Facilities maintenance staff to p	rovide work hours for SB	CTA maintenance contracts	<i>\$767,278</i>
Combined Costs			
Staff in facilities management functions and their pay - Omnitrans 1,2	2	\$283,590	\$283,590
existing Facilities maintenance staff (excluding management, Stops and Zones)	11	\$816,295	\$816,295
Additional Facilities maintenance staff (excluding management, Stops and Zones)	11	\$767,278	\$767,278
Additional materials and supplies (previously included in SBCTA contracts)		\$78,759	\$78,759
specialized repair contractors (previously included in SBCTA contracts)		\$78,759	\$78,759
Specialized contract formerly owned by SBCTA for EV charger maintenance	_	\$45,000	\$45,000
Contracts for facilities management <sup>3 -</sup> Omnitrans	25	\$1,479,767	\$1,479,767
Current number of facilities⁵ (SBCTA and Omnitrans combined)	7		
tuture number of facilities (SBCTA and Omnitrans combined)	7		
Total Annual Combined As	ssets & Maintenance: Fa	cilities Management Costs	\$3,549,448
Annual Cost Savings from eliminating SBCTA facilities contra-	ct and having Omnitrans	staff perform maintenance	(\$8,948)

# **APPENDIX**

#### A-1-1b, Facilities Management - Scenario 1b, Low Margin assumption

		Annual Cost (including	
	Units / Constants	benefits for staff)	<b>Total Annual Cos</b>
SBCTA			
Staff Costs:			
Management Analyst II	0.40	\$139,724	\$55,889
Deputy Executive Officer	0.02	\$336,271	\$6,725
Chief of Transit	0.02	\$238,981	\$4,780
		Total Cost of SBCTA staff	\$67,395
Contract Costs:			
Subtotal - Contracts net of security, utilities, management fees		\$911,350	\$911,350
Specialized contract: Maintenance of EV Chargers at SBCTA Office Parking lot		\$45,000	\$45,000
Value of SBCTA maintenance contracts net of specialized contract		\$866,350	\$866,350
Assumptions to determine number of FTEs needed to cover SBCTA's maintenance cont	racts:		
Margin assumption (included in Property Management Fee)	0%		
Value of services and materials without margin		\$866,350	\$866,350
Material and Supplies Allowance Percentage	10%		
Specialized repair contractors	10%		
Total Value of Labor for SBCTA Maintenance Contracts (including overhead)		\$693,080	\$693,080
Overhead rate assumption (includes employee benefits and company overhead,	200/		
partly included in Property Management Fee)	30%		
Value of janitorial and maintenance services without margin or overhead rate		\$533,138	\$533,138
Building Maintenance Mechanics at mid step (Step C) hourly wage	\$28.54		
Custodians at mid step (Step C) hourly wage	\$17.71		
Average Cost per hour (50% maintenance mechanics, 50% custodians)	\$23.13		
Number of work hours	23,055		
Productive Work hours/year	1,850		
Number of FTEs needed to cover SBCTA's maintenance contracts	_,	12	
Building Maint. Mechanic - Midpoint Cost (including Benefits)	6	\$86,092	\$516,550
Custodian - Midpoint Salary (including Benefits)	6	\$53,413	\$320,480
Total Cost of additional Omnitrans Facilities maintenance staff to	provide work hours for SB		\$837,030
,			, ,
Combined Costs			
Staff in facilities management functions and their pay - Omnitrans 1,2	2	\$283,590	\$283,590
Existing Facilities maintenance staff (excluding management, Stops and Zones)	11	\$816,295	\$816,295
Additional Facilities maintenance staff (excluding management, Stops and Zones)	11	\$767,278	\$767,278
Additional materials and supplies (previously included in SBCTA contracts)		\$86,635	\$86,635
Specialized repair contractors (previously included in SBCTA contracts)		\$86,635	\$86,635
Specialized contract formerly owned by SBCTA for EV charger maintenance		\$185,200	\$185,200
Contracts for facilities management <sup>3 -</sup> Omnitrans	25	\$1,479,767	\$1,479,767
Current number of facilities (SBCTA and Omnitrans combined)	7		γ±, τι 5,1 01
Current number of facilities (SBCTA and Omnitrans combined)  Future number of facilities (SBCTA and Omnitrans combined)	7		
dure number of facilities (Sectia and Omilitians Combined)	,		
Total Annual Combined A	ccotc & Maintonance: Fr	acilities Management Costs	\$3,705,400
		<u> </u>	
Annual cost increases from eliminating SBCTA facilities contra	ict and naving Omnitrans	stan periorin maintenance	\$147,003

#### Scenario 2: Maintain/expand SBCTA contracts to cover all facilities

Currently, Omnitrans manages 25 facilities management contracts for a total value of \$1.5 million per year approx. These contracts are complemented by 11 maintenance and custodial staff, which is equivalent to around 20,000 hours per year. Using the same assumptions as in Scenario 1, contracting out these work hours would cost \$0.74 million a year, which would result in a savings of approximately \$200k. These limited savings are in line with the fact that building maintenance trades are in high demand, thereby

diminishing the potential cost reduction outsourcing could generate. This scenario assumes a high margin in order to produce conservative estimates.

#### A-1-2, Facilities Management – Scenario 2

Scenario 2: Maintain/expand SBCTA contracts to cover all facilities			
Cost of contracting out in-house maintenance performed by Omnitrans staff	Units / Constants		<b>Total Annual Costs</b>
Existing staff - Building Maint. Mechanic	7		
Existing staff - Custodian	4		
Productive Work hours/year	1850		
Number of work hours - Building Maint. Mechanic	12950		
Building Maintenance Mechanics at mid step (Step C) hourly wage	\$28.54		
Fotal Cost - Work Hours - Building Maint. Mechanic			\$369,593
Number of work hours - Custodian	7400		
Custodian at mid step (Step C) hourly wage	\$17.71		
Total Cost - Work Hours - Custodian			\$131,054
/alue of services without overhead or margin			\$500,647
Overhead rate assumption (includes employee benefits and company overhead)	35%		
/alue of services without margin			\$675,873
Margin assumption	10%		
otal Cost of Contracting out maintenance work currently performed in-house			\$743,461
/alue of Omnitrans current contracts for facilities management <sup>3</sup>	25		\$1,479,767
Total Omnitrans maintenance costs (contracts + workforce) transferred to SBCTA (	contracts		\$2,223,228
/alue of SBCTA's facility management contracts net of security services	3		\$911,350
Total Contracts for facilities management (Existing Omnitrans + SBCTA, new contract			7511,550
or Omnitrans in-house work)	28		\$3,134,578
of Offilitians III-nouse work)	20		<b>33,134,37</b> 6
Combined Costs			
Staff in facilities management functions and their pay - SBCTA <sup>1,2</sup>	0.44		\$67,395
Staff in facilities management functions and their pay - Omnitrans <sup>1,2</sup>	1		\$160,269
Facilities maintenance staff (excluding management, Stops and Zones)	0		\$0
Contracts for facilities management <sup>3</sup>	28		\$3,134,578
Current number of facilities <sup>5</sup>	7		
Future number of facilities	7		
Total Annual Combined A	Assets & Maintenance: Fa	cilities Management Costs	\$3,362,241
Annual Cost Savings from maintaining/expanding SBCTA contracts to cover all facilities			(\$196,156)

#### Notes:

- 1. Estimates do not account for salary and wage increases. Staff in Facilities management functions are not represented.
- 2. Excludes Stops and Zones personnel
- 3. All those contracts are annual and would be renewed annually
- 4. 2020 Costs
- 5. Source: Table 3-5. Fixed Asset Review in Task 1.2.pdf, page 3

# **APPENDIX**

### A-2 Labor Relations

Approach 2, Labor Relations lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.2.1, Labor Relations.

#### **Approach 2, Labor Relations Function**

Scenarios	<ol> <li>Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with no current SBCTA employees represented by a union</li> <li>Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with certain SBCTA administrative employees represented by a union</li> <li>Consolidation of current transit operations staff covered by Omnitrans-ATU labor agreement into SBCTA with current covered Omnitrans administrative employees no longer represented by a union</li> </ol>
Assumptions	<ul> <li>No changes to the terms of labor agreements in the short-term. Any changes to the represented employees' compensation and benefits could be explored in the next round of contract negotiations.</li> <li>All rights and obligations of the previous entity would become those of the new entity</li> <li>Administration of Labor Relations becomes a responsibility of a merged HR function in the Consolidated agency</li> </ul>
Approach	<ul> <li>Investigate and identify potential classifications that might be subject to being covered by labor agreements</li> <li>Calculate differences in costs (plus or minus) of those positions changing from non-represented to represented or vice versa based on current labor agreement rates</li> </ul>
Data Used	<ul> <li>Specific SBCTA positions that would be subject to labor agreement coverage</li> <li>Specific Omnitrans positions covered under the Omnitrans-Teamsters and Omnitrans-ATU agreements</li> </ul>

#### **DISCUSSION**

#### **Existing Labor Relation Costs - Both Agencies**

No SBCTA personnel are currently unionized. Omnitrans operating and maintenance staff, as well as some administrative positions, are currently unionized. SBCTA positions that are similar to currently represented administrative positions at Omnitrans, and are not handling confidential information (in contrast to the Clerk of the Board for instance), cover one category of personnel occupying three staff:

- Accounting Assistant: three positions

The SBCTA position (Accounting Assistant) has a direct equivalent at Omnitrans (Accounting Clerk), consistent with the "Job Classifications" cost analysis.

### **Existing Costs 2: Labor Relations Function**

Agency/Position	# of Positions	Average Salary per Position	Total
SBCTA			
Specific SBCTA positions that could potentially be su	bject to labor agi	reement coverage:	
Accounting Assistant	3	\$91,819	\$275,456
		Subtotal - SBCTA Staff	\$275,456
Omnitrans			
Specific Omnitrans administrative positions covered	under the Omni-	Teamsters agreement:	
Accounting Clerk	2	\$56,188	\$112,376
Administrative Clerk (Procurement)	1	\$56,188	\$56,188
Administrative Clerk (Operations)	3	\$56,188	\$168,564
Customer Service Representative I - Part-Time	3	\$39,755	\$119,264
Customer Service Representative I - Full Time	5	\$53,006	\$265,031
Customer Service Representative II	3	\$56,188	\$168,564
Customer Service Representative I	1	\$53,006	\$53,006
Parts Clerk	11	\$56,188	\$618,069
Maintenance Clerk	1	\$53,006	\$53,006
		Subtotal - Omnitrans Staff	\$1,614,069
		Total Existing Costs	\$1,889,525

### A-2-1, Labor Relations Function - Scenario 1

Scenario 1: Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with no current SBCTA employees represented by a union				
Agency	Total			
Indirect Costs:				
SBCTA - Staff	\$275,456			
Omnitrans - Staff	\$1,614,069			
Total Cost/(Savings)	\$1,889,525			
Net Total Cost/(Savings) (Excluding Staff Costs)	\$0			

Note for Scenario 1: In the medium-term, wages for Omnitrans administrative staff fulfilling similar functions to SBCTA employees are likely to converge to current higher SBCTA levels.

### A-2-2, Labor Relations Function - Scenario 2

Scenario 2: Consolidation of current staff covered by Omnitrans-Teamsters/ATU labor agreements into SBCTA with certain SBCTA administrative employees represented by a union

Agency
Total

Indirect Costs:

SBCTA - Staff
Omnitrans - Staff

Total Cost/(Savings)

Net Total Cost/(Savings) (Excluding Staff Costs)

\$0

Note for Scenario 2: Firstly, the pay discrepancy between SBCTA Accounting Assistants and Omnitrans Accounting Clerks likely is a result of differening skills and experience. Thus, the consolidated agency will likely require to divide up the Omnitrans' represented Accounting Clerk position in two positions, Accounting Clerk I and Accounting Clerk II. The new accounting clerk series, with two classifications could provide career progression. No determinations as to which individual would be best suited for which position, and it would be recommended that the consolidated agency conduct a competitive recruitment if two classifications are required. In the medium to long-term, this will increase wages for Omnitrans Accounting Clerks.

#### A-2-3, Labor Relations Function - Scenario 3

Agency/Position	# of Positions Average Salary per Position	Total	
Indirect Costs:			
SBCTA - Staff		\$275,456	
Omnitrans -Staff		\$1,614,069	
	Subtotal	\$1,889,525	
	Total	\$1,889,525	
	Net Total Cost/(Savings) (Excluding Staff Costs)	\$0	

## A-3 Accounting

Approach 3, Accounting lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.3.1 Accounting.

### **Approach 3, Accounting Function**

Scenarios	1. Consolidation into one Finance division/dept. with aligned accounting departments
Assumptions	<ul> <li>Opportunity to consolidate traditional accounting functions (e.g., accounts payable, accounts receivable, grant accounting, general ledger, and budget preparation, cash management/investment, and CAFR preparation).</li> <li>FTA accounting requirements, such as utilizing the FTA Uniform System of Accounts, must be met in the consolidated agency, at least for the transit operations component.</li> <li>Financial impacts of aligning the accounting software are analyzed in Section 2.5.1 Information Technology.</li> </ul>
Approach	<ul> <li>Pull data from January interviews and agency questionnaires, where staff identified that the above functions have disparate processes (and are not redundant).</li> <li>Quantify effort (cost) associated with aligning the processes</li> </ul>
Data Used	<ul> <li>Current staff in departments of accounts payable, accounts receivable, grant accounting, general ledger, and invoices</li> <li>Disparate (non-redundant) and redundant processes of accounting functions</li> <li>The effort associated with aligning the redundant processes</li> </ul>

#### THE FOLLOWING TABLES AND INFORMATION SHOW THE DATA BEHIND THE ANALYSIS.

The accounting function cost analysis considers current staff in departments: accounts payable, accounts receivable, grant accounting, and general ledger. The goals for this analysis are to differentiate between disparate (non-redundant) and redundant processes of accounting functions and to determine the effort associated with aligning the redundant processes.

To identify reduction of additional staff aside from the Director, the team would need to assess workloads to determine whether, once the accounting processes are realigned, there are efficiencies of scale. Omnitrans' accounting staff manages the day-to-day accounts payable, accounts receivable, grant accounting, and general ledger of an operating agency, whereas SBCTA's accounting staff manages similar functions for a planning and construction agency. The individual functions are fundamentally distinct, even if they are generally combined within transit agencies that have both roles. As a result, it is unlikely that staff savings will be achieved in the near-term. Potential efficiencies could be achieved in the medium term.

### **Existing Costs 3: Accounting Function**

Agency/Position	Responsibilities	Average Salary per Position (including benefits) <sup>4,5</sup>	Number of Positions <sup>1,2</sup>	Annual Total Cost
ВВСТА				
Specific SBCTA positions in charg	e of accounting functions including budget preparation <sup>1</sup> :			
Chief Financial Officer <sup>3</sup>	Directs agency financial activities including procurement	\$290,484	0.72	\$209,148
Accounting Assistant	Accounts payable, enter invoices, reviews information, processes batches, post transactions, mail checks.	\$94,573	1.10	\$104,031
Accounting Assistant	Accounts Receivable including preparing billing for grants or cooperative agreements, cash receipts	\$94,573	0.90	\$85,116
Senior Accounting Assistant <sup>3</sup>	Activates contracts, purchase orders, reviews AP batches and assists in the development of the budget.	\$114,953	0.65	\$74,720
Accountant	Performs accounting functions such as general ledger, process acounts receivable billing and reviews a/p batches	\$126,737	1.00	\$126,737
Accountant	Process Accounts Receivable billing	\$126,737	0.98	\$124,202
Senior Accountant	Prepares complex reimbursement requests including grant billing	\$146,713	0.95	\$139,377
Accounting Supervisor	Manages the A/R section Under the Chief Financial Officer direction manages and oversees the	\$169,838	0.98	\$166,441
Chief of Fiscal Resources <sup>3</sup>	finance department including procurement, A/R, A/P, budget, Cash management, debt management, revenue claiming, CAFR.	\$238,981	0.82	\$195,964
Toll Financial Administrator	Performs TIFIA related accounting and compliance activities including grant billing	\$187,249	0.90	\$168,524
			Subtotal - SBCTA Staff	\$1,394,260
Omnitrans				
pecific Omnitrans positions in ch	arge of accounting functions including budget preparation $^2$ :			
Director of Finance	Directs agency financial activities	\$208,285	1	\$208,285
Accounting Manager	Manages general ledger, AR, AP, Payroll, audits, etc.	\$213,691	0.75	\$160,269
Treasury Manager <sup>6</sup>	Prepares budget, grant management and cash management	\$160,269	0.5	\$80,134
Sr. Financial Analyst	Performs complex accounting functions; reporting; grants	\$123,321	2	\$246,642
Accountant	Accounting functions	\$108,177	2	\$216,355
Accounting Clerk	Accounts Payable; Accounts Receivable	\$56,188	2	\$112,376
			Subtotal - Omnitrans Staff	\$1,024,061
		Net	Total Total (Excluding Staff Costs)	\$2,418,321 <i>\$0</i>

### Notes:

- 1. Source: SBCTA Questionnaire
- 2. Source: Omnitrans Questionnaire
- 3. Source: SBCTA Questionnaire numbers were updated based on SBCTA inputs for these roles.
- 4. Source: SBCTA FY20 Salary Information
- 5. Soucre: Omnitrans FY20 Salary Information
- 6. Treasury Manager does both grants and accounting. Treasury Manager was included at 50% for this analysis.

### A-3-1, Accounting Function - Scenario 1

Scenario 1: Consolidation into one Finance division/department with aligned accounting departments	
Agency/Position	Annual Total Cost
Indirect Costs:	
SBCTA - Staff	\$1,394,260
Omnitrans - Staff	\$1,024,061
Total	\$2,418,321
Net Total (Excluding Staff Costs)	\$0

Note: IT costs of convergence between SBCTA's and Omnitrans' accounting systems are described under the IT Cost Analysis.

## A-4 Payroll

Approach 4, Payroll lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.3.2, Payroll.

### **Approach 4, Payroll Function**

Scenarios	<ol> <li>Consolidation into one agency with aligned payroll department using the County System.</li> <li>Consolidation into one agency system under the Omnitrans payroll system.</li> <li>Maintain two separate payroll and benefits functions through use of a public non-profit corporation as was done at LA Metro</li> </ol>
Assumptions	<ul> <li>Payroll system will be driven by benefits (health, retirement, etc.) and may be difficult to accommodate same payroll system with different benefit (including retirement) systems</li> </ul>
Approach	<ul> <li>Pull data from January interviews and questionnaire responses where staff under payroll department have disparate processes (and are not redundant).</li> <li>Quantify effort (cost) estimates associated with aligning the processes for the three separate scenarios, based on applying current cost information to each scenario, and/or estimates by WSP IT professionals.</li> </ul>
Data Used	<ul> <li>Current staff in payroll/compensation departments</li> <li>Disparate (non-redundant) and redundant processes of payroll/compensation functions</li> <li>Effort associated with aligning the redundant processes</li> <li>Cost estimate of developing an interface for Omnitrans' timekeeping function to the County's payroll function (Scenario 1)</li> <li>Cost estimate of modifying the County Payroll system to accommodate Omnitrans payroll requirements for both union and management positions (Scenario 1)</li> <li>Cost estimate for annual costs associated with the County performing payroll and benefit functions (Scenario 1) based on applying current County cost allocation rates.</li> </ul>

### THE FOLLOWING TABLES SHOW THE DATA AND INFORMATION BEHIND THE ANALYSIS.

### **Existing Payroll Costs - Both Agencies**

SBCTA currently dedicates around 0.33 FTE to payroll supervision and pays \$69k per year to the County of San Bernardino to process its payroll. Total costs for SBCTA are approximately equal to \$120k per year.

Omnitrans payroll staff is composed of two payroll technicians and one Human Resources technician dedicated to payroll, as well as some managerial time (total estimated to be 3.45 FTE). Omnitrans' SAP system supports payroll. Current costs for Omnitrans payroll is estimated to total \$363k per year.

### **Existing Costs 4: Payroll Function**

	One-Time Cost	Number of Units1,2	Annual Cost (including benefits for Staff)	Total Cost
ВСТА				
Projected FY21 Staff Levels		60.65		
Current staff in payroll/compensation departments:				
Chief Financial Officer		0.05	\$290,484	\$14,524
Senior Accounting Assistant		0.25	\$114,953	\$28,738
Chief of Fiscal Resources		0.03	\$238,981	\$7,169
			Subtotal - Staff	\$50,432
Current Consultants:				
County of San Bernardino		1	\$69,300	\$69,300
			Subtotal - Consultants	\$69,300
			Subtotal - SBCTA	\$119,732
Note: Some Omnitrans payroll staff perform functions	in both Accounting and Payroll. T		Omnitrans Payroll staff were assumed at 25% of exi	sting staff coun
Omnitrans Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels	s in both Accounting and Payroll. T	Fo eliminate double counting, some 650	Omnitrans Payroll staff were assumed at 25% of exi	sting staff coun
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments:	s in both Accounting and Payroll. T	650		_
Note: Some Omnitrans payroll staff perform functions projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager	s in both Accounting and Payroll. T		\$160,269	\$40,067
Note: Some Omnitrans payroll staff perform functions projected FY21 Staff Levels Current staff in payroll/compensation departments:	s in both Accounting and Payroll. T	650	\$160,269 \$80,417	\$40,067 \$160,834
lote: Some Omnitrans payroll staff perform functions rojected FY21 Staff Levels wrrent staff in payroll/compensation departments: Accounting Manager	s in both Accounting and Payroll. T	650 0.25	\$160,269	\$40,067
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager Payroll Technician	in both Accounting and Payroll. T	0.25 2	\$160,269 \$80,417	\$40,067 \$160,834
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager Payroll Technician Human Resources Technician	in both Accounting and Payroll. T	0.25 2 1	\$160,269 \$80,417 \$80,417	\$40,067 \$160,834 \$80,417
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager Payroll Technician Human Resources Technician Dispatch Supervisor	in both Accounting and Payroll. T	0.25 2 1	\$160,269 \$80,417 \$80,417 \$123,321	\$40,067 \$160,834 \$80,417 \$24,664
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager Payroll Technician Human Resources Technician Dispatch Supervisor	in both Accounting and Payroll. T	0.25 2 1	\$160,269 \$80,417 \$80,417 \$123,321	\$40,067 \$160,834 \$80,417 \$24,664
lote: Some Omnitrans payroll staff perform functions rojected FY21 Staff Levels current staff in payroll/compensation departments:  Accounting Manager Payroll Technician  Human Resources Technician  Dispatch Supervisor  current cost of payroll interface:	s in both Accounting and Payroll. T	0.25 2 1 0.2	\$160,269 \$80,417 \$80,417 \$123,321 Subtotal - Staff	\$40,067 \$160,834 \$80,417 \$24,664 \$305,982
ote: Some Omnitrans payroll staff perform functions rojected FY21 Staff Levels urrent staff in payroll/compensation departments:  Accounting Manager Payroll Technician  Human Resources Technician <sup>3</sup> Dispatch Supervisor  urrent cost of payroll interface: SAP Public Services, Inc.	s in both Accounting and Payroll. T	0.25 2 1 0.2	\$160,269 \$80,417 \$80,417 \$123,321 Subtotal - Staff	\$40,067 \$160,834 \$80,417 \$24,664 \$305,982 \$27,403
Note: Some Omnitrans payroll staff perform functions Projected FY21 Staff Levels Current staff in payroll/compensation departments: Accounting Manager Payroll Technician Human Resources Technician Dispatch Supervisor Current cost of payroll interface: SAP Public Services, Inc.	s in both Accounting and Payroll. T	0.25 2 1 0.2	\$160,269 \$80,417 \$80,417 \$123,321 Subtotal - Staff \$274,030 \$29,578	\$40,067 \$160,834 \$80,417 \$24,664 \$305,982 \$27,403 \$29,578

### Notes:

- 1. Source: SBCTA Questionnaire Task 1.2 Appendix.pdf, page 32
- 2. Source: Omnitrans Questionnaire Task 1.2 Appendix.pdf, pages 19,20
- 3. There are two Human Resources Technicians but only one is dedicated for Payroll

### Scenario 1: Consolidation Into one agency with aligned payroll department using the County system

SBCTA costs will continue incurring as is. However, Omnitrans' payroll staff will decrease, since Omnitrans' payroll will be handled by the County of San Bernardino. Costs for the management of Omnitrans' payroll by the County are estimated at approximately \$453k per year based on the County's cost allocation formula, which is significantly higher than current costs. This option in total is \$311k more expensive than current combined costs on an annual basis.

Note that this scenario does not include two one-time costs: creating an interface from Omnitrans' SAP and Trapeze systems to produce inputs needed by the County to process Omnitrans' payroll, which is roughly estimated at \$250k based on input from WSP's IT experts. The one-time cost to modify the County system to accommodate Omnitrans is estimated at \$300k.

### A-4-1, Payroll Function - Scenario 1

	One-Time Cost	Number of Units	Annual Cost (including benefits for Staff)	Total Cost
SBCTA	_			
Current staff in payroll/compensation departments:				
Chief Financial Officer		0.05	\$290,484	\$14,524
Senior Accounting Assistant		0.25	\$114,953	\$28,738
Chief of Fiscal Resources		0.03	\$238,981	\$7,169
			Subtotal - Staff	\$50,432
Consultants:				
County of San Bernardino		1	\$69,300	\$69,300
-			Subtotal - Consultant	\$69,300
			Subtotal - SBCTA	\$119,732
Omnitrans				
Current staff in payroll/compensation departments:				
Accounting Manager		0.125	\$160,269	\$20,034
Payroll Technician		0.5	\$80,417	\$40,209
Human Resources Technician		1	\$80,417	\$80,417
Dispatch Supervisor		0.2	\$123,321	\$23,222
			Subtotal - Staff	\$163,881
Consultants:				
County of San Bernardino <sup>4</sup>		1	\$453,446	\$453,446
Current cost of payroll interface:				
SAP Public Services, Inc.		0.1	\$274,030	\$27,403
Kronos		1	\$29,578	\$29,578
			Subtotal - Consultant	\$510,427
One-off cost to adjust SAP System / Trapeze				
o produce inputs needed by the County	\$250,000			
One-time Cost to modify County Systemt to	\$300,000			
ccommodate Omnitrans				
			Subtotal - Omnitrans	\$674,308
			Total (Excluding One-Time Costs)	\$794,040
			One-Time Costs	\$550,000

Notes

4. Source: SBCTA Spreadsheet Payroll-HR-Cowcap

### Scenario 2: Consolidation into one agency system under the Omnitrans payroll system

Costs would be slightly higher with this option: the elimination of the \$69,300 annual cost SBCTA currently pays to the County to process payroll is offset by the need for an additional Human Resources technician. Other costs would remain the same as existing. Note that scenario 2 would require that former SBCTA employees access health plan benefits through Omnitrans rather than through the County of San Bernardino."

### A-4-1, Payroll Function - Scenario 2

	One-Time Cost	Number of Units	Annual Cost (including benefits)	Total
SBCTA				
Current staff in payroll/compensation departments:				
Chief Financial Officer		0.05	\$290,484	\$14,524
Senior Accounting Assistant		0.25	\$114,953	\$28,738
Chief of Fiscal Resources		0.03	\$238,981	\$7,169
			Subtotal - Staff	\$50,432
One-off cost to adjust County's payroll system:5	\$0			\$0
			Subtotal (with One-Time Cost)	\$0
			Subtotal - SBCTA	\$50,432
Omnitrans				
Current staff in payroll/compensation departments:				
Accounting Manager		0.25	\$160,269	\$40,067
Payroll Technician		2	\$80,417	\$160,834
Human Resources Technician <sup>6</sup>		2	\$80,417	\$160,834
Dispatch Supervisor		0.20	\$123,321	\$24,664
			Subtotal - Staff	\$386,399
Current cost of payroll interface:		0.40	4074.000	407.400
SAP Public Services, Inc.		0.10	\$274,030	\$27,403
Kronos		1.00	\$29,578	\$29,578
			Subtotal - Consultants	\$56,981
			Subtotal - Omnitrans	\$443,380
			Total (Excluding One-Time Costs)	\$493,812
			One-Time Costs	\$0

#### Notes:

5. One-off cost to modify the County system to operate under the Omnitrans system is included in the IT Financial Analysis to avoid double-counting

## Scenario 3: Maintain two separate payroll and benefits functions through use of a public non-profit benefits corporation as was done at Metro

### A-4-1, Payroll Function Scenario 3

Scenario 3: Maintain two separate payroll and benefits functions through use of a public non-profit benefits corporation as was done at Metro			
	One-Time Cost	Annual Cost (including benefits)	Total
SBCTA Existing Payroll System and Personnel		\$119,732	\$119,732
Omnitrans Existing Payroll System and Personnel		\$362,963	\$362,963
One-time cost of creating a public non-profit benefits corporation <sup>6</sup>	\$50,000		
		Total (Excluding One-Time Costs)	\$482,695
		One-Time Costs	\$50,000

#### Notes

6. One-off cost of creating a public non-profit corporation (estimated at \$50,000) is not included in the Benefits Financial Analysis, to avoid double-counting.

This scenario may be the most viable, and is consistent with the lower cost options under Retirement. Former SBCTA employees would continue to receive their benefits through the County and their Payroll processed by the County. Omnitrans employees would continue to receive their payroll through their in-house system, which is heavily integrated with the Trapeze system to collect time keeping data. Costs would continue as is. One-off costs due to the creation of public non-profit corporation are estimated at \$50k.

## A-5 Risk Management

Approach 5, Risk Management lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.3.3, Risk Management.

### **Approach 5, Risk Management Function**

6	
Scenarios	1. The consolidated agency goes out on the insurance market for new combined liability policies
Assumptions	<ul> <li>The consolidated agency would need to adjust risk management practices and liability insurance levels to match the risks of being a transit service operator.</li> <li>Costs would likely be similar to the combined costs of the two agencies currently.</li> <li>Risk considerations and requirements for transit operations are considerably different from those of an administrative agency.</li> </ul>
Approach	<ul> <li>Calculate current cost</li> <li>Have agencies discuss with an insurance broker for an estimate of premium changes</li> </ul>
Data Used	<ul> <li>Current practices, risk considerations, requirements, and costs for SBCTA and Omnitrans' plans</li> <li>Full list of insurance plan categories and costs</li> </ul>

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS:

### **Existing Costs 5: Risk Management Function**

Existing Costs	Annual Cost	Self Insured	Liability Limits
	Aimadi cost	Retention	Liddiney Littles
SBCTA			
Third-party Administrator Costs:			
Alliant	\$29,000		
George Hills	\$10,000		
Individual Plans:			
Commercial General Liability (including automobile, e&o, and employment practices liability coverages)	\$159,967	\$50,000	\$5,000,000
Commercial Automobile	\$1,373	\$1,000	\$1,000,000
Excess liability	\$46,914	Excess of underlying	\$5,000,000
Cyber liability	\$15,387	\$30,000	\$1,000,000
Workers' compensation	\$38,126	\$0	\$1,000,000
Commercial Property	\$30,884	\$5,000	\$32,589,834
Crime	\$11,600	\$2,500	\$10,000,000
Total SBCTA Insurance and Liability costs including third-party administrator	\$343,251	\$88,500	\$55,589,834
Omnitrans			
Property/Official and Employer Liability Insurance (Property Insurance, Earthquake, Flood, Pollution, and Crime Insurances – Alliant Insurance Services)	\$309,617	\$262,500	\$148,052,500
General Liability & Vehicle Liability/Loss Insurance (Liability Insurance for revenue & non-revenue vehicles – CalTIP)	\$3,019,461		
General Auto Physical Loss/Physical Damage Insurance (Vehicles accidents – CalTIP)	\$906,762	\$5,000	Actual cash value or repair/replacement cost
Workers' Compensations Excess/Employer's Liability Expense (Workers' compensation claims  – Pacific Clams TPA)	\$121,837	\$1,000,000	Excess of 1 million for workers compensation up to statutory limits. Excess of 1 million upto 5 million for employer's liability.
Workers' Compensation Self Insured Expense – Incurred But Not Reported (IBNR)	\$3,488,024		
General Liability/Loss – Incurred But Not Reported (IBNR)	\$1,210,281		
Total Omnitrans Insurance and Liability costs <sup>1</sup>	\$9,055,981		
Total Costs	\$9,399,232		

### A-5-1, Risk Management Function – Scenario 1

Scenario 1: The consolidated agency goes out on the insurance market for new combined liability policies <sup>2</sup>					
	Annual Cost (\$/year)	Self Insured Retention	Liability Limits		
Direct Costs:					
SBCTA - Risk Management Costs	\$343,251	\$88,500	\$55,589,834		
Omnitrans - Risk Management Costs	\$9,055,981	\$0	\$0		
Subtotal	\$9,399,232	\$88,500	\$55,589,834		
Consolidated Agency Annual Total Estimate <sup>2</sup>	\$9,399,232				

Notes:

1. Casualty and Liability costs are from Omnitrans' FY19 Actual numbers.

2. Per discussion with SBCTA and Omnitrans staff on 4/15/20, their mutual insurance broker has stated that there would be no savings from consolidating all liability insurance policies of the two agencies, hence, no savings is shown.

SBCTA and Omnitrans staff have discussed this scenario with their insurance broker, who has stated that there would be no savings from consolidating insurance policies of the two agencies; thus, the analysis reflects this commercial input. However, Omnitrans has indicated they plan to investigate the open insurance market to reassess whether obtaining liability insurance in that manner would be less expensive than continuing to procure through CalTIP.

## A-6 FTA Direct Recipient Status

Approach 6, FTA Direct Recipient Status lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.3.4, FTA Direct Recipient Status.

### **Approach 6, FTA Direct Recipient Status**

Scenario	1. SBCTA is established as a direct recipient of FTA funds
Assumptions	<ul> <li>Designation as direct FTA funds recipient requires express approval from the Governor and transit agencies in the Metropolitan Statistical Area (MSA: Riverside-San Bernardino), which can take the form of enacted legislation that amends SBCTA's current state statutory authority to explicitly provide transit services in the Metro Valley area</li> <li>Same staff currently at Omnitrans would continue duties related to direct recipient compliance (no need to re-establish, but simply transfer, Omnitrans' internal processes for annual certification and assurances on FTA grants to SBCTA)</li> <li>All of Omnitrans' existing federal grants would need to be revised to show SBCTA as the recipient</li> </ul>
Approach	<ul> <li>Estimate level of hours of staff/consultant time to develop, introduce, advocate for, and pass state legislation amending SBCTA's authority to include direct transit operations, based on previous legislative effort for SB 1305</li> <li>Hourly rates for applicable staff</li> </ul>
	<ul> <li>Obtain number of open FTA grants that would require modification to show as recipient.</li> </ul>
	<ul> <li>Obtain ROM estimate of hours per grant to make these changes, multiply by grants admin staff rates</li> </ul>
	<ul> <li>Follow similar process to estimate costs for updating certifications and assurances.</li> </ul>
Data Used	<ul> <li>Estimate of the level of effort (in hours) that SBCTA Policy and Legislative Affairs staff and their consultants would expend to introduce, advocate for, and pass legislation amending SBCTA's authority to include transit operations</li> <li>Hourly pay for SBCTA Policy and Legislative Affairs staff and billing rates for legal and legislative services to be utilized to enact legislation</li> <li>Estimate of the level of effort (in hours) that SBCTA staff and their consultants would expend to</li> </ul>
	revise FTA grants to show SBCTA as a recipient  — Hourly pay for SBCTA staff and billing rates for services to be utilized to revise FTA grants

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS:

Estimation of Costs for SBCTA to Become a FTA Direct Recipient

### A-6-1, FTA Direct Recipient Designation – Scenario 1

Miscellaneous Data Point Used	
Number of hours per year	2080

Staff/Consultant	Staff/Consultant Duties	Annual Cost (including benefits for agency staff)	Hourly Rate	Estimated Hours/% Spent on Legislative  Effort <sup>1</sup>	Total Cost
SBCTA					
Staff:					
Chief Financial Officer	Provide Legislative services to enact legislation	\$290,484	\$140	25	\$2,872
Chief of Legislative and Public Affairs	Provide Legislative services to enact legislation	\$238,981	\$115	25	\$2,872
Director of Legislative Affairs	Provide Legislative services to enact legislation	\$290,484	\$140	400	\$55,862
Director of Strategic Initiatives	Provide Legislative services to enact legislation	\$290,484	\$140	25	\$3,491
Director of Transit	Provide Legislative services to enact legislation	\$290,484	\$140	25	\$3,491
Executive Director	Provide Legislative services to enact legislation	\$556,750	\$268	25	\$6,692
Management Analyst II	Provide Legislative services to enact legislation	\$139,724	\$67	400	\$26,870
General Counsel	Provide Legislative services to enact legislation	\$357,000	\$172	400	\$68,654
Assistant General Counsel	Provide Legislative services to enact legislation	\$282,023	\$136	80	\$10,847
				Subtotal - Staff	\$181,652
Consultants:					
Holland and Knight	Provide Legislative services to enact legislation	\$82,500		10%	\$8,250
California Advisors	Provide Legislative services to enact legislation	\$60,000		10%	\$6,000
				Subtotal - Consultants <sup>2</sup>	\$14,250
				Total	\$195,902

Staff	Staff Duties	Annual Cost (including benefits)	Hourly Rate	Estimated Hours/% Spent on Legislative Effort <sup>1</sup>	Total Cost
SBCTA					
General Counsel	Provide Legal Reviews	\$357,000	\$172	4	\$687
Executive Director	Provide CEO/Executive Director Signatures	\$556,750	\$268	2	\$535
				Subtotal - Staff	\$1,222
Omnitrans					
	Level of Effort Estimate for Grant Amendments <sup>2</sup> :				
Treasury Manager	List and Research All Grants	\$160,269	\$77	16	\$1,233
Treasury Manager	Discussions with Funding Agencies and coordination with FTA	\$160,269	\$77	36	\$2,774
Treasury Manager	Final Preparation of documents	\$160,269	\$77	8	\$616
				Subtotal - Staff	\$4,623
				Total	\$5.845

Step 5: Estimate of Updates to Cert	tifications and Assurances				
Staff	Staff Duties	Annual Cost (including benefits)	Hourly Rate	Estimated Hours/% Spent on Legislative Effort <sup>1</sup>	Total Cost
Omnitrans					
Treasury Manager	Level of Effort Estimate for Certifications and Assurances <sup>3</sup> : Research certifications of both agencies, determine process in Consolidated Agency	\$160,269	\$77	24	\$1,849
Treasury Manager	Discussions with Funding Agencies	\$160,269	\$77	4	\$308
Treasury Manager	Preparation of documentation for Board Approval	\$160,269	\$77	4	\$308
Treasury Manager	Preparation of final certifications	\$160,269	\$77	16	\$1,233
				Subtotal - Staff	\$3,699
SBCTA					
Executive Director	Provide CEO Signatures	\$556,750	\$268	2	\$535
				Subtotal - Staff	\$535
				Total	\$4,234

Step 6: Grand Total	
Cost	Total Cost
Direct Costs	
SBCTA Consultants \$14,250	\$14,250
Subtotal - Consultants	\$14,250
Indirect Costs	
SBCTA and Omnitrans Staff \$191,731	\$191,731
Subtotal - Staff	\$191,731
Grand Total Net Total (excluding sunk costs	\$205,981 \$0

#### Notes:

- 1. Legislative level of effort estimates provided by SBCTA staff.
- 2. SBCTA's state lobbyst is paid as a lump sum plus travel. No additional costs will be incurred if another bill is added. These estimates constitute sunk costs, as reflected in the net total.
- 3. Grant Amendment and Certifications and Assurances level of effort estimates provided by Linda Bohlinger, former CEO, LA Metro, following consolidation with SCRTD

## A-7 Retirement System

Approach 7, Retirement System, lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.4.1, Employer Retirement Costs.

### **Approach 7, Retirement System**

Scenarios	<ol> <li>All employees enrolled in CalPERS (transfer all employees from one system to the other)</li> <li>All employees enrolled in SBCERA (transfer all employees from one system to the other)</li> </ol>
Assumptions	<ul> <li>SBCTA employees currently under SBCERA</li> <li>Omnitrans employees currently under CalPERS</li> </ul>
Approach	<ul> <li>Develop spreadsheet with all Omnitrans employees' annual retirement costs and all SBCTA employees' annual retirement costs</li> <li>Copy to separate tables and show costs if all employees were under CalPERS or all under SBCERA for the different scenarios, for Scenarios 1 and 2.</li> <li>Add in worst case scenario of financial hit if one or the other plan is terminated, resulting in payment of unfunded liability</li> </ul>
Data Used	<ul> <li>Current retirement system costs for SBCTA employees (from personnel data provided)</li> <li>Current retirement system costs for Omnitrans employees from employee listings and employer contribution percentage</li> <li>This approach provides an initial, high-level estimate of impacts. Actuarial analysis of transfer costs and new rates will be required of both SBCERA and CalPERS.</li> </ul>

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS:

Actuarial analyses will be required in order to estimate any savings/cost increases associated with changing retirement systems under each of these scenarios. For every scenario, SBCERA and CalPERS will each have to perform a section of the actuarial analysis. The cost for analyzing a scenario was estimated at \$40,000. The analysis may take up to eight weeks to complete after the information is shared between the two retirement systems.

Considering the significant cost of completing these analyses, this report only presents descriptive information on the differences between the plans per the latest CAFR or actuarial report available, i.e. the levels of contribution and unfunded liability contribution and the costs to terminate Omnitrans' CalPERS plan, related to scenarios 1 and 2. Note that pension liability amounts most likely have increased due to the recent investment losses suffered by both retirement systems. Figures below are for reference only. Actuarial analysis will be required to obtain estimates. Note that the figures shown below include all employees' salaries and wages for Omnitrans and SBCTA, in contrast to the benefits analysis.

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### **Existing Costs 6: Employer Retirement Costs**

Existing Retirement Costs - Both Agencies				
	Annual Cost	Percentage of Cost	Other Costs /	Total Annual
			Liabilities	Employer Retirement
				Costs (for active
				employees)
SBCTA				
Total FY2020 Salaries Cost <sup>2</sup>	\$7,805,307			
FY20-21 Employer's Contribution towards Retirement as a Percentage of Salaries <sup>3</sup>		10.70%		\$835,012
FY20-21 Employer's Unfunded Liability as a Percentage of Salaries <sup>3</sup>		26.80%		\$2,091,822
Unfunded Pension Liability as of last CAFR <sup>4</sup>			\$14,926,497	
		Subtotal - SBCTA Retire	ement Costs (estimated)	\$2,926,834
Omnitrans				
Total FY2020 Salaries and Wages Cost <sup>5</sup>	\$38,587,869			
Employer Paid Retirement Percentage of Salaries <sup>6</sup>		10.82%		\$4,174,822
Employer Paid Retirement unfunded liability Percentage of Salaries <sup>6</sup>		5.61%		\$2,164,394
Unfunded Pension Liability as of last CAFR <sup>7</sup>			\$25,090,306	
		Subtotal - Omnitrans Retire	ement Costs (estimated)	\$6,339,215
		Grand	l Total FY20 (estimated)	\$9,266,049

### Estimation of Annual Retirement System Costs Under Two Scenarios<sup>1</sup>

### A-7-1, Employer Retirement Costs - Scenario 1

Scenario 1: All Employees Enrolled in CalPERS	Salaries	Percentage of Salaries	Other Costs /	Total Annual
	Salaries	Percentage of Salaries	Liabilities	Employer Retirement Costs (for active employees)
SBCTA				
Total FY2020 Salaries Cost <sup>2</sup>	\$7,805,307			
FY20-FY21 Employer's Contribution towards Retirement as a Percentage of Salaries <sup>3,9</sup>		10.82%		\$844,456
For reference only: SBCERA termination costs based on CalPers' termination costs of hypothetic	cal termination liab	oility <sup>10</sup>	\$103,630,846	
		Subtotal - SB	CTA (high-level estimate)	\$844,456
Omnitrans				
Total FY2020 Salaries and Wages Cost <sup>4</sup>	\$38,587,869			
Employer's Contribution towards Retirement as a Percentage of Salaries <sup>3,9</sup>		10.82%		\$4,174,822
Employer's Payment towards Unfunded Liability as a Percentage of Salaries <sup>3,9</sup>		5.61%		\$2,164,394
Unfunded Pension Liability as of last CAFR <sup>7</sup>			\$25,090,306	
		Subtotal - Omnitrans Retir	rement Costs (estimated)	\$6,339,215
	Grand Tota	l FY20 (high-level estimate, excl	uding termination costs)	\$7,183,671

### A-7-2, Employer Retirement Costs - Scenario 2

Scenario 2: All Employees Enrolled in SBCERA				
	Salaries	Percentage of Salaries	Other Costs /	Total Annual
			Liabilities	Employer Retirement
				Costs (for active
				employees)
SBCTA				
Total FY2020 Salaries Cost <sup>2 6</sup>	\$7,805,307			
Employer's Contribution towards Retirement as a Percentage of Salaries <sup>3,9</sup>		10.70%		\$835,012
Employer's Payment towards Unfunded Liability as a Percentage of Salaries <sup>3,9</sup>		26.80%		\$2,091,822
Unfunded Pension Liability			\$14,926,497	
		Subtotal - SBCTA Retirer	nent Costs (estimated)	\$2,926,834
Omnitrans				
Total FY2020 Salaries and Wages Cost <sup>4</sup>	\$38,587,869			
Employer's Contribution towards Retirement as a Percentage of Salaries <sup>3,9</sup>		10.70%		\$4,128,130
CalPers Plan Unfunded Termination Liability at 2.50% interest rate <sup>8</sup>			\$174,195,569	
		Subtotal - Omnitrai	ns (high-level estimate)	\$4,128,130
	Grand Total F	Y20 (high-level estimate, exclud	ling termination costs)	\$7,054,964

#### Notes:

- 1. Estimates are for changes in retirement system costs only, do not account for salary and wage increases
- 2. Source: SBCTA Staff Positions FY2019-2020 Budget Salary Spreadsheet
- 3. Source: SBCERA Actuarial Report, page 34
- 4. Source: SBCTA FY19 CAFR, page 105
- 5. Source: Updated Omnitrans salaries
- 6. Source: CalPERS Actuarial Report, page 4
- 7. Source: Omnitrans FY19 CAFR, page 41
- 8. Source: CalPERS Actuarial Report, page 25. "The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination."
- 9. Normal cost rates change when new employees come into their system, depending among other factors on the demographic characteristics of the employee population.
- 10. This high-level estimate is provided for reference only. SBCERA's methods to estimate the termination liability are likely to differ from CalPERS. Similar to CalPERS, "the effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination."

### A-8 Job Classifications

**Staff Duplication:** Information and assumptions regarding staff duplication were reviewed and validated with key staff in both SBCTA and Omnitrans but are not included in this appendix. See Section 2.4.2 for discussion of the analysis. Costs shown were based on fully burdened rates.

**Job Classification:** Approach 8, Job Classifications – Standard Job Classifications lists the scenarios, assumptions, approach, and data used to complete the analysis for the standard classifications section and summarized in 2.4.2, Job Classifications.

### Approach 8, Job Classifications - Standard Job Classifications

Scenario	<ol> <li>Under a consolidated agency, a new job classification structure is developed that encompasses all non-union positions</li> </ol>
Assumptions	<ul> <li>Only non-unionized staff will be assessed</li> <li>Salary ranges and mid-points by employee category, not individual salaries, will be assessed</li> <li>Individual employees' existing salary/wages will not be reduced in a consolidation</li> </ul>
Approach	<ul> <li>Compare similar classifications and salary ranges for Omnitrans staff not covered by labor agreements to those of SBCTA staff</li> <li>Quantify annual cost difference by category of moving like-positions to the higher of the two agencies current pay ranges by position</li> <li>Identify if any employee falls outside the range and identify the cost</li> </ul>
Data Used	<ul> <li>Classifications of employees by agency, with job descriptions and salary ranges for SBCTA and Omnitrans</li> <li>Functional Assessment report's Tables and Staffing/Salary Range Lists</li> </ul>

The following methodology was used to calculate the impacts in this area:

- 1. Using the Agency Staffing Levels tables from Chapter 2 of the Task 1.2 Agency Functional Assessment, align each agency's current positions, salary ranges, and salary mid-points with the corresponding departmental/functional positions, and Identify current classifications with similar required skills and experience.
- 2. Remove positions addressed in the staff duplication section to avoid double counting.
- 3. Using the salary mid-points for each position where there are similar positions in each agency, identify the salary difference between the mid-points. No impact was deemed to occur for positions that are not equivalent in both agencies.
- 4. Assuming the higher of the two salaries will become the salary range for each position, multiply the salary difference by the number of positions in the agency that currently pays less for that position.
- 5. Sum up all salary differentials and adjust for multiple headcounts to arrive at the estimated annual salary costs increase due to the alignment of job classifications

#### **Existing Costs 7: Standard Job Classification Details**

SBCTA	Salary (including	Number of	Omnitrans	Salary (including	Number of	Salary Difference	Number of Positions	Total
	benefits)	Positions		benefits)	Positions	(including benefits)	Affected	
Senior Accountant	\$146,713	1	Senior Financial Analyst	\$123,321	2	\$23,392	2	\$46,783
Accounting Assistant	\$94,573	1	Accounting Clerk	\$56,188	2	\$38,385	2	\$76,770
Accountant	\$126,737	1	Accountant	\$108,177	2	\$18,559	2	\$37,119
Procurement Analyst	\$139,724	1	Contract Administrator	\$123,321	2	\$16,403	2	\$32,805
Chief of Legislative and Public Affairs	\$238,981	1	Director of Marketing and Communication	\$208,285	1	\$30,696	1	\$30,696
Management Analyst II	\$139,724	6	Community Outreach Coordinator	\$108,177	1	\$31,546	1	\$31,546
Senior Planner	\$169,838	1	Service Planning Manager <sup>3</sup>	\$160,269	1	\$9,570	1	\$9,570
GIS Administrator	\$161,750	1	Business Intelligence Analyst	\$123,321	1	\$38,428	1	\$38,428
Administrative Assistant Senior	\$109,479	1	Senior Administrative Assistant	\$94,892	1	\$14,586	1	\$14,586
Office Assistant	\$81,696	1	Administrative Clerk	\$56,188	3	\$25,507	3	\$76,522
Administrative Assistant	\$94,573	1	Administrative Assistant	\$80,417	1	\$14,156	1	\$7,078
Subtotal	\$1,503,802		Subtotal	\$1,242,573		Subto	otal adjustment increase	\$401,905
						Total SBCTA and C	Omnitrans existing costs	\$2,746,375
						Grand Total (with cost Inc	crease after adjustment)	\$3,148,280

Note that changes to benefits and retirement will change the range of results presented in this analysis.

## A-9 Employee Benefits

Approach 9, Employee Benefits lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.4.3, Employee Benefits.

### **Approach 9, Employee Benefits**

Scenarios	<ol> <li>All employees enrolled in Omnitrans system</li> <li>All employees enrolled in SBCTA system</li> </ol>
Assumptions	<ul> <li>No employee's benefits are harmed in the change/consolidation</li> <li>It is expected that represented employees will continue to be covered by their negotiated labor contract until the expiration of that contract. Any changes for represented employees will be subject to negotiation with the labor unions.</li> <li>Bargaining units are excluded in the analysis since they are covered by labor agreements</li> <li>There may be scenarios where the data is being compiled, but as this is an analysis, no decision are made.</li> </ul>
Approach	<ul> <li>For the purposes of analysis in this chapter, two options were evaluated to consolidate benefits for SBCTA's staff and Omnitrans' unrepresented staff. These options can be considered separately or jointly:         <ul> <li>Option 1: Medical Plans</li> <li>Option 2: Main Non-Medical Benefits</li> </ul> </li> </ul>
Data Used	<ul> <li>Detailed benefits and costs by employee category and agency</li> <li>List of all benefits (health care, vision, insurance, paid time off accruals, others)</li> </ul>

### THE FOLLOWING TABLES SHOW THE DATA BEHIND THE ANALYSIS.

For Option 1, given the uncertainty linked to the decisions of opting in or out the plan, selecting a plan, and deciding how many members of a household will be covered by the plan, a range of costs provides more reasonable estimates than specific amounts.

For Option 2, the analysis was based on FY 2020 salaries and does not account for salary and wage increases. Existing cost data used are from information provided by SBCTA and Omnitrans and presented in the Task 1.2 chapter. In contrast to Option 1 regarding the health benefit package, it was possible to determine more precisely the costs of each scenario, based on the current staff and positions of each organization.

### **Existing Costs 8: Current Employee Benefits**

Agency	Unit	0-4 Years of Service	5 - 9 Years of Servce	> 9 Years of Servic	e 10 Years +
SBCTA					
Vacation Leave/ PTO Accruals	Days	10	15	20	
Sick Leave	Days	12	12	12	
Holiday Leave	Days	13	13	13	
Administrative Leave - only Professional positions	Days	5	5	5	
Flexible Benefits and premium subsidy	\$/year per position		\$8,473-\$13,3	318	
Deferred Compensation (based on employee providing a match)		Non-Pro	ofessional up to 5%, Pi	rofessional up to 7%	, ,
Auto Allowance - Executive level only	\$/year per position		\$7,800		
Tuition Reimbursement	\$/year per position		\$1,000		
Communications Stipend - based on position and duties \$/year per position			\$1,080		
	Unit	1 - 5 Years	5 - 10 Years	10-20 Years	>20 Years
Omnitrans					
Vacation Leave/ PTO Accruals (hours)	Days	10	15	20	25
Sick Leave (days)	Days	12	12	12	12
Holiday Leave (days)	Days	11	11	11	11
Administrative Leave (days)	Days	0	0	0	0
Flexible Benefits (health insurance providing health, dental and life insurance)	\$/Year per position	\$3,000 (opting o	ut) -\$20,920 (90% of r	nost expensive med	ical plan)
Deferred Compensation	\$/Year per position	From 1% to 4% depending on the years of employment and performance starts in year 3.		erformance -	
Auto Allowance	\$/Year		\$0		
Tuition Reimbursement	\$/Year		\$0		
Communications Stipend	\$/Year		\$0		

### ESTIMATION OF ANNUAL BENEFITS COSTS UNDER TWO SCENARIOS<sup>1</sup>

### A-9-1, Employee Benefit Costs - Option 1 - Medical Plans

Option 1 - Medical Plans			
	# of Employees	Cost per Employee	Total Costs
SBCTA			
Base subsidy		\$8,473	
Health and dental insurance maximum premium subsidy for SBCTA insurance		\$4,845	
Maximum expense if all SBCTA employees enrolls in the health plan Miminum expense if all SBCTA opts out from the health plan		\$13,318 \$8,473	
Number of employees	65		
Average trend of medical plan costs - SBCTA			\$778,466
Omnitrans			
Maximum expenses if all unrepresented Omnitrans employees select EE+Family package at 90% of plan costs		\$20,921	
Minimum expense if all unrepresented Omnitrans employees select to opt out from a health plan at \$3,000/employee		\$3,000	
Number of employees (excluding represented)	123		
Average trend of medical plan costs - Omnitrans unrepresented emplo		\$1,624,732	
Total Average trend of medical plan costs (SBCTA + Omnitrans unre		\$2,403,198	

Option 1 - Medical Plans: Scenario 1 - Switch 65 SBCTA employees to Omnitrans health benefit package	
	Annual Costs / (Savings)
SBCTA Benefit Package	
Maximum expense if all SBCTA employees enrolls in a health plan at	
SBCTA at \$13,318 per employee	\$865,678
Minimum expense if all SBCTA opt out from the health plan at \$8,473	
per employee	\$550,745
Average costs based on current enrollment FY2020	\$778,466
Omnitrans Benefit Package	
Maximum expense if all SBCTA employees selects Employee+Family	
package from Omnitrans -90% of plan cost	\$1,359,844
Minimum expense if all SBCTA selects to opt out from Omnitrans	
health plan at \$3,000 per employee	\$195,000
Maximum and Minimum Projected Savings per Year	
Maximum cost increase to transfer SBCTA employees to Omnitrans	
Plan compared to current trends	\$581,379
Maximum cost savings to transfer SBCTA employees to Omnitrans	
Plan, if all opt out, compared to current trends	(\$583,466)
Midpoint average additional costs (savings)	(\$1,044)

Note that this range assumes that costs will remain the same for healthcare plans. In practice, costs will change when the population of eligible employees changes. The midpoint average is for reference only.

Option 1 - Medical Plans: Scenario 2 - Switch Omnitrans' 123 unrepresented employees to SBCTA					
health benefit package					
	Annual Costs / (Savings)				
SBCTA Benefit Package					
Maximum expense if all unrepresented Omnitrans selects an SBCTA					
health plan at \$13,318 per employee	\$1,638,129				
Minimum expense if all unrepresented Omnitrans selects to opt out					
from a health plan at \$8,473 per employee	\$1,042,179				
Omnitrans Benefit Package					
Maximum expenses if all unrepresented Omnitrans employees select					
EE+Family package at 90% of plan costs	\$2,573,244				
Minimum expense if all unrepresented Omnitrans employees select					
to opt out from a health plan at \$3,000/ee	\$369,000				
Average costs based on current Omnitrans enrollment FY2020	\$1,624,732				
Maximum and Minimum Projected Savings per Year					
Maximum cost increase to transfer Omnitrans unrepresented					
employees to SBCTA Plan compared to current trends	\$13,397				
Maximum cost savings to transfer Omnitrans unrepresented					
employees to SBCTA Plan, if all opt out, compared to current trends	(\$582,553)				
Midpoint average additional costs (savings)	(\$284,578)				

Note that this range assumes that costs will remain the same for healthcare plans. In practice, costs will change when the population of eligible employees changes. The midpoint average is for reference only.

### A-9-2, Employee Benefit Costs – Option 2 – Non-medical Plans

Option 2 - Main Non-Medical Benefits	
Average trend of main non-medical benefits - SBCTA	\$936,828
Average trend of of main non-medical benefits - Omnitrans unrepresented employees	\$174,124
Total Average trend of of main non-medical benefits (SBCTA + Omnitrans unrepresented employed	\$1,110,952

Option 2 - Non-Medical Benefits: Scenario 1 - SBCTA employees received Omnitrans benefit package	ge other than health
One-Time Cost	Annual
	Costs/(savings)
SBCTA Current Costs Eliminated	
Car allowance	(\$98,400)
Communication Allowance	(\$31,321)
Tuition Reimbursement <sup>5</sup>	(\$65,000)
Holiday Leave	(\$60,887)
Administrative Leave	(\$117,091)
Deferred Compensation Plan	(\$564,129)
One time savings for vacation leave hour increase one year earlier	
than Omnitrans (\$140,510)	
Subtotal using SBCTA benefit package	(\$936,828)
SBCTA new costs added based on Omnitrans benefit plan	
Car allowance	\$0
Communication Allowance	\$0
Tuition Reimbursement <sup>5</sup>	\$0
Holiday Leave	\$0
Administrative Leave	\$0
Vacation Leave extra week for 20+ years of employment	\$9,367
Deferred Compensation Plan	\$213,231
Subtotal using Omnitrans benefit package	\$222,598
Annual savings for reduction in Benefits to match Omnitrans	(\$714,230)
Average savings per employee (65)	(\$10,988)

Option 2 - Non-Medical Benefits: Scenario 2 - Omnitrans employees received SB	e other than health	
One-	-time Cost	Annual
		Costs/(savings)
Omnitrans current costs eliminated:		
Car allowance		\$0
Communication Allowance		\$0
Tuition Reimbursement <sup>5</sup>		\$0
Holiday Leave		\$0
Administrative Leave		\$0
Deferred Compensation Plan <sup>6</sup>		(\$153,065)
Vacation Leave extra week for 20+ years of employment		(\$21,059)
Subt otal using SBCTA benefit package		(\$174,124)
Omnitrans new costs added based on SBCTA benefit plan		
Car allowance		\$0
Communication Allowance		\$22,680
Tuition Reimbursement <sup>5</sup>		\$123,000
Holiday Leave		\$79,700
Administrative Leave		\$80,996
Vacation Leave		\$0
Deferred Compensation Plan		\$696,689
One time costs increases for vacation leave hour accruing one year		
earlier than Omnitrans \$2	213,830	
Subtotal costs using SBCTA benefit package		\$1,003,066
Annual costs increases to increase benefit	ts to match SBCTA	\$828,942
Average costs increases p	er employee (123)	\$6,739

### Notes:

- 1. Estimates are for changes in benefits costs only, do not account for salary and wage increases
- 2. Source SBCTA Staff Positions FY2019-2020 Budget Salary Spreadsheet
- 3. Source Task 1.2 Report, Section 3.3
- 4. Source Omnitrans Staff Positions and Salaries Estimate, Task 1.2 Report
- 5. Tuition reimbursement is maximum costs currently is not widely used.
- 6. Source: Omnitrans

## A-10 Information Technology

Approach 10, IT & Accounting Software list the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.5.1, Information Technology.

### Approach 10, IT & Accounting Software

Scenarios	Transfer Omnitrans' existing SAP services and integrate as subsidiary. In doing so, removed Eden, SBCTA software used for General Ledger, Accounting, AP, contracts, Payroll, HR, Purchase Orders, Project Accounting (limited), budget preparation (limited) and AR (limited)
Assumptions	<ul> <li>The consolidated agency will use a common financial system (SAP or other).</li> <li>FTA accounting requirements, such as utilizing the FTA Uniform System of Accounts, and separation of operating and capital costs using FTA definitions, are required in the consolidated agency, at least for the new Transit Operations Department.</li> </ul>
Approach	<ul> <li>Account for current staff, consultant and software costs from both agencies. Obtain high-level cost ranges from experts on the costs of modifying and adopting SAP agency-wide.</li> </ul>
Data Used	<ul> <li>Existing SBCTA and Omnitrans consultant, staff and software/license costs.</li> <li>High-level ranges of the costs of modifying and adopting SAP agency-wide based on interviews with IT experts.</li> </ul>

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS.

The Information Technology cost analysis considers Omnitrans' and SBCTA licensing fees, consultant fees, and staff salaries associated with their IT functions. SBCTA indicated during the agency interviews that their existing financial package is aging and that SBCTA planned to replace it soon. Thus, a key focus of this analysis entails the options for replacing that system. The table below presents SBTA's and Omnitrans' existing annual operating costs.

### **Existing Costs 9: Informational Technology**

Existing Costs Agency/Meeting		Annual Cost	Personnel Count	Total
- General meeting				
SBCTA				
License/Consultant Fees	Services provided			
Eden	GL, Accounting, AP, contracts, Payroll, HR, Purchase			
	Orders, Project Accounting (limited) Budget preparation	\$47,122		\$47,122
	(limited)& AR (limited)			
All other Contracts		\$463,293		\$463,293
Total Contracts				\$510,415
List of IT staffing (full-time):				
Management Analyst II		\$139,724	0.24	\$33,534
Human Resources/Inform	nation Services Administrator	\$187,249	0.58	\$108,605
Deputy Executive Officer		\$336,271	0.12	\$40,352
Total Staff				\$182,491
			Subtotal - SBCTA	\$692,906
Omnitrans				
License agreements/Consulto	ants Services provided			
SAP Public Services, Inc.	ERP includes FI/CO,HCM,Payroll,MM,SRM,PM	\$274,030		\$274,030
All other Contracts		\$1,828,744		\$1,828,744
Total Contracts				\$2,102,774
List of IT staffing (full-time):				
Director of Information T	echnology	\$208,285		\$208,285
Database Manager		\$160,269		\$160,269
Network Administrator		\$140,586		\$140,586
System Coordinator		\$140,586		\$140,586
Application Developer		\$123,321		\$123,321
Application Specialist		\$123,321		\$123,321
Network Engineer		\$123,321		\$123,321
Systems Engineer		\$123,321		\$123,321
Systems Specialist		\$116,110		\$116,110
Web Designer		\$123,321		\$123,321
Total Staff				\$1,382,442
		S	ubtotal - Omnitrans	\$3,485,215
			Grand Total	\$4,178,121
		Net Total (ex	cluding Staff Costs)	\$2,613,189

The analysis has assumed that the consolidated agency will use the same administrative systems (email, MS Office), as well as a common enterprise-level financial system (SAP or other). Additionally, FTA accounting requirements, such as utilizing the FTA Uniform System of Accounts, and separation of operating and capital costs using FTA definitions, are required in the consolidated agency, at least for the new Transit Operations Department under SBCTA.

WSP considered one scenario:

1. Transfer Omnitrans' existing SAP services and integrate as subsidiary

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### A-10-1, IT - Scenario 1

Option 1: Transfer Omnitrans' existing SAP services and integrate as subsidary			
. ,	One-Time Cost	Annual Cost	Total
Direct Costs			
SBCTA Existing Costs		\$510,415	\$510,415
Omnitrans Existing IT Costs		\$2,102,774	\$2,102,774
MINUS: Eden		(\$47,122)	(\$47,122)
	Contract Costs	s (exlcuding Eden)	\$2,566,067
Indirect Costs			
SBCTA Staff		\$182,491	\$182,491
Omnitrans Staff		\$1,382,442	\$1,382,442
	Existing Staff	Costs (no change)	\$1,564,932
		Total Cost	\$4,130,999
	Net Total (Exclu	ıding Staff Costs)	\$2,566,067
One-Time System Modification Cost			
Scenario 1: Low Range	\$250,000		
Scenario 2: High Range	\$1,000,000		

## A-11 Security

Approach 11, Security Contracts lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.5.2, Security.

### **Approach 11, Security Contracts**

Scenarios	1. A single consolidated agency with one security contract
Assumptions	<ul> <li>When existing contracts expire, the consolidated agency will be using the same security system under one contract</li> </ul>
Approach	<ul> <li>Review potential efficiencies linked to merging or simplifying contracts</li> </ul>
Data Used	<ul> <li>List of security contracts, costs, and dates (start and end) for each agency</li> </ul>

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS:

### **Existing Costs 10: Security**

Existing Costs		
	Value	Annual Cost
SBCTA		
Security Guard at Santa Fe Depot Building	\$200,000	\$200,000
	Subtotal - SBCTA	\$200,000
Omnitrans		
Platinum Security (Security Guard Services)	\$1,647,000	\$1,647,000
Payment received from Metrolink for SBTC security services	-\$44,300	-\$44,300
	Subtotal - Omnitrans	\$1,602,700
	Total	\$1,802,700

### A-11-1, Security - Scenario 1

Scenario 1: A single consolidated agency with one security contract	
	Annual Cost
Direct Costs:	
SBCTA - Security Costs	\$230,000
Omnitrans - Security Costs	\$1,602,700
Total	\$1,832,700

- 1. Source: information provided by SBCTA staff on 4/20/20
- 2. Source: information provided by SBCTA staff from Omnitrans contract

### A-12 Board of Directors/ Committees

Approach 12, Board of Directors/Committees lists the scenarios, assumptions, approach, and data used to complete the analysis in this section and summarized in 2.6.1, Board of Directors/Committees.

### **Approach 12, Board of Directors/Committees**

Scenarios	<ol> <li>SBCTA Board handles all Board functions; an existing SBCTA Committee acts as Committee for Transit Operations</li> <li>SBCTA Board handles all Board functions; a new Transit Operations Committee handles all transit operations issues</li> </ol>
Assumptions	<ul> <li>Omnitrans Board is dissolved, all Board and Committee functions transferred to SBCTA</li> <li>Consideration of transit operations issues and discussions made at the Committee level</li> <li>Due to the magnitude of business items currently handled by Omnitrans Committees/Board, SBCTA may need to add these matters to an existing Committee or create a new Committee</li> <li>Costs per hour of legal services and legislative representation for consolidation are reflected in the FTA direct recipient costs section</li> </ul>
Approach	<ul> <li>Calculate current annual cost of Omnitrans Board and Committee meetings</li> <li>Calculate annual savings from no future Omni meetings for Scenario 1.</li> <li>Calculate net annual savings if a new SBCTA Committee is created to handle Transit Operations issues.</li> </ul>
Data Used	<ul> <li>Board Member stipend per meeting at Omnitrans</li> <li>Board Member stipend per meeting at SBCTA</li> <li>Current mileage paid per meeting at both agencies</li> <li>Info on the number of Board members per committee at both agencies</li> </ul>

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\$246,715 *\$214,308* 

Net Total (excluding Staff Costs)

## **APPENDIX**

### THE FOLLOWING TABLES HIGHLIGHT DATA BEHIND THE ANALYSIS.

### **Existing Costs 11: Board and Committee Costs**

2080								
# of	# of	Member	Mileage/ Month	Member	Staff Cost (including	Staff Hourly Cost	Staff Hours Spent	Total Annual C
Meetings/Year	Members/Meeting	Stipend/Meeting	(when meetings	Stipend/Mileage (IRS standard mileage rate)	benefits)	(including benefits)	on Attending	
11	29	\$200	1737	\$0.58				\$74,787
11	12	\$100	470	\$0.58				\$16,173
11	12	\$100	832	\$0.58				\$18,462
11	17	\$100	1347	\$0.58				\$27,220
11	12	\$100	390	\$0.58				\$15,667
0	7	\$0	N/A	N/A				\$0
· ·	,	<del>, , , , , , , , , , , , , , , , , , , </del>	1471	1471			Subtotal - Board	\$152,308
:								
					\$290.484	\$140	40	\$5,586
								\$8,379
								\$3,447
								\$7,776
					\$139,724	\$67	20	\$1,343
							Subtotal - Staff	\$26,532
							Subtotal - SBCTA	\$178,841
								\$23,750
								\$8,750
10								\$8,750
								\$3,500
4	7							\$3,500
11	1	\$1,250						\$13,750
						Subtota	l - Board/Consultants	\$62,000
					\$347 130	\$167	22	\$3,672
					\$208,285	\$100	22	\$2,203
					<u> </u>			
							Subtotal - Staff	\$5,875
							Subtotal - Omnitrans	\$67,875
	11 11 11 11 11 0 0	11 12 11 12 11 17 11 12 0 7 7 11 10 19 10 6 10 7 4 7 4 7 4 7	11 29 \$200 11 12 \$100 11 12 \$100 11 12 \$100 11 17 \$100 11 12 \$100 0 7 \$0	11 29 \$200 1737 11 12 \$100 470 111 12 \$100 832 11 17 \$100 1347 11 12 \$100 390 0 7 \$0 N/A   10 19 \$125 10 6 \$125 10 7 \$125 4 7 \$125 4 7 \$125	11	11	11	11

#### Notes:

- 1. The number of committee members for the Metro Valley Study Session is 29, 17 is used to calculate the stipend as the other 12 members already received a stipend from the Transit Committee which is held the same day.
- 2. The Legislative Policy committee meets on an as needed basis.
- 3. Hours of SBCTA Staff attending Omnitrans Committee meetings are estimated and provided by SBCTA Staff.

### A-12-1, Boards and Committees - Scenario 1

Scenario 1: Total Board Member Attendance Costs if All Omnitrans Board and Committees Eliminated and an existing SBCTA Committee handles Transit Ope	ations matters	
	Annual Cost	Total
Direct Costs:		
SBCTA - Board/Committee	\$152,308	\$152,308
Omnitrans - Board/Committee/Consultants	\$0	\$0
	Subtotal - Board/Committee	\$152,308
Indirect Costs:		
SBCTA Staff	\$0	\$0
Omnitrans Staff	\$5,875	\$5,875
	Subtotal - Staff	\$5,875
	Grand Total	\$158,183
Ne	t Total (excluding Staff Costs)	\$152,308

### A-12-2, Boards and Committees - Scenario 2

Scenario 2: Total Board Member Attendance Costs i						·	
Board/Committee	# of Meetings/Year	# of Members/Meeting	Member Stipend/Meeting	Mileage/Monthly meeting	Member Stipend/Mileage (IRS standard mileage rate)	Annual Cost	Total
Direct Costs:							
New Transit Operations Committee - SBCTA SBCTA - Board/Committee Omnitrans - Board/Committee	11	12	\$100	564	\$0.58	\$13,524 \$152,308 \$0	\$13,524 \$152,308 \$0
					S	ubtotal - Board/Committee	\$165,833
Indirect Cost:							
SBCTA Staff Omnitrans Staff						\$0 \$5,875	\$0 \$5,875
						Subtotal - Staff  Grand Total	\$5,875 <b>\$171,707</b>
					Net T	otal (excluding Staff Costs)	\$165,833

Data 1: Memo from SBCERA Chief Financial Officer



### **MEMORANDUM**

**DATE** March 11, 2020

FROM Amy McInerny PHONE (909) 885-7980

Chief Financial Officer FAX

EMAIL amcinerny@sbcera.org

TO Beatriz Valdez

SBCTA

SUBJECT: SBCERA Plan Provisions vs CalPERS Plan Provisions

Comparing two pension plans can be difficult, the comparison is unlikely to be an "applesto-apples" comparison. There are many factors that can be different. These include amortization horizons and methodologies, benefit formulas, items included in final salaries, investment performance, and mortality experience.

Here are some items that I can see are different between the OmniTrans (CalPERS) plan and the SBCTA (SBCERA) plan:

- Items included in compensation SBCERA allows more items to be included in final compensation numbers than CalPERS.
- Assumed salary increases are greater with SBCERA.
- Amortization horizons on changes to the Unfunded Actuarially Accrued Liability are different. SBCERA has used closed amoritzation layers, while CalPERS has reset amoritization in recent history. In theory, this treatment causes a lower UAAL payment in the near future, but allows it to linger longer.
- Disability benefits are potentially higher with the SBCERA plan than they are with CalPERS.
- Death benefits are higher with SBCERA.
- Benefit formulas are calcualted differently.

I based these observations on the SBCERA CAFR, OmniTrans CAFR, CalPERS Valuation Study, and the SBCERA Valuation Study.

### Data 2: Memo from Best Best & Krieger, General Counsel



### BEST BEST & KRIEGER

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### MEMORANDUM

To: Erin Rogers, Omnitrans Interim CEO/General Manager

From: Best Best & Krieger LLP, General Counsel

**Date:** April 15, 2020

Re: Implications of Consolidation on Pension Obligations

### INTRODUCTION

Omnitrans and the San Bernardino County Transportation Authority ("SBCTA"), collectively ("Agencies"), are considering a consolidation of their operations into a single entity. Omnitrans has asked for an analysis of the impact of such consolidation on the pension obligations of each Agency. Omnitrans provides pension benefits to eligible employees through the California Public Employees' Retirement System ("CalPERS") whereas SBCTA does so through the San Bernardino County Employees' Retirement Association ("SBCERA") pursuant to statutory obligation as codified in Public Utilities Code Section 130824.

### **ANALYSIS**

The Public Employees' Retirement Law ("PERL"), the body of law governing CalPERS, and the County Employees Retirement Law ("CERL), the body of law governing county retirem ent systems such as SBCERA, include provisions requiring that employees in the same membership classification (i.e., general members for SBCERA, miscellaneous members for CalPERS) be covered by the same retirement system. Therefore, as the Agencies continue to move towards consolidation, a principal consideration is that the Agencies will need to select either CalPERS or SBCERA as the retirement system for the employees of the consolidated agency.

Although the consolidated agency could theoretically opt to go in a different direction from either CalPERS or SBCERA, there are two reasons why this would not be advisable. First, under the vested rights doctrine, current employees are entitled to continue accruing pension benefits at the same level extended to them at the start of employment, as improved over time. Therefore, if the consolidated agency were to forego contracting with CalPERS or SBCERA, as a successor to both Omnitrans and SBCTA, it would be required to at the very least replicate the pension benefits provided by CalPERS or SBCERA to then current employees. While opting not to contract with a retirement system would allow the consolidated agency to offer a different retirement benefit to new employees (e.g., a defined contribution plan), the second reason makes this untenable. That is, if the consolidated agency does not negotiate a transition from SBCERA to CalPERS, or vice versa, then each of the Agencies (assuming they cease to operate) would be responsible for the unfunded actuarial liability ("UAL") under their respective retirement system

1 See e.g., Gov't Code §§20479 and 31485.9.

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on a terminated basis which generally increases the UAL by three to four times the value of the UAL on an ongoing basis.

The process for the termination of a pension contract varies between CalPERS and SBCERA but the underlying principle is the same – that each retirement system will want to retain sufficient assets to ensure that it can pay the benefits that accrued as of the termination date. Once a contract is terminated, the retirement system cannot go back to the terminated agency seeking additional contributions if the retained assets turn out to be insufficient to pay all accrued benefits. As

such, the retirement systems will calculate the UAL on terminated basis using a much lower assumed rate of return than the rate used to calculate UAL on an ongoing basis (i.e., agencies that continue to participate in the system). While there is no publically available information that provides us with an estimate of what the terminated UAL would be for SBCTA – the Agencies would need to approach SBCERA to request an estimate – that information is available for Omnitrans. Omnitrans' current valuation report provides a hypothetical termination calculation which assumes a June 30, 2018 termination date. It estimates termination UAL (i.e., termination liability *minus* plan assets) between \$145,005,987 (using a 3.25% discount rate) and \$174,195,569 (using a 2.5% discount rate).<sup>2</sup> The total termination liability is calculated using a variable rate and would not be finalized until *after* the termination is effective. Therefore, the preceding numbers are subject to change based on numerous factors, including investment returns, benefit accruals, actuarial experience since the date the estimate is based on, and the discount rate applicable at termination. If Omnitrans is unable to pay its entire termination liability, the accrued benefits of its retirees and employees would be reduced to an amount that is proportionate to the remaining unfunded liability.<sup>3</sup>

In light of the preceding, the remainder of this Memorandum assumes that the consolidated agency would elect either an SBCERA or CalPERS retirement program. A foundational consideration in electing between these retirement systems are the retirement plans offered under each. For this purpose, the following table provides a general overview of the retirement plan offered by each Agency based on publicly available information (this table can be updated as more specific information becomes available). While the plans appear to be similar, the difference lies in what is included in reportable compensation.

Omnitrans (CalPERS)<sup>4</sup>
SBCTA (SBCERA)<sup>5</sup>

<sup>&</sup>lt;sup>2</sup> For comparison purposes, the UAL for Omnitrans on an ongoing basis was \$33,026,939 as of June 30, 2018. A copy of the most recent valuation report for Omnitrans can be obtained on the following webpage: <a href="https://www.calpers.ca.gov/docs/actuarial-reports/2018/omnitrans-miscellaneous-2018.pdf">https://www.calpers.ca.gov/docs/actuarial-reports/2018/omnitrans-miscellaneous-2018.pdf</a>.

<sup>&</sup>lt;sup>3</sup> Gov't, Code §20577.

<sup>&</sup>lt;sup>4</sup> 2019 Omnitrans actuarial valuation from CalPERS based on data available as of June 30, 2018.



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Pension Formula	Classic: 2% @ 55 PEPRA: 2% @ 62	Tier 1 (Classic): 2% @ 55 Tier 2 (PEPRA): 2% @ 62
Employee Contribution	Classic: 7% PEPRA: 7.25%	Tier 1: 9.13% - 14.79% <sup>6</sup> Tier 2: 9.06%
Employer Contribution Rate	14.683% (inclusive of normal cost and amortization of UAL) of projected payroll of \$36,649,597	Tier 1: 37.03% + Tier 1 employee % Tier 2: 34.30%
Final Compensation Period	Classic: Highest 12 months PEPRA: Highest 36 months	Tier 1: Highest 12 months Tier 2: Highest 36 months
Participants	Active: 662 Retired: 444	Data not available publicly

The calculation of benefits for PEPRA members is based on identical factors for both CalPERS and SBCERA as they are based on the Public Employees' Pension Reform Act of 2013. However, the calc

ulation of benefits for classic members (referred to as Tier 1 members by SBCERA) is governed by the laws, regulations and policies applicable to each system. For classic members, reportable compensation is comprised of payrate and special compensation. Payrate is essentially base salary as listed on a publicly available pay schedule. Special compensation is limited to items of compensation identified in Section 571 of the California Code of Regulations which meet a number of requirements, including that it be made available t

o a "group or class", that it be contained in a written labor or agreement, that it be for normally required duties and for duties performed during normal hours of employment. Compensation items such as overtime (other than FLSA premium pay for normal work hours), cash in lieu of benefits, auto allowances, cash outs of accrued leave, standby or on-call pay are not reportable to CalPERS. In contrast, SBCERA defines reportable compensation broadly excluding only minimal items such as overtime. For SBCERA purposes, reportable compensation is defined as base pay plus any additional payable items, including allowances and cash outs, as approved by the SBCERA Board of Retirement in the annual pay code resolution. The pay code resolution for SBCTA (enclosed) includes items that would not be reportable under CalPERS but note that several items are pending resolution of the vested rights case *Alameda County Deputy Sheriff's Assn v. Alameda County Employees' Retirement Assn., Cal. Supreme Court Case No. S247095* which has been scheduled for oral arguments on May 5, 2020.

<sup>5</sup> SBCTA 2019 Comprehensive Annual Financial Report. Data available for year ended June 30, 2019.

6 Paid by SBCTA.



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Additionally, final compensation calculations are inherently different between CalPERS and SBCERA for classic and Tier 1 members. For instance, CalPERS uses the full-time equivalent salary during a final compensation period for calculations, while SBCERS uses the true earnings from the final compensation period.

Irrespective of which system is selected by the consolidated agency, the goal is to avoid the assessment of termination lia

bility. For this purpose, we strongly recommend early engagement with both SBCERA and CalPERS to negotiate an orderly transition that avoids the assessment of termination liability. The current models for a transfer without the assessment of termination liability provide for a transfer from CalPERS to a county retirement system such as SBCERA.

☐ The first, is codified in PERL Section 20585, and carried out, relevant to these circumstances, by PER
Section 20587. This provision states that if all or some of the functions and corresponding employees
a CalPERS employer are transferred to an agency that participates in a county retirement system, the
CalPERS employer together with CalPERS and the county retirement system may enter into a
agreement to provide for the termination of the CalPERS employer's participation in CalPER
and inclusion of its employees in the county retirement system. While this avoids termination
liability, a significant drawback of this approach is that transferred assets from CalPERS
SBCERA would be capped at the accumulated contributions by Omnitrans implying that ar
investment earnings would be retained by CalPERS. <sup>8</sup>

□ The second is codified in PERL Section 20588 but would require amendment. As currently written, this section allows for a CalPERS safety plan to be transferred to a county retirement system in cases where firefighting or law enforcement functions are transferred from an agency participating in CalPERS to an agency participating in a county retirement system. The significant advantage of Section 20588 is that a termination of a CalPERS plan pursuant to this section is not subject to termination liability because the liability of accrued benefits of current employees is transferred entirely to the county retirement system.

Under this approach, retired employees through the date of the transfer remain with CalPERS and CalPERS retains sufficient assets to cover its anticipated liability for the payment of said benefits. However, the accrued service credit (and associated liability and assets) of existing members are transferred in their entirety to the county retirement system. While assets, the investment of, and

<sup>&</sup>lt;sup>7</sup> All subsequent statutory references are made to the California Gov. Code, and will be designated as being contained within the County Employees' Retirement Law ("CERL") or the Public Employees' Retirement Law ("PERL"), unless otherwise noted.

<sup>&</sup>lt;sup>8</sup> CERL §31648.4, where PERL §20569 was amended as PERL §20585



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resultant interest from relevant contributions will be transferred to SBCERA, the CalPERS Board will have control over determining the extent of what's transferred, which could be a point of contention. As such, it would be prudent to request a transfer

report from CalPERS under the assumption that PERL Section 20588 would be amended to apply to miscellaneous members, detailing all relevant costs and transferred values, prior to approaching SBCERA under this scenario.

As implied above, pursuing this option would require legislative action to expand the scope of PERL Section 20588 (and the corresponding CERL Section 31657) to include miscellaneous members.

In addition to the foregoing, there is a possible approach that could be pursued for a transf er from SBCERA to CalPERS if SBCTA has no retirees under SBCERA. While unlikely, since SBCTA is a successor to another SBCERA employer, CERL Section 31564(c) appears to allow for a transition of all member contributions to another public retirement system, so long as SBCTA does not have any retirees under SBCERA. In conjunction with PERL Section 20462, which allows for the continuation of an existing pension trust or retirement plan, SBCTA could effectively move all active employees, and their credited service, to CalPERS. To the extent this is a viable approach, we would need to confer with both retirement systems to confirm the application of these statutes. However, a move by SBCTA from SBCERA to CalPERS would require a further amendment to Government Code Section 130824 (part of the law that created SBCTA) as it requires participation in SBCERA to the extent that SBCTA is the surviving entity.

One last consideration is that the process becomes more complicated to the extent that the consolidation results in a new entity and the new entity decides to contract with CalPERS. In this case, assuming that termination liability can be avoided, the new entity would need to establish eligibility to participate in CalPERS (a step that a surviving Omnitrans would not have to engage in). To the extent that the new entity is created by specific legislation, eligibility would likely be assured but not so if the new entity is a joint powers authority. Most, if not all, joint powers authorities have not been deemed eligible by CalPERS since 2012.



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### Memorandum

To: Erin Rogers, Omnitrans Interim CEO/General Manager

From: Best Best & Krieger LLP, General Counsel

**Date:** May 4, 2020

Re: Questions Regarding Potential Consolidation of Omnitrans Under SBCTA

### **QUESTION PRESENTED**

- 1. What actions would be required to dissolve the Omnitrans JPA?
- 2. What is required to change Omnitrans' status as the Consolidated Transportation Authority ("CTSA")?
- 3. Is the San Bernardino County Transportation Authority ("SBCTA") authorized to operate buses, set and collect fares and take other actions related to transit operations?
- 4. Is SBCTA currently eligible to claim Local Transportation Funds ("LTF") under the Transportation Development Act ("TDA"), and are there any other limitations in the TDA related to SBCTA's potential assumption of Omnitrans functions?
  - 5. How would other transit funding sources be transferred from Omnitrans to

SBCTA?

6. What actions would be required for SBCTA to utilize Omnitrans contracts for paratransit and other services?

### **BRIEF ANSWERS**

- 1. Dissolution of the Omnitrans JPA would either require legislation that would provide for such dissolution, or would require elective action of the member agencies to terminate the JPA Agreement, as defined below.
- 2. SBCTA may rescind the CTSA designation upon making an appealable finding that Omnitrans has failed substantially to comply with the terms of its allocations, with the governing act or with the action plan.
- 3. SBCTA, as a special district, is a limited purpose entity and is not clearly authorized to operate buses, set and collect fares and take other actions related to transit operations.

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4. It does not appear that SBCTA is the type of entity that is eligible to submit claims for LTF under Article 4. Assuming SBCTA is eligible, as a successor to an existing joint powers authority, SBCTA would be required to comply with specified fare ratio requirements.

### 5. Other Transit Funding Sources.

a. Measure I does not identify transit provider entities, thus it would appear that SBCTA can redirect these funds in its discretion, as long as the funds are used for transit in the San Bernardino Valley Subarea.

b. Absent Board or legislative action to dissolve Omnitrans and make SBCTA a successor to the agency, consent and cooperation of Omnitrans would be required to negotiate potential transfer of existing grant agreements with FTA, and a change in the designated recipient for various formula funds. FTA consent may be required regardless of how such transfer is accomplished.

6. Absent Board action or legislation that would provide for automatic assumption by SBCTA of existing Omnitrans' contracts required for continued transit operations, cooperation and consent from Omnitrans to assignment of such

contracts would be required. Omnitrans' standard contract form does not specify whether Omnitrans has the right to assign the contract, so a contractor could potentially contest such assignment, and request termination of the contract.

### **ANALYSIS**

### 1. JPA Dissolution; Transfer of Assets.

Omnitrans is a joint powers authority formed pursuant to the Joint Exercise of Powers

Act, Government Code Section 6500, et. seq. through that certain joint powers agreement titled "Amended and Restated

Joint Powers Agreement amongst the County of San Bernardino and the Cities of Chino, Chino Hills, Colton,

Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San

Bernardino, Upland, and Yucaipa Creating a County Wide Transportation Authority to be Known as

'Omnitrans'", dated July 1, 2016 (the "JPA Agreement").

Omnitrans could be dissolved by legislative action that would provide for assumption of Omnitrans' transit operations by SBCTA. Legislation could provide for dissolution of Omnitrans, upon enactment of such legislation, without the necessity of any further action. Such legislation could, among other things, provide for all real and personal property owned by Omnitrans to be transferred to SBCTA as the successor to its operations. Cooperation and consent of Omnitrans would likely be necessary to successfully move such legislation through the State government.

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### **APPENDIX**

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Dissolution of Omnitrans, absent legislative action, would have to occur by voluntary action of its member entities. Section 14 of the JPA Agreement provides that the JPA Agreement shall continue in force until terminated by mutual agreement of the parties.

In accordance with Section 15 of the JPA Agreement, individual members may withdraw from the JPA Agreement in accordance with the procedures set forth in this section, as shown below, which requires advance notice, adoption of a resolution of intent to withdraw by the legislative body of the withdrawing member, and a return to that member of any capital contributions made to Omnitrans, over a period of not more than five years.

**Section 15**. Any party may withdraw from this Agreement as of the first day of July of any year following

six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

Section 16 of the JPA Agreement sets forth the terms for dissolution of Omnitrans. In accordance with Section 16(B), if the member agencies elect to dissolve the JPA Agreement in order to change the governance structure of Omnitrans, all assets and liabilities of Omnitrans will transfer to the successor agency. If Omnitrans is dissolved for other than a change in governance structure, in accordance with Section 16(A), all assets owned by Omnitrans are to be distributed to the member agencies "...in the same proportion as that reflected in the parties' accumulated capital contribution accounts...." This subsection provides that, "...the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service."

In either case, a complete dissolution of Omnitrans as a JPA requires elective action by a majority of its Board members. Section 3(B) of the Omnitrans JPA provides that, generally, actions of the Board are by a majority vote of the members present, with a quorum in attendance. However, certain actions require a majority vote of the entire membership of the Board. These actions are specified as: "...the adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board." An action to dissolve the JPA would appear to be the type of action that would require a majority vote of the entire membership of the Board, but it is in the Board's discretion to make this determination.

Individual members may withdraw from the JPA in accordance with Section 15, with any asset return owed to such member(s) to be made in accordance with the timeframe set forth in that section. In practicality, even if some but not all of the members withdraw, the ability of Omnitrans to continue operations under the JPA Agreement, and its current structure, would at some point be compromised. Dissolution of Omnitrans either pursuant to Section 16(B), or

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legislative action could provide for transfer of its assets and liabilities to SBCTA, as the successor agency. Dissolution under 16(A) would be more complicated, and member agencies could require distribution of any assets to which they may be entitled, in accordance with the JPA.

# 2. CTSA Designation.

Omnitrans is currently the consolidated transportation services agency (CTSA) for the San Bernardino Valley region. Pursuant to Title 21, California Code of Regulations section 6680 ("Section 6680"), SBCTA, as the county transportation commission, is the entity in the SCAG region that has the authority to designate CTSAs within San Bernardino County. Such designations are to be made in accordance with the action plan adopted pursuant to Government Code section 15975, and one or more entities may be designated as the CTSA.

Section 6680 provides that a CTSA designation may be rescinded if the designating agency: "finds that the agency [CTSA] has failed substantially to comply with the terms of its allocations, with the Act or with the action plan." The decision to repeal a CTSA designation may be appealed pursuant to Public Utilities Code section 99242. The appeal is made to the Secretary of the Department of Transportation, who conducts an investigation and evaluation of the matter, and renders a final decision.

Based on the above, it appears that unless Omnitrans is in agreement with a change in the CTSA designation, in order to rescind Omnitrans' status as the CTSA for the San Bernardino Valley region, SBCTA must have a valid basis to make the above identified findings, or Omnitrans may appeal the decision.

Section 21 CCR § 6680, Designation of Consolidated Transportation Service Agency (CTSA), identifies the types of entities that may serve as the CTSA, and specifies that the transportation planning agency may not be the CTSA.

Each consolidated transportation service agency shall be an entity other than the transportation planning agency and shall be one of the following:

- (a) A public agency, including a city, county, operator, any state department or agency, public corporation, or public district, or a joint powers entity created pursuant to Chapter 5 (commencing with section 5000) of division 7, title 1 of the Government Code.
- (b) A common carrier of persons as defined in section 211 of the Public Utilities Code, engaged in the transportation of persons, as defined in section 208.
- (c) A private entity operating under a franchise or license.

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(d) A nonprofit corporation organized pursuant to division 2 (commencing with section 5000) of title 1 of the Corporations Code.

SBCTA may designate one or more other entities as the CTSA that meet any of the above requirements. It appears that SBCTA may also designate itself as the CTSA.

# 3. <u>Does SBCTA have power to operate buses</u>, and to set and collect fares?

It is not clear that SBCTA has the authority to operate buses, and take all actions related thereto, including establishing bus routes, setting bus schedules and setting and collecting fares (referred to in this section as "Transit Operations"). Omnitrans' authority to engage in Transit Operations stems from the JPA Agreement, and the broad authority of its member agencies. Cities and counties are general purpose governments, with much of their authority arising directly from Article XI, section 7 of the California Constitution, which provides: "A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." This is generally known as the "police power". In addition, Article XI, section 9(a) of the California Constitution provides:

(a) A municipal corporation may establish, purchase, and operate publ ic works to furnish its inhabitants with light, water, power, heat, <u>transportation</u>, or means of communication. It may furnish those services outside its boundaries, except within another municipal corporation which furnishes the same service and does not consent.

(Emphasis added.)

Special districts, by contrast, are entities created by legislation, with their powers only as established by the Legislature in their authorizing statute. Special districts do not have police power.<sup>1</sup>

SBCTA, in its current form, was created by SB 1305, Chaptered August, 26, 2016. SBCTA is a consolidated entity with the right to exercise the powers of: a county transportation commission, a local transportation authority, a service authority for freeway emergencies, or a local congestion management agency, all as defined in the San Bernardino County Transportation Authority Consolidation Act of 2017 (Public Utilities Code section 130800, et. seq.). It is not apparent than any of the foregoing types of entities have the power to engage in Transit Operations, and such operations are not part of the basic purpose of any of these types of entities.

<sup>1</sup> See for example, Los Angeles County Flood Control Dist. v. Southern California Edison Company, 51 Cal. 2d 331, 339,333 P.2d 1 (1958).

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Pursuant to Public Utilities Code section 130809(b)(6), SBCTA does have authority: "to construct, acquire, develop, jointly develop, maintain, operate, lease, and dispose of work, property, rights-of-way, and facilities." Further, under subsection (b)(9), SBCTA may: "...fix and collect fees for any services rendered by it." However, these rights do not clearly authorize Transit Operations.

In comparison, the Orange County Transportation Authority ("OCTA"), for example, is a consolidated entity which includes the Orange County Transit District. The Orange County Transit District has the express right, pursuant to Public Utilities Code section 40180, to own and operate buslines and all facilities necessary for the provision of transit service:

...acquire, construct, own, operate, control or use rights-of-way, rail lines, buslines, stations, platforms, switches, yards, terminals and any and all other facilities necessary or convenient for transit service within or partly without the district...

Since the power to engage in Transit Operations does not seem clear in SBCTA's statutory authority, especially as compared to other special districts that were formed for the purpose of such operations, a reasonable conclusion is that SBCTA does not have such power.

## 4. LTF Claims for Municipal Services

a. SBCTA Does Not Appear to be an Entity Entitled to File a Claim for LTF Funds for Municipal Services.

LTF funding is a major source of revenue for transit operations. To make transit operations by SBCTA feasible, it would likely require access to this funding source. However, based on a plain reading of the relevant Public Utilities Code (PUC) sections, it does not appear that SBCTA is currently entitled to file a claim for LTF funds. If this reading of the PUC is correct, it appears that a statutory change to the TDA, or to SBCTA's legal status would be required. Another alternative would appear to be for Omnitrans members, following withdrawal from Omnitrans, dissolution of the JPA, or possibly on joint consent of all Omnitrans members, to file claims individually for their respective cities or the county, on behalf of SBCTA.

PUC section 99231, titled "Operators and city or county governments; claims for area's apportionment" provides, in part, that:

All <u>operators and city or county governments</u> with responsibility for providing municipal services to a given area collectively may file claims for only those moneys that represent that area's apportionment.

(Emphasis added.)

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It does not appear that SBCTA would qualify as an entity eligible to file a claim for apportionment of LTF for provision of municipal services. SBCTA does not appear to meet the definition of an "operator" or a "city or county government" with responsibility for providing municipal services in a given area.

The term "operator" is defined in PUC section 99210 as: "any transit district, included transit district, municipal operator, included municipal operator, or transit development board."

"Transit district" is generally defined in PUC section 99213 as a public entity designated in i ts enabling legislation as a transit district or a rapid transit district. Pursuant to PUC section 99208, an "included transit district" means any of the following which has operated a public transportation system since at least January 1, 1971:

- (a) A transit district whose boundaries are contained entirely within those of a larger transit district.
- (b) A district organized pursuant to Part 3 (commencing with Section 27000) of Division 16 of the Streets and Highways Code.

Public Utilities Code section 99209 defines "municipal operator" as:

...a city or county, including any nonprofit corporation or other legal entity wholly owned or controlled by the city or county, which operates a public transportation system, or which on July 1, 1972, financially supported, in whole or in part, a privately owned public transportation system, and which is not included, in whole or in part, within an existing transit district.

Per PUC section 99209.1, "municipal operator" also means any county which is located in part within a transit district and which operates a public transportation system in the unincorporated area of the county not within the area of the district.

PUC section 99207 generally, and in relevant part, defines "included municipal operator" as city or county that has since January 1, 1971, and continuously since then, provided its own public transportation services, but which is included, in whole or in part, within a transit district or which has the authority to join a transit district by that district's enabling legislation.

PUC section 99215 defines "transit development board" as a public entity created by state law and designated as a transit development board in its enabling legislation. It also includes any nonprofit corporation or other legal entity wholly owned or controlled by the transit development board which operates a public transportation system.

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Per Section 99204, "City" means a city within the county having the fund from which the disbursement will be made, and per 99205, "County" includes a city and county.

As SBCTA does not appear to be an "operator" or a "city or county government" it does not seem that SBCTA would be entitled to file a claim for LTF funds under PUC 99231, without a legislative change either to the TDA or to its structure (for example, Orange County Transportation Authority appears to operate bus services under its authority as the Orange County Transit District, Public Utilities Code section 40000, et. seq.) <sup>2</sup>

b. *PUC 99231 Reference to San Bernardino County JPA*. PUC section 99231 appears to clearly refer to the area covered by the Omnitrans JPA, however, it does not seem that this section, on its own, would limit the ability of another eligible entity to make a claim for funds apportioned to this area.

PUC 99231 provides that term "area" means:

(h) With reference to the County of San Bernardino, the area within the jurisdiction of the transit operator established by the joint exercise of powers of one or more cities, including the most populous city, and the County of San Bernardino. The area within the jurisdiction of the transit operator shall be as it existed on January 1, 1985, as determined by the San Bernardino County Transportation Commission.

Assuming that SBCTA was otherwise authorized to submit a claim under PUC section 99231, it seems that it could submit the claim for this area in lieu of Omnitrans submitting such claim.

c. The TDA Includes Specific Requirements for a Successor to a JPA.

PUC section 99268.6 specifically addresses successor agencies to a joint powers entity that have provided public transportation services and received funding under Article 4 of the TDA. This section addresses dissolution of the joint power entity, and eligibility of a successor entity, and requires that the successor entity comply with specified fare ratio requirements. Section 99268.6 provides:

- (a) If a joint powers entity providing public transportation services was funded at any time under this article and is subsequently
- 2 Pursuant to Public Utilities Code section 130052.3, the Orange County Transportation Commission, the Orange County Transit District, the Orange County Service Authority for Freeway Emergencies, and the Orange County Consolidated Transportation

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# **APPENDIX**

Services Agency were required to provide a consolidation plan to the legislature for consolidation of their functions under a single policy board by December 1, 1991.

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dissolved, any succeeding entity providing such services shall not be eligible for funding, unless it conforms to Section 99268.1, 99268.2, 99268.3, 99268.4, 99268.5, or 99268.9, as the case may be, which applied to its predecessor.

(b) Except a city or a county filing a claim pursuant to Section 99260.

7, no public agency providing public transportation services, after withdrawing from, or while remaining in, a joint powers entity providing public transportation services, shall be eligible for funding under this article, unless it conforms to Section 99268.1, 99268.2, 99268.3, 99268.4, or 99268.9, as the case may be, that the joint powers entity is required to conform with in order to be eligible for such funding at the time the public agency commences its public transportation services. The public agency is an operator and shall be subject to Section 99268.9.

It would appear that if SBCTA became the successor to Omnitrans, and assuming it is eligible to make a claim for TDA funds, it would also have to comply with the applicable fare ratio requirements set forth above.

#### 5. Other Funding Sources.

a. Measure I Funds.

SBCTA's current measure, Ordinance No. 04-01, provides for the continuation of SBCTA's one-half of one percent retail transaction and use tax for local transportation purposes and Transportation Expenditure Plan from 2010 to 2040 ("Measure I"). Measure I identifies the San Bernardino Valley Subarea, which includes the Omnitrans member entities, as one of the subareas for which various funding sources are allocated, including transit. Measure I does not specifically name Omnitrans, and rather includes generalized funding categories, and allocations for such categories. For example, funding is allocated for express bus and bus rapid transit, "...for the development, implementation and operation of express bus and bus rapid transit service, to be jointly developed by the Authority and transit service agencies serving the Valley Subarea."

In light of the generalized nature of Measure I, it would appear that funds currently allocated to Omnitrans services could be reallocated to transit services provided by SBCTA, without consent or cooperation of Omnitrans, as long as those funds were used for the San Bernardino Valley Subarea.

b. Federal Funds.

Omnitrans is currently the direct recipient of the FTA TIGER grant of \$8.7 million dollars for the Redlands

Passenger Rail Project, as well as other FTA funds. Omnitrans annually

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executes the FTA Certifications and Assurances, and completes its multiple reporting, auditing, and other obligations to the FTA. As the direct recipient of multiple FTA grants, and as an obligee to FTA to carry out its grant requirements (such as requirements related to continuing control of FTA assisted revenue vehicles and other property), Omnitrans has direct contractual rights and obligations related to its agreements with the FTA. Absent legislative or Board action to make SBCTA the successor to Omnitrans, as described in Section 1 of this memo, consent and cooperation of Omnitrans would be required to negotiate potential transfer of existing agreements with FTA to SBCTA, and a change in the designated recipient for various formula funds. In any case, agreements with FTA should be reviewed to determine if assignment, even to a successor entity, may require FTA consent.

# 6. Existing Contracts.

Omnitrans has a multitude of existing contracts for the performance of work and services required for its operations. One of its major contracts is for the provision of Omnitrans Access, its Americans with Disabilities Act mandated on-demand paratransit access service. Omnitrans recently conducted a multi-month procurement process to engage the services of First Transit, Inc. under a long term contract for these services. In order for SBCTA to take on many of the functions provided by Omnitrans, it would need to either conduct new procurements for a multitude of contracted services, or would require Omnitrans' consent to an assignment of its existing contracts, such as its contract with First Transit, Inc. Alternatively, legislative or Board action to make SBCTA the successor agency to Omnitrans could also include assignment of these contracts. Omnitrans' standard contract form does not address Omnitrans' right to assign the contract. While it is unlikely that a contractor would protest assignment of its contract to SBCTA, a contractor could potentially contest the right of Omnitrans to make such assignment, and seek termination of the contract.

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# Minute Action

**AGENDA ITEM: 27** 

Date: September 2, 2020

#### Subject:

Interstate 10 University Street Interchange Improvements Project - Award Construction Contract

#### Recommendation:

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

A. Award Construction Contract No. 20-1002290 based on the competitive low bid process for the Interstate 10 University Street Interchange Improvements Project (Project) to SEMA Construction, Inc. in the amount of \$3,147,457.50.

B. Approve an Allowances/Contingency amount of \$830,590, for Supplemental Work, Contingency, and Agency Furnished Materials for the Project, and authorize the Executive Director or his designee to release the contingency as necessary.

# Background:

The Interstate 10 (I-10) University Street Interchange 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, signalizing 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, City of Redlands, and State Minor Program funds.

On August 5, 2020, San Bernardino County Transportation Authority (SBCTA) received four (4) bids from contractors whose bid form amounts on their face ranged from a low of \$3,147,458.00 to a high of \$3,910,609.00. At the bid opening, SEMA Construction, Inc. was identified as the lowest bidder at \$3,147,458.00, followed by Powell Constructors, Inc. at \$3,424,833.00, and Griffith Company at \$3,661,942.00. The complete listing of bid day results for this project is provided in Exhibit A.

All bids were reviewed by SBCTA staff for discrepancies and compliance with the Invitation for Bids (IFB). The SEMA Construction, Inc. bid was found to be the lowest responsive and responsible bid and was found to be compliant with all IFB requirements.

Allowances and contingency for the Project totals a not-to-exceed amount of \$830,590, consisting of project supplemental items at \$424,500, project contingency at \$306,090, and Agency Furnished Materials and Services at \$100,000 (see Exhibit B). The supplemental and contingency funds would be available pending authorization by the Executive Director or his designee. The estimated amount of \$100,000 for Agency Furnished Materials and Services will be paid directly by SBCTA to the California Highway Patrol (CHP) for Construction Zone Enhanced Enforcement Program (COZEEP) and to the California Department of Transportation (Caltrans) for traffic signal controller assembly. All costs are within the current cooperative agreement amounts.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 2, 2020 Page 2

Staff recommends approval of both recommendations in order to proceed with the construction of the I-10 University Street Improvements Project.

### Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0899 I-10 University Street Interchange.

# 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 the draft contract.

# Responsible Staff:

Henry Stultz, Construction Manager

Approved Board of Directors Date: September 2, 2020

Witnessed By:

# **Contract Summary Sheet**

			001	tract 50	illinial y once				
			Gener	al Conti	ract Informa	tion			
Contract No:	20-1002290	Amend	dment No.:						
Contract Class:	Payab	le	Departm	ient:	Pro	oject Deliv	very		
Vendor No.:	03647	Vend	or Name: SEI	MA Con	struction, Inc	С.			
Description:	I-10 Universi	ty Street In	terchange Pro	oject - C	onstruction (	Contract			
List Any Related Co	ontract Nos.:	20-10	02401, 00-10	100985 8	& 15-100116°	7			
				Dollar	Amount				
Original Contract		\$	3,147,4	58.00	Original Con	tingency		\$	730,590.00
Prior Amendments	S	\$		-	Prior Amend	Iments		\$	-
Current Amendme	ent	\$		-	Current Ame	endment		\$	-
Total/Revised Con	tract Value	\$	3,147,4	58.00	Total Contin	gency Val	ue	\$	730,590.00
		Total	Dollar Autho	ority (Co	ntract Value	and Con	tingency)	\$	3,878,048.00
			Со	ntract A	uthorization	1			
Board of Direct	ors Date		02/2020			Board		Item	n# <u>6813</u>
			ntract Mana	_		ırposes Or			
·	tal Project Co	ntracts		Sole Sou	rce? No		No Buc	lget Adju	stment
State/Local			Construc		to Davahla				
					ts Payable				
Estimated Start Da		/15/2020	Expiration	-	12/31/20		Revised Expiration	n Date:	
NHS: Yes	_ QN	/IP/QAP:	Yes	Pro	evailing Wag	e:	Yes	_	
	Sub-					Total	Contract Funding:	Total	Contingency:
Fund Prog Task		Revenue	PA Level	Revenue (	Code Name	\$	3,147,458.00	\$	730,590.00
GL: 2550 40 0830		42205010	650		trans		500,000.00 2,173,563.02		-
GL: 4120 40 0830 GL: 6010 40 0830		41100000 42418003	650 650		1SI Redlands	-	473,894.98	-	599,814.39 130,775.61
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He	enry Stultz		_			Paula Be	auchamp		
Project Ma	nager (Print N	lame)			Tas	k Manage	r (Print Name)		
Additional Notes: Co	ontingency is fo	or contract co	ontingency and	supplei	mental work.	Suppleme	ntal work is estima	ted at \$42	24,500.

### Contract Summary Sheet

			Contract 3	ummary sneet			
			General Con	tract Information			
Contract No:	20-100229	0 Amend	dment No.:				
Contract Class:	Paya	ble	Department:	Project	Delivery		
Vendor No.:	N/A	Vend	lor Name: Admin Co	ontract			
Description:	Furnish Ma	terials and S	ervices I-10 Universi	ty Street Intercha	nge Project		
List Any Related Co	ntract Nos.:	20-10	002401, 00-1000985	& 15-1001167			
			Dolla	r Amount			
Original Contract		\$	100,000.00	Original Continge	ency	\$	-
Prior Amendments		\$	-	Prior Amendmer	nts	\$	-
Current Amendmer	nt	\$	-	Current Amendn	nent	\$	-
Total/Revised Cont	tract Value	\$	100,000.00	Total Contingend	cy Value	\$	-
		Total	Dollar Authority (C	ontract Value and	d Contingency)	\$	100,000.00
			Contract	Authorization			
Board of Directo	ors Da	te: <u>09</u> /	/02/2020	В	oard	Item #	6813
			ontract Managemer				
	Administrat	ive		urce? No	No Bu	dget Adjustr	ment
Local			Construction	ata Daniella			
				nts Payable			
Estimated Start Dat	te: <u>0</u> 9	9/15/2020	Expiration Date:	12/31/2040	Revised Expiration	on Date: _	
NHS: N/A	Q	MP/QAP:	N/A P	revailing Wage: _	N/A		
	Sub-				Total Contract Funding:	Total Co	ontingency:
Fund Prog Task		Revenue	PA Level Revenue	e Code Name	100,000.00	\$	
GL: 4120 40 0830 GL: 6010 40 0830	0899 53701	41100000		MSI	82,100.00		
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Auditional Notes:							

rieni y Stultz	i adia beadchamp
Project Manager (Print Name)	Task Manager (Print Name)
Additional Notes:	

#### CONTRACT 20-1002290

#### BY AND BETWEEN

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

#### AND

#### SEMA CONSTRUCTION, INC.

#### **FOR**

#### I-10 UNIVERSITY STREET INTERCHANGE IMPROVEMENTS PROJECT

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and SEMA Construction, Inc. ("CONTRACTOR") whose address is 42690 Rio Nedo, Suite G, Temecula, California 92590. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

#### **RECITALS:**

WHEREAS, SBCTA has determined that it requires construction of I-10 University Street Interchange Improvements Project; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

**NOW, THEREFORE**, the Parties hereto agree as follows:

#### ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; bid dated August 5, 2020; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans and Specifications dated **December 19, 2019**; Addenda Nos. 1, 2, 3, 4 and 5; Special Provisions dated **December 2019**; and Performance and Payment Bonds.

#### ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price; said bonds to be secured from a surety company satisfactory to

20-1002290

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SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations there under.

#### ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non- compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

#### ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of Three Million One Hundred Forty-Seven Thousand Four Hundred Fifty-Seven Dollars and Fifty Cents (\$3,147,457.50), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

Item	Item		Unit of			
Num	Code	Description	Measure	Quantity	Unit Price	Line Total
4	66046	ANNUAL CONSTRUCTION GENERAL	1.0		¢2 000 00	¢2.000.0
1	66916	PERMIT FEES	LS	1	\$2,000.00	\$2,000.0
2	70030	LEAD COMPLIANCE PLAN	LS	1	\$2,000.00	\$2,000.0
3	80050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$7,900.00	\$7,900.0
		,	LS		-	-
4	100100	DEVELOP WATER SUPPLY		1	\$39,000.00	\$39,000.0
5	120090	CONSTRUCTION AREA SIGNS	LS	1	\$20,100.00	\$20,100.0
6	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$86,800.00	\$86,800.0
7	120116	TYPE II BARRICADE	EA	9	\$34.00	\$306.0
8	120120	TYPE III BARRICADE	EA	62	\$86.00	\$5,332.0
0	120140	TEMPORARY PAVEMENT MARKING	COLL	210	62.20	¢603.0
9	120149	(PAINT)	SQFT	210	\$3.30	\$693.0
10	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	2850	\$2.20	\$6,270.0
11	120165	CHANNELIZER (SURFACE MOUNTED)	EA	260	\$37.00	\$9,620.0
12	120182	PORTABLE DELINEATOR	EA	7	\$16.00	\$112.0
13	120300	TEMPORARY PAVEMENT MARKER	EA	2	\$27.00	\$54.0
14	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1	\$5 <i>,</i> 800.00	\$5,800.0
4.5	120651	PORTABLE CHANGEABLE MESSAGE SIGN	<b>5</b> 0	4	¢0, c00, 00	¢0.000.4
15	128651	(EA)	EA	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$8,600.00	\$8,600.0
16	129000	TEMPORARY RAILING (TYPE K)	LF	1100	\$21.00	\$23,100.0
17	129100	TEMPORARY CRASH CUSHION MODULE	EA	4	\$2,400.00	\$9,600.0
18	129110	TEMPORARY CRASH CUSHION	EA	1	\$9,300.00	\$9,300.0
19	130100	JOB SITE MANAGEMENT	LS	1	\$29,000.00	\$29,000.0
20	420200	PREPARE WATER POLLUTION CONTROL	1.0		¢600.00	¢600.4
20	130200	PROGRAM	LS	1	\$680.00	\$680.0
21	130500	TEMPORARY EROSION CONTROL BLANKET	SQYD	2820	\$3.40	\$9,588.0
22	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	9	\$370.00	\$3,330.0
		TEMPORARY FIBER ROLL	LF	2420		\$10,648.0
23	130640				\$4.40	
24	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$6,700.00	\$13,400.0
25	130730	STREET SWEEPING	LS	1	\$49,200.00	\$49,200.0
26	130900	TEMPORARY CONCRETE WASHOUT	LS	1	\$10,300.00	\$10,300.0
~=	444404	REMOVE YELLOW PAINTED TRAFFIC		2050	42.70	47.005.4
27	141101	STRIPE (HAZARDOUS WASTE)	LF	2950	\$2.70	\$7,965.0
28	141120	TREATED WOOD WASTE	LB	1300	\$0.40	\$520.0
29	148005	NOISE MONITORING	LS	1	\$2,600.00	\$2,600.
30	160110	TEMPORARY HIGH-VISIBILTY FENCE	LF	1210	\$9.50	\$11,495.0
31	160110A	RESIDENT ENGINEER'S OFFICE	LS	1	\$46,400.00	\$46,400.
32	170103	CLEARING AND GRUBBING (LS)	LS	1	\$20,100.00	\$20,100.
33	170103A	REMOVE AND DISPOSE OF EXISTING TREE	EA	8	\$2,600.00	\$20,800.0
34	190101	ROADWAY EXCAVATION	CY	1470	\$70.00	\$102,900.0

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		ROADWAY EXCAVATION (TYPE R-1)				\$36,580.0
35	190107	(AERIALLY DEPOSITED LEAD)	CY	620	\$59.00	\$36,580.0
		STRUCTURE EXCAVATION (SOLDIER PILE				
36	192049	WALL)	CY	190	\$120.00	\$22,800.0
37	193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	36	\$230.00	\$0.200 C
		•				\$8,280.0
38	193116	CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	140	\$210.00	723, 100.0
39	193119	LEAN CONCRETE BACKFILL	CY	54	\$140.00	\$7,560.0
40	200002	ROADSIDE CLEARING	LS	1	\$12,800.00	\$12,800.0
41	200052	PRUNE EXISTING PLANTS	LS	1	\$4,800.00	\$4,800.0 \$7,350.0 \$1,632.0 \$4,960.0 \$10,700.0
42	200114	ROCK BLANKET	SF	490	\$15.00	\$7,350.0
43	200123	CULTIVATION	SQYD	1020	\$1.60	\$1,632.0
44	202006	SOIL AMENDMENT	CY	16	\$310.00	\$4,960.0
45	202027	RELOCATE WATER METER	EA	1	\$10,700.00	\$10,700.0
46	202039	SLOW-RELEASE FERTILIZER	LB	790	\$2.20	\$1,738.0
47	204011	PLANT (GROUP K)	EA	5	\$380.00	\$1,900.0
48	204035	PLANT (GROUP A)	EA	24	\$9.50	\$228.0
49	204036	PLANT (GROUP B)	EA	32	\$21.00	\$1,738.0 \$1,900.0 \$228.0 \$672.0 \$7,000.0
50	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	\$7,000.00	\$7,000.0
51	204099	PLANT ESTABLISHMENT WORK	LS	1	\$7,600.00	\$7,600.0
52	205035	WOOD MULCH	CY	89	\$92.00	\$8,188.0
		CHECK AND TEST EXISTING IRRIGATION			·	
53	206400	FACILITIES	LS	1	\$540.00	\$540.0
54	206402	OPERATE EXISTING IRRIGATION FACILITIES	LS	1	\$3,700.00	\$3,700.0
		CONTROL AND NEUTRAL CONDUCTORS				
55	206559	(ARMOR-CLAD)	LS	1	\$12,200.00	\$12,200.0
56	206564	1 1/2" REMOTE CONTROL VALVE	EA	4	\$350.00	\$1,400.0
		30-42 STATION IRRIGATION CONTROLLER				7
57	206759	(WALL MOUNTED)	EA	1	\$11,600.00	\$11,600.0
		IRRIGATION CONTROLLER ENCLOSURE				
58	208301	CABINET	EA	1	\$4,900.00	\$4,900.C
59	208301A	REMOVE IRRIGATION PULL BOX	EA	1	\$49.00	\$49.C
		2" BACKFLOW PREVENTER ASSEMBLY			40	
60	208426	(RELOCATE)	EA	1	\$3,100.00	\$3,100.0
61	200440	BACKFLOW PREVENTER ENCLOSURE		1	¢540.00	\$540.0
61	208440	(RELOCATE)	EA	1	\$540.00	\$540.0
62	208442	FLOW SENSOR	EA	1	\$1,400.00	\$1,400.C \$220.C
63	208445	TREE WELL SPRINKLER ASSEMBLY	EA	10	\$22.00	
64	208446A	SHRUB BUBBLER	EA	53	\$22.00	\$1,166.0
65	208575	2" GATE VALVE	EA	1	\$470.00	\$470.0
	2005044	3/4" PLASTIC PIPE (SCHEDULE 40)		400	44.25	64 700 6
66	208594A	(LATERAL LINE)	LF	400	\$4.30	\$1,720.0
67	208595A	1" PLASTIC PIPE (SCHEDULE 40) (LATERAL LINE)	LF	320	\$6.50	\$1,720.C \$2,080.C
07	200333A	LIINL	LF	320	Ş0.5U	<b>32,000.0</b>

	<u> </u>	3" DI ACTIC DIDE (CCHEDINE 40) (CHIDDIV	1	1		<u></u>
68	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	950	\$9.50	\$9,025.0
69	208398	BALL VALVE	EA	4	\$320.00	\$9,025.0 \$1,280.0
70	250201	CLASS 2 AGGREGATE SUBBASE	CY	120	\$200.00	\$24,000.0
70	260203		CY	260	\$200.00	•
72	390100	CLASS 2 AGGREGATE BASE (CY) PRIME COAT	TON	200	\$1,600.00	\$46,800.C \$3,200.C
73	390100	HOT MIX ASPHALT (TYPE A)	TON	2100	\$1,600.00	\$3,200.0
	394074	·	LF		-	\$1,740.0
74		PLACE HOT MIX ASPILALT DIKE (TYPE C)		290	\$6.00	
75 76	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	430	\$6.00	\$2,580.0
76	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E) PLACE HOT MIX ASPHALT	LF	320	\$6.00	\$1,920.0
77	394090	(MISCELLANEOUS AREA)	SQYD	5	\$330.00	\$1,650.0
78	397005	TACK COAT	TON	8	\$650.00	\$1,650.C \$5,200.C
70	337003	COLD PLANE ASPHALT CONCRETE	1011	0	<del>7030.00</del>	75,200.0
79	398200	PAVEMENT	SQYD	6600	\$4.10	\$27,060.0
		JOINTED PLAIN CONCRETE PAVEMENT				\$27,060.C
80	401055	(RSC)	CY	180	\$450.00	\$81,000.0
81	490310A	STEEL SOLDIER PILE (W16 x 67)	LF	620	\$52.00	\$81,000.0 \$32,240.0
82	490310B	STEEL SOLDIER PILE (W18 x 76)	LF	410	\$52.00	\$21,320.0
83	490403	30" DRILLED HOLE	LF	1050	\$73.00	\$76,650.0
		STRUCTURAL CONCRETE, RETAINING				
84	510060	WALL	CY	96	\$990.00	\$95,040.C \$11,000.C
85	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	11	\$1,000.00	
86	511064	FRACTURED RIB TEXTURE	SQFT	1160	\$29.00	\$33,640.0
87	520101	BAR REINFORCING STEEL	LB	650	\$4.50	\$2,925.0
0.0		BAR REINFORCING STEEL (RETAINING		44000	44.00	
88	520103	WALL)	LB	11000	\$1.80	\$19,800.0
89	575004	TIMBER LAGGING	MFBM	8	\$6,300.00	<del>455,400.c</del>
90	590120	CLEAN AND PAINT STEEL SOLDIER PILING	LS	1	\$23,200.00	\$23,200.0 \$5,487.0
91	610100	6" ALTERNATIVE PIPE CULVERT	LF	59	\$93.00	
92	610103	12" ALTERNATIVE PIPE CULVERT	LF	24	\$110.00	\$2,640.0
93	681132	GEOCOMPOSITE DRAIN	SQFT	160	\$21.00	\$3,360.0
94	708031	6" ALTERNATIVE PIPE RISER	EA	2	\$1,200.00	\$2,400.0
95	710132	REMOVE CULVERT (LF)	LF	12	\$140.00	\$1,680.0
96	710150	REMOVE INLET	EA	2	\$1,700.00	\$3,400.0
97	710176	SALVAGE FRAME AND GRATE	EA	2	\$1,000.00	\$2,000.0
98	730020	MINOR CONCRETE (CURB) (CY)	CY	14	\$1,100.00	\$15,400.0
99	730040	MINOR CONCRETE (GUTTER) (LF)	LF	320	\$23.00	\$7,360.0
100	730045	MINOR CONCRETE (GUTTER) (CY)	CY	1	\$280.00	\$280.0
101	730070	DETECTABLE WARNING SURFACE	SQFT	270	\$27.00	\$7,290.0
102	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	26	\$820.00	\$21,320.0
103	731516	MINOR CONCRETE (DRIVEWAY)	CY	4	\$520.00	\$2,080.0
104	731521	MINOR CONCRETE (SIDEWALK)	CY	18	\$420.00	\$7,560.0
105	731623	MINOR CONCRETE (CURB RAMP)	CY	19	\$430.00	\$8,170.0

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100	724020	REMOVE CONCRETE SIDEWALK AND	CV	4.6	¢120.00	¢5 000 0
106	731820	DRIVEWAY	CY	46	\$130.00	\$5,980.0
107	731820A	REMOVE PAVERS	CY	19	\$160.00	\$3,040.0
108	731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	410	\$25.00	\$10,250.0
109	733000	PRE/POST CONSTRUCTION SURVEYS	EA	11	\$2,000.00	\$22,000.0
110	740400A	RELOCATE BOOSTER PUMP	EA	1	\$4,600.00	\$4,600.0
111	750001	MISCELLANEOUS IRON AND STEEL	LB	330	\$4.60	\$1,518.0
112	750030A	BIO CLEAN MODULAR CONNECTOR PIPE SCREEN	EA	1	\$2,200.00	\$2,200.0
113	750501	MISCELLANEOUS METAL (BRIDGE)	LB	610	\$8.00	\$4,880.0
114	780210	SURVEY MONUMENT (TYPE A)	EA	1	\$2,700.00	\$2,700.0
115	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	94	\$36.00	\$3,384.0
116	803020	REMOVE FENCE	LF	160	\$6.50	\$1,040.0
117	810120	REMOVE PAVEMENT MARKER	EA	5	\$1.10	\$5.5
118	810190	GUARD RAILING DELINEATOR	EA	7	\$40.00	\$280.0
119	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	230	\$5.50	\$1,265.0
120	820130A	BARRIER MARKER	EA	7	\$130.00	\$910.0
121	820250	REMOVE ROADSIDE SIGN	EA	18	\$59.00	\$1,062.0
122	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	220	\$12.00	\$2,640.0
123	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	88	\$13.00	\$1,144.0
124	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	46	\$20.00	\$920.0
125	820790	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SQFT	41	\$20.00	\$820.0
126	820730	ROADSIDE SIGN - ONE POST	EA	17	\$400.00	\$6,800.0
127	820850	ROADSIDE SIGN - ONE POST	EA	4	\$1,000.00	\$4,000.0
12/	820830	INSTALL SIGN (STRAP AND SADDLE	LA	4	\$1,000.00	34,000.0
128	820860	BRACKET METHOD)	EA	10	\$350.00	\$3,500.0
129	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	160	\$30.00	\$4,800.0
123	832007	VEGETATION CONTROL (MINOR	LI	100	750.00	74,800.0
130	832070	CONCRETE)	SQYD	130	\$76.00	\$9,880.0
131	839521	CABLE RAILING	LF	320	\$27.00	\$8,640.0
132	839543	TRANSITION RAILING (TYPE WB-31)	EA	1	\$4,000.00	\$4,000.0
133	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	\$4,600.00	\$4,600.0
134	839601A	CRASH CUSHION (TYPE SCI100GM OR APPROVED EQUAL)	EA	1	\$43,800.00	\$43,800.0
135	839643	CONCRETE BARRIER (TYPE 60 MD)	LF	320	\$62.00	\$19,840.0
136	839752	REMOVE GUARDRAIL	LF	66	\$14.00	\$924.0
		THERMOPLASTIC PAVEMENT MARKING			·	<u> </u>

Attachment: Draft Contract 20-1002290 [Revision 2] (6813: 1-10 University Street Interchange Improvements Project - Award Construction

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		6" THERMOPLASTIC TRAFFIC STRIPE				
		(ENHANCED WET NIGHT VISIBILITY)				
138	840617	(BROKEN 6-1)	LF	280	\$0.55	\$154.0
		6" THERMOPLASTIC TRAFFIC STRIPE				
		(ENHANCED WET NIGHT VISIBILITY)				
139	840619	(BROKEN 12-3)	LF	530	\$0.55	\$291.5
		6" THERMOPLASTIC TRAFFIC STRIPE				
		(ENHANCED WET NIGHT VISIBILITY)				
140	840621	(BROKEN 17-7)	LF	1150	\$0.55	\$632.5
		6" THERMOPLASTIC TRAFFIC STRIPE				
		(ENHANCED WET NIGHT VISIBILITY)				
141	840623	(BROKEN 36-12)	LF	180	\$0.55	\$99.0
142	840655A	REMOVE TRAFFIC STRIPE (PAINTED)	LF	2090	\$2.20	\$4,598.0
		6" THERMOPLASTIC TRAFFIC STRIPE				
143	846007	(ENHANCED WET NIGHT VISIBILITY)	LF	4930	\$1.10	\$5,423.0
		8" THERMOPLASTIC TRAFFIC STRIPE				
144	846009	(ENHANCED WET NIGHT VISIBILITY)	LF	1920	\$2.20	\$4,224.0
		THERMOPLASTIC CROSSWALK AND				. ,
		PAVEMENT MARKING (ENHANCED WET				
145	846012	NIGHT VISIBILITY)	SQFT	1300	\$4.30	\$5,590.0
146	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	770	\$2.20	\$1,694.0
		MAINTAINING EXISTING TRAFFIC			·	
		MANAGEMENT SYSTEM ELEMENTS				
147	870009	DURING CONSTRUCTION	LS	1	\$1,600.00	\$1,600.0
148	870136	ELECTRIC SERVICE FOR IRRIGATION	LS	1	\$5,400.00	\$5,400.0
149	870137	ELECTRIC SERVICE FOR BOOSTER PUMP	LS	1	\$5,400.00	\$5,400.0
150	870300	SIGN ILLUMINATION SYSTEM	LS	1	\$1,100.00	\$1,100.0
130	370300	SIGNAL AND LIGHTING SYSTEM		_	ψ1,100.00	71,100.0
151	870400A	(LOCATION 2)	LS	1	\$185,200.00	\$185,200.0
	07010071	SIGNAL AND LIGHTING SYSTEM			ψ <u>103)</u> 200.00	ψ103)200.c
152	870400B	(LOCATION 3)	LS	1	\$204,600.00	\$204,600.0
153	870510	RAMP METERING SYSTEM	LS	1	\$101,100.00	\$101,100.0
133	0,0310	INTERCONNECTION CONDUIT AND CABLE			ψ101)100.00	<del>Ψ101)100.0</del>
154	871812	(LS)	LS	1	\$75,400.00	\$75,400.0
155	872130	MODIFYING EXISTING ELECTRICAL SYSTEM	LS	1	\$305,500.00	\$305,500.0
156	872140	REMOVING EXISTING ELECTRICAL SYSTEM	LS	1	\$20,000.00	\$20,000.0
157	995200A	REPAIR EXISTING IRRIGATION	LS	1	\$2,900.00	\$2,900.0
158	999990		LS	1	\$300,000.00	\$300,000.0
130	JJJJJU	MOBILIZATION	LS	1	3300,000.00	\$300,000.0
					Total	¢2 1 4 7 4 F 7 F
					Total	\$3,147,457.5

#### ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth in this Contract 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 CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

# ARTICLE 6. 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 the CONTRACTOR, 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 will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

#### ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

#### ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

#### ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions referenced in Article 1. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

# ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.

- 10.1.1 CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of his/her activities under the Contract.
- 10.2 CONTRACTOR will accept as its operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
  - 10.2.1 <u>EEO Officer:</u> CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.
- 10.3 <u>Dissemination of Policy:</u> All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - 10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - 10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
  - 10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
  - 10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - 10.3.5 CONTRACTOR'S EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 10.4 <u>Recruitment</u>: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
- 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
- 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 <u>Personnel Actions</u>: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 10.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 10.6 <u>Training and Promotion</u>: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

- 10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 10.7 <u>Unions:</u> If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:
  - 10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - 10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - 10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
  - 10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting these obligations, such CONTRACTOR shall immediately notify SBCTA.
- 10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including

procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have equal opportunity to compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

- 10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - 10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

## ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR 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 to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

#### ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

#### ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.

- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

#### ARTICLE 14. TERMINATION

- 14.1 <u>Termination for Convenience</u> SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services 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.
  - 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
  - 14.12 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

- 14.13 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field 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.
- 14.2 Termination for Cause In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.
  - 142.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.
- 14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

#### ARTICLE 15. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

#### ARTICLE 16. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract. Per Public Contract Code (PCC) § 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with <u>Section 10240</u>) of Chapter 1 of Part 2, Chapter 10 (commencing with <u>Section 19100</u>) of Part 2, and Article 1.5 (commencing with <u>Section 20104</u>) of Chapter 1 of Part 3, this section shall apply

to any claim by a contractor in connection with a public works project.

- (c) For purposes of this section:
  - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.
  - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with <u>Section 7000</u>) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
    - (3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
    - (B) "Public entity" shall not include the following:
      - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
      - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
      - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
      - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with <u>Section 7000</u>) of <u>Title</u> 7 of Part 3 of the Penal Code.
      - (v) The Military Department as to any project under the jurisdiction of that department.
      - (vi) The Department of General Services as to all other projects.
      - (vii) The High-Speed Rail Authority.
  - (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
  - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with <u>Section 7000</u>) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

- (d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under <u>Section 20104.4</u> to mediate after litigation has been commenced.

- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

#### ARTICLE 17. INSURANCE

Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at the CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

## 17.1Commercial General Liability Insurance:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

• Each occurrence limit: \$1,000.000

• General aggregate limit: \$2,000,000

- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subcontractors' and sub-subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

#### 17.2 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

• The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

## 17.3 <u>Commercial Auto Insurance</u> – The policy must include the following:

- A total limit of liability of not less than \$5,000,000 each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

# 17.4 <u>Workers' Compensation/Employer's Liability Insurance</u> – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident \$1,000,000 per accident
- Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

#### 17.5 Professional Liability:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.
- 17.6 <u>Builder's Risk Insurance</u> Intentionally Omitted
- 17.7 Contractor's Pollution Liability Insurance The policy must include the following:
  - \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
  - If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
  - If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.
- 17.8 <u>Railroad Protective Liability Insurance</u> Intentionally Omitted
- 17.9 General Provisions
  - 17.9.1 Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.
  - 17.9.2 <u>Additional Insurance Coverage.</u> All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, Caltrans and the City of Redlands and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
  - 17.9.3 <u>Proof of Coverage</u> Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete

copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

17.9.4 <u>Deductibles</u> — Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONTRACTOR will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONTRACTOR. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

17.9.5 <u>CONTRACTOR's and Subcontractors' Insurance Will Be Primary</u> -All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

17.9.6 <u>Waiver of Subrogation Rights</u> – To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or subsubcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

17.9.7 <u>Cancellation</u> – If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

17.9.8 Enforcement – SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

17.9.9 <u>No Waiver</u> - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

17.9.10 <u>Subcontractors' Insurance</u> - Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

17.9.11 <u>Higher limits</u>. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.9.12 <u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans and the City of Redlands and its officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of

the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

#### ARTICLE 19. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

#### ARTICLE 20. RECORD AND INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

#### ARTICLE 21. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all Work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. SBCTA shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All personnel furnished by CONTRACTOR pursuant to this Contract and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

# ARTICLE 22. 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 attorney's fees. This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

#### ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

# ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

#### ARTICLE 25. PRECEDENCE

The following order of precedence shall apply: First, Change Orders and Addenda; Second, Special Conditions, appendices, and permits; Third, Contract Articles, attachments, and forms; Fourth, IFB provisions; Fifth, CONTRACTOR's Bid and Certifications submitted with Bid; Sixth, Project Specific Specifications; Seventh, Plans; Eighth, bid reference materials.

#### ARTICLE 26. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made; or if made by fax during regular business hours; (b) on the first business day following delivery by fax when made not during regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To: CONTRACTOR	To: SBCTA
42690 Rio Nedo, Suite G	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
Temecula, CA 92590	San Bernardino, CA 92410-1715
Attn: Joshua Clyne	Attn: Henry Stultz
	Email: hstultz@gosbcta.com
	Cc: Procurement Manager
Email: estimating.ca@semaconstruction.com	Email: procurement@gosbcta.com
Phone: (303) 627-2600	Phone: (909) 884-8276

# ARTICLE 27. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of \$3,000.00 per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

#### ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

#### ARTICLE 29. SUBCONTRACTS

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing

the amount of work required to be performed by CONTRACTOR's own organization.

- 29.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.
- 29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.
- 29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.
- 29. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

### ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

### ARTICLE 31. PREVAILING WAGE REQUIREMENTS

31.1 CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

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31.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### ARTICLE 32. SAFETY

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.
- 32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

### ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Jeffery Hill, Procurement Manager at (909) 884-8276.

#### ARTICLE 34. NONSEGREGATED FACILITIES

- 34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain

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such certifications in its files.

#### ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

### ARTICLE 36. CONFIDENTIALITY

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

### ARTICLE 37. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

#### ARTICLE 38. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

### ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

### ARTICLE 40. DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code §§8350 et seq.

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#### ARTICLE 41. SEVERABILITY

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

#### ARTICLE 42. FORCE MAJEURE

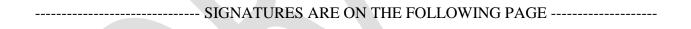
CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

#### ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

### ARTICLE 44. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of this Contract.



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

CONTRACTOR	SBCTA
By:	Ву:
Name	Frank J. Navarro
Title	President, Board of Directors
Date:	Date:
Licensed in accordance with an act	
providing for registration of contractors.	
	APPROVED AS TO FORM:
License Number	
	By:
Federal Employer	Juanda L. Daniel
Identification Number	Assistant General Counsel
	Date:
	CONCURRENCE
	Ву:
	Jeffery Hill
	Procurement Manager
	Date:

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IFB Number: 20-1002290

IFB Title: I-10 University Street Interchange Improvements Project

Bid Due Date: August 5, 2020, 2:00 p.m.

#### **Bid Results**

#	Bidder	Bid Amount
1	SEMA Construction	\$ 3,147,457.50
2	Powell Constructors	\$ 3,424,833.00
3	Griffith Company	\$ 3,661,942.00
4	Riverside Construction	\$ 3,910,609.00

#### **Subcontractors**

Alcorn Fence Company Statewide Traffic Safety & Signs Inc. Cal Stripe Inc. Marina Landscape Inc

Malcolm Drilling Company, Inc

Ferreira Construction Co Inc.

Amber Steel Co

Hardy & Harper, Inc.

IFB Number: 20-1002290

IFB Title: I-10 University Street Interchange Project Bid Due Date: August 5,2020, 2:00 p.m.

### **EXHIBIT B**

	SUPPLEMENTAL WORK	
1	TRAFFIC MANAGEMENT PLAN PUBLIC INFORMATION	\$0
2	MAINTAIN TRAFFIC	\$10,000
3	MODIFY EXISTING IRRIGATION SYSTEM	\$4,000
4	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	\$10,000
5	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$8,000
6	ADDITIONAL WATER POLLUTION CONTROL	\$6,000
7	REPLACE EXISTING PLANT MATERIAL	\$4,000
8	APPLY PESTICIDES	\$2,500
9	PAVEMENT REPLACEMENT AT UNIVERISTY STREET	\$380,000
	SUBTOTAL OF SUPPLEMENTAL WORK	\$424,500
	AGENCY FURNISHED MATERIALS AND SERVICES	
1	COZEEP CONTRACT	\$25,000
2	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	\$75,000
	SUBTOTAL OF AGENCY FURNISHED MATERIALS AND SERVICES	\$100,000
	SUMMARY	
	CONTINGENCY (9.725%)	\$306,090
	SUPPLEMENTAL AND CONTINGENCY	\$730,590
	AGENCY FURNISHED MATERIALS AND SERVICES	\$100,000
	ALLOWANCE AND CONTINGENCIES	\$830,590

# Minute Action

**AGENDA ITEM: 28** 

Date: September 2, 2020

#### Subject:

Countywide Vision Element Addition

#### Recommendation:

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

A. Direct staff to collaborate in the creation of the eleventh element within the Countywide Vision that ensures it builds on the existing successes of the 2010-2011 Countywide Vision which includes the following element groups:

- i. Education
- ii. Housing
- iii. Jobs/Economy
- iv. Infrastructure
- v. Public Safety
- vi. Water
- vii. Wellness
- viii. Environment
- ix. Image
- x. Quality of Life
- B. Provide feedback and direction throughout the process to create and implement the eleventh Vision element, in collaboration with the San Bernardino County Board of Supervisors.
  - i. Collaboration to address the effects, impacts, and prevention of racism.
  - ii. Ensures public confidence that all the above-mentioned element groups are administered equitably.
  - iii. Understanding that health outcomes are the precursor to successfully achieve the goals of the Countywide Vision within all element groups and advocate for relevant policies at the local, regional, state, and federal level to improve health outcomes in disadvantaged communities.
- C. Review and recommit to continuing the work within existing Countywide Vision elements through the lens of equity.
- D. Create an Ad Hoc Committee for the purposes of examining potential policies and practices within the purview of SBCTA/SBCOG and identify solutions.

### Background:

Entity: San Bernardino Council of Governments

The Countywide Vision (Vision) was developed in 2011 and was adopted by the San Bernardino Associated Governments (SBCOG) and the San Bernardino County Board of Supervisors. The purpose of the Vision is to be a map for the future of San Bernardino County, which includes creating a safe community for all to live, work and play. Since the adoption of the Vision, working groups within many Vision elements have collaborated and worked toward new processes and programs in an effort to fulfill the promise of the Vision.

The work continues. As public opinion has evolved in recent months, the regional community is challenged with viewing the Vision through the lens of equity to meet the concerns of not only

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people of color, but of all those considered disadvantaged who are living within our region. On June 2, 2020, the San Bernardino County Board of Supervisors passed Resolution 2020-103 (Attachment 1) affirming that racism is a public health crisis which results in disparities in family stability, health and mental wellness, education, employment, economic development, public safety, criminal justice and housing.

As a key partner in the 2011 Countywide Vision, the San Bernardino Council of Governments has the ability to ensure participation in the discussion by key stakeholders, such as the incorporated cities and towns, non-profit groups and non-governmental organizations. Moreover, as a key partner in the Vision, staff is recommending the creation of an Ad Hoc Committee for the purposes of examining policies and practices, through the lens of equity, at work currently within SBCTA and SBCOG. Additionally, the Ad Hoc would work with staff to identify policies and practices that can be improved upon and to identify solutions.

### Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

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

#### Responsible Staff:

Monique Reza-Arellano, Council of Governments Administrator

Approved Board of Directors Date: September 2, 2020

Witnessed By:

### Attachment 1

#### **RESOLUTION NO. 2020-103**

RESOLUTION AFFIRMING THAT RACISM IS A PUBLIC HEALTH CRISIS THAT RESULTS IN DISPARITIES IN FAMILY STABILITY, HEALTH AND MENTAL WELLNESS, EDUCATION, EMPLOYMENT, ECONOMIC DEVELOPMENT, PUBLIC SAFETY, CRIMINAL JUSTICE, AND HOUSING

On Tuesday June 23, 2020, on motion of Supervisor Rutherford, duly seconded by Supervisor Lovingood and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

WHEREAS, racism results in the structuring of opportunity and assigning of value based solely on skin color and other physical characteristics, which creates unfair disadvantages to some individuals and communities and unfair advantages to other individuals and communities, therefore preventing societies as a whole from achieving their full potential; and

WHEREAS, throughout history, racism has manifested as discrimination and oppression directed toward numerous populations, resulting in trauma, terror, and long-term physical and mental health impairments for the targets of racism, their communities, and subsequent generations; and

WHEREAS, the United States Office of Disease Prevention recognizes that discrimination negatively impacts health outcomes; and

WHEREAS, in its Vision, Mission, Values and Goals, the San Bernardino County Department of Public Health states that its values include, "We ensure that all individuals and communities have equal opportunity for health and well-being"; and

WHEREAS, the U.S. Census Bureau has documented a significant increase in anxiety and depression among Black people nationally following the May 25, 2020 killing of George Floyd; and

WHEREAS, the Countywide Vision adopted by the Board of Supervisors and elected representatives of all twenty-four San Bernardino County incorporated Cities and Towns on June 30, 2011 begins with the words, "We envision a complete County that capitalizes on the diversity of its people"; and

WHEREAS, racism creates disparate outcomes in many areas of life that serve as the elemental foundation of the Countywide Vision, including housing, education, employment and the economy, public safety and criminal justice, and physical and behavioral health; and

WHEREAS, specific physical and behavioral health conditions stemming from racism include depression, anxiety, anger, hypertension, stroke, heart attack, diabetes, maternal death, premature birth, respiratory diseases, and autoimmune diseases; and

WHEREAS, racism has given rise to geographic segregation that disproportionally exposes people of color to lead poisoning, poor air quality, inadequate nutrition, and under-resourced recreational and healthcare facilities; and

WHEREAS, the infant mortality rate within San Bernardino County's Black population is more than double the rate for the County as a whole; and

WHEREAS, Black people account for less than 9 percent of the County's population but almost 19 percent of County jail bookings and 38 percent of the bookings into County juvenile detention facilities; and

WHEREAS, more than 21 percent of the County's homeless population is Black; and

WHEREAS, the Black homeownership rate in San Bernardino County is less than 43 percent but stands at 60 percent for the County as a whole; and

WHEREAS, in San Bernardino County, only 17 percent of Black students compared to more than 31 percent of all students are proficient in math and less than 35 percent of Black students compared to almost 45 percent of all students are proficient in English/Language Arts; and

WHEREAS, in San Bernardino County, the college and career readiness rate is 44 percent for all students but is only 30 percent for Black students; Meanwhile, suspension and expulsion rates for Black students are more than twice the respective rates for all students; and

WHEREAS, helping people process the trauma of past injustice and create new narratives based upon equity, fairness, and equal justice can have healing effects, both mentally and physically,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of San Bernardino affirms that racism is a public health crisis that results in disparities in family stability, health and mental wellness, education, employment, economic development, public safety, criminal justice, and housing.

Furthermore, based upon this affirmation, the County will actively participate in the dismantling of racism by:

- Working with community partners to establish "Equity" as an eleventh element within the Countywide Vision; create an active and vibrant Equity Element Group that would identify programs, policies, and collaborations to address the effects, impacts, and prevention of racism; and ensure membership of the Group is diverse in terms of ethnicity, age, and gender, and includes members of the Black community.
- Collaborating with the County's law and justice agencies and the community to ensure public
  confidence that public safety is administered equitably by ensuring that meaningful
  discussions are conducted by the Equity Element Group on identifying mechanisms for
  researching and addressing public concerns related to law enforcement performance within
  San Bernardino County; and
- Promoting equity through policies to be considered by the Board of Supervisors and enhancing meaningful, thoughtful, and data-driven education efforts aimed at understanding, addressing, and dismantling racism, and how racism affects public health, family stability, early education, economic development, public safety, and the delivery of human services.
- Identifying specific activities to enhance diversity within the County Government workforce.
- Advocating through the California State Association of Counties and the National Association
  of Counties for relevant policies that improve health outcomes in communities of color, and
  supporting local, regional, state, and federal initiatives that advance efforts to dismantle
  systemic racism.
- Building and strengthening alliances with other organizations that are confronting racism, and encouraging other agencies to recognize racism as a crisis, including considering County membership in the Government Alliance on Race and Equity (GARE), which is a national network of local government agencies working to achieve racial equity and advance opportunities for all.

- Supporting community efforts to amplify issues of racism and engaging actively and authentically with communities of color throughout our County.
- Studying and evaluating existing County policies and practices through a lens of racial equity to promote and support policies that prioritize health in an equitable way, especially for people of color, by mitigating exposure to adverse childhood experiences.
- Hereby encouraging each of the twenty-four incorporated cities and towns within San Bernardino County to also adopt resolutions affirming that racism is a public health crisis that results in disparities in family stability, health and mental wellness, education, employment, economic development, public safety, criminal justice, and housing.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Robert A. Lovingood, Janice Rutherford, Dawn Rowe,

Curt Hagman, Josie Gonzales

NOES: SUPERVISORS: None

ABSENT: SUPERVISORS: None

STATE OF CALIFORNIA ) ss.

COUNTY OF SAN BERNARDING

I, LYNNA MONELL, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of June 23, 2020. #129 jm

LYNNA MONELL OF SUPERIOR Clerk of the Board of Supervisors

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# Minute Action

**AGENDA ITEM: 29** 

Date: September 2, 2020

Subject:

Measure J Discussion

#### Recommendation:

Receive information regarding Measure J, a San Bernardino County 2020 ballot intiative.

#### Background:

The San Bernardino County (County) Board of Supervisors has placed a revised County Charter (Measure J) on the November 2020 ballot for voters' consideration. If approved, Measure J would entirely replace the current County Charter, which was drafted in 1913.

The proposal would modernize the County Charter by:

- deleting obsolete provisions, like requiring the Chair of the County Board of Supervisors to have an office in the Board chambers during regular office hours;
- deleting provisions that, while originally useful many years ago, are now redundant with more recent state law;
- updating the use of pronouns and other terms to make the Charter more reflective of current standards.

#### In addition, Measure J would:

- require County Public Health Officer orders addressed to the public-at-large be reviewed at a public meeting within 30 days of issuance;
- establish a strict three-term limit for members of the County Board of Supervisors;
- require the creation of a redistricting commission to ensure public input on the drawing of Supervisorial district boundaries;
- safe-guard the electoral process by requiring County election campaign finance regulations and effective enforcement thereof;
- allow the County Board of Supervisors to call a special election to fill vacancies in County elected offices and eliminate the Governor's role in making such selections.

#### Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

#### Reviewed By:

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

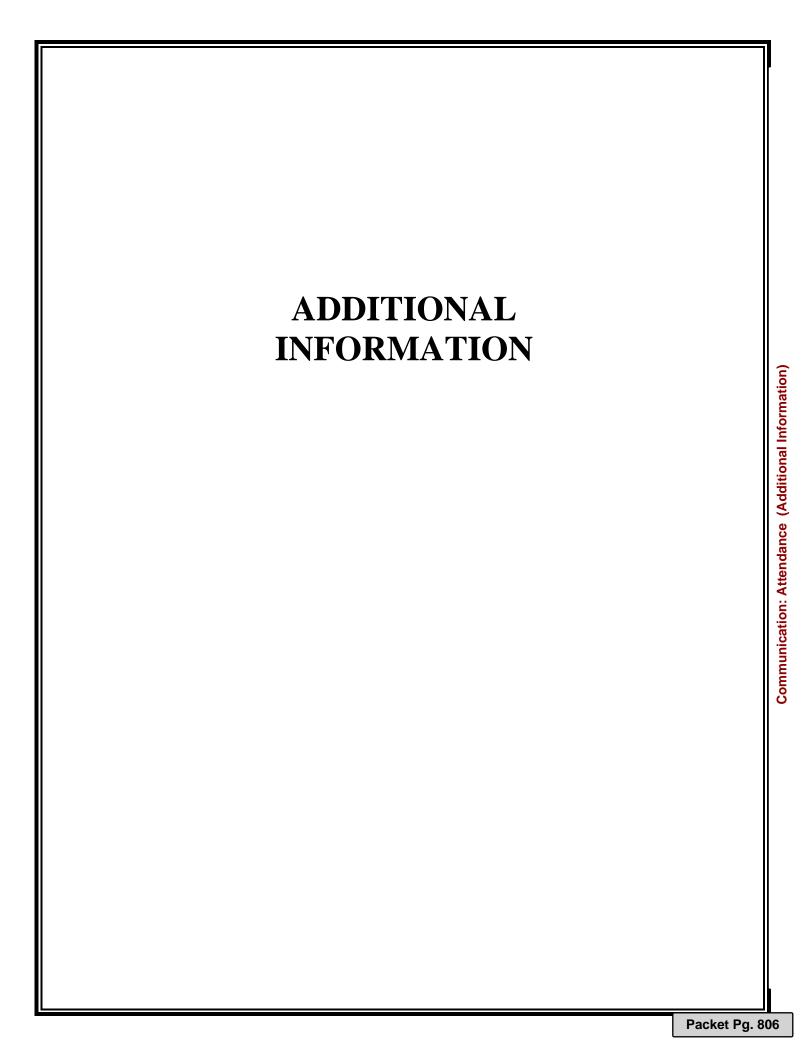
#### Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved Board of Directors Date: September 2, 2020

Witnessed By:

Entity: San Bernardino County Transportation Authority



# **BOARD OF DIRECTORS ATTENDANCE RECORD - 2020**

Name	Jan	Feb	March	April	May	May 14 Special Mtg.	June	June 11 Special Mtg.	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X		X	X	X	X	X	X	X					
Janice Rutherford Board of Supervisors	X			X	X	X	X	X	X					
Dawn Rowe Board of Supervisors	X		X	X	X	X	X	X	X					
Curt Hagman Board of Supervisors	X		X	X	X	X	X	X	X					
Josie Gonzales Board of Supervisors	X		X	X	X	X		X	X					
Gabriel Reyes City of Adelanto				X	X									
Art Bishop Town of Apple Valley	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	X	X					
Eunice Ulloa City of Chino	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	X	X					
Darcy McNaboe City of Grand Terrace	X		X	X	X	X	X	X	X					
Rebekah Swanson City of Hesperia	X		X	X	X	X	X	X	X					

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

# **BOARD OF DIRECTORS ATTENDANCE RECORD - 2020**

Name	Jan	Feb	March	April	May	May 14 Special Mtg.	June	June 11 Special Mtg.	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X		X	X	X	X	X	X	X					
Rhodes 'Dusty' Rigsby City of Loma Linda	X		X	X	X	X	X		X					
John Dutrey City of Montclair	X		X	X	X	X	X	X	X					
Edward Paget City of Needles			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	X	X	X	X					
Toni Momberger City of Redlands	X		X	X	X	X	X	X	X					
<b>Deborah Robertson</b> City of Rialto	X		X	X	X	X	X		X					
<b>John Valdivia</b> City of San Bernardino	X			X	X	X	X	X	X					
Joel Klink City of Twentynine Palms	X		X	X	X	X	X	X	X					
<b>Debbie Stone</b> 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					
Rick Denison Town of Yucca Valley	X		X	X	X	X	X	X	X					
Michael Beauchamp Ex-Official Member	X		Diane Morales	X	X		X		X					

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting

3/16/17 **Acronym List** 1 of 2

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 Disadvantaged Business Enterprise DBE Federal Demonstration Funds DEMO DOT Department of Transportation EΑ **Environmental Assessment** Elderly and Disabled E&D E&H Elderly and Handicapped

EIR Environmental Impact Report (California)
EIS Environmental Impact Statement (Federal)

EPA Environmental Protection Agency FHWA Federal Highway Administration

FSP Freeway Service Patrol

FRA Federal Railroad Administration FTA Federal Transit Administration

FTIP Federal Transportation Improvement Program
GFOA Government Finance Officers Association

GIS Geographic Information Systems

HOV High-Occupancy Vehicle

ICTC Interstate Clean Transportation Corridor IEEP Inland Empire Economic Partnership

ISTEA Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP Interregional Transportation Improvement Program

ITS Intelligent Transportation Systems
IVDA Inland Valley Development Agency
JARC Job Access Reverse Commute

LACMTA Los Angeles County Metropolitan Transportation Authority

LNG Liquefied Natural Gas
LTF Local Transportation Funds

3/16/17 **Acronym List** 2 of 2

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
SRTP Short Range Transit Plan
STAF State Transit Assistance Funds

STIP State Transportation Improvement Program

Surface Transportation Program STP **Technical Advisory Committee** TAC Trade Corridor Improvement Fund **TCIF** 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<sup>st</sup> Century

TMC Transportation Management Center

TMEE Traffic Management and Environmental Enhancement

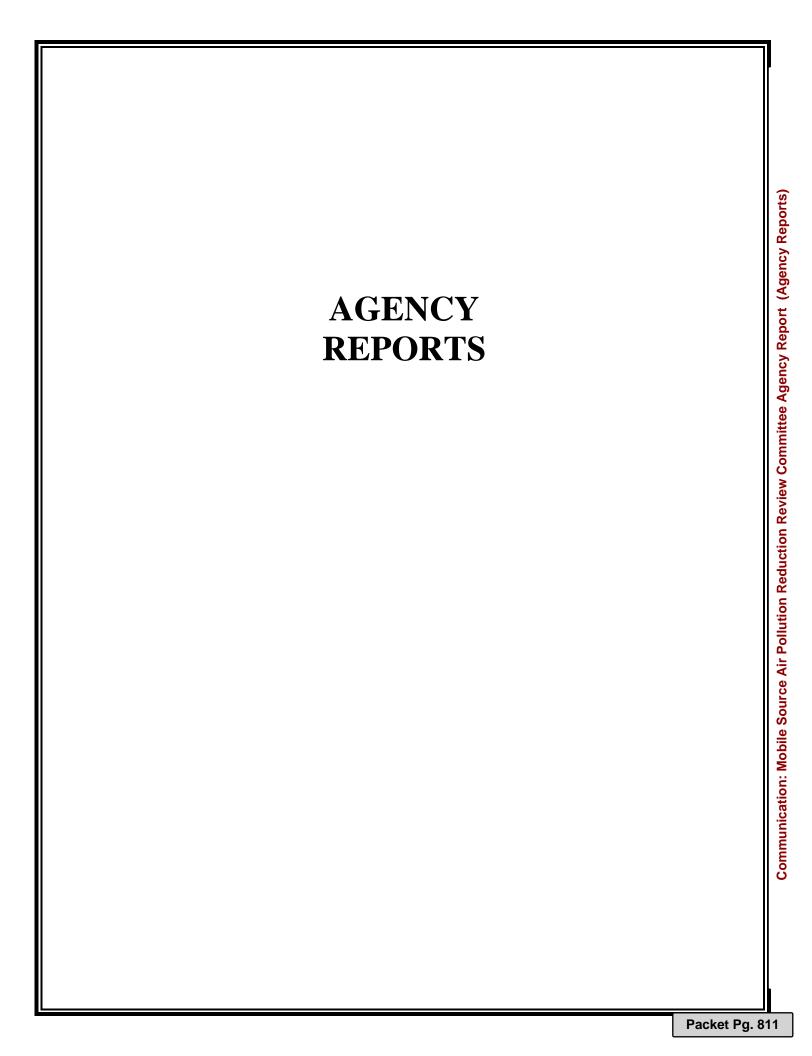
TSM Transportation Systems Management

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





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 June 20, 2019. The next meeting is scheduled for Thursday,

August 15, 2019 at 2:00 p.m., in Conference Room CC8.

### FY 2020-21 Administrative Budget

Every year the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within the limitation, currently 6.25 percent. For FY 2020-21, the MSRC adopted an Administrative Budget in the amount of \$809,787, which is \$208,963 below the 6.25 percent cap. Administrative expenditures are not directly drawn, however, from the MSRC fund account, but instead from the South Coast AQMD's budget. To cover these expenses, the MSRC approved a fund transfer.

## FYs 2018-2021 Work Program

### MSRC Website

The current contract with Geographics for hosting and maintenance of the MSRC website will terminate on February 20, 2021. The MSRC-TAC Administrative Subcommittee has assessed the features, functionality and performance of the current MSRC website and does not recommend a major redesign at this time. The MSRC approved the development of a draft RFP for hosting and maintenance of the website. Refinement of costs is ongoing, and a targeted funding amount would be brought back as an element of the draft RFP.

# Last Mile Component of MSRC Goods Movement Program

Previously, the MSRC established four subject matter areas for the Regional Goods Movement Program of its FYs 2018-21 Work Program. The Last Mile area focuses on reducing emissions from transportation following departure from distribution centers. At their May 21, 2020 meeting, the MSRC considered a sole source proposal from the Southern California Association of Governments (SCAG) to implement the Last Mile component, and a recommendation from the MSRC-TAC to award SCAG a contract in an amount not to exceed \$10,000,000 to implement the first phase of the program. The MSRC directed that a proposed scope of work be developed and brought back for MSRC consideration and approval prior to award. At their June 18, 2020 meeting, MSRC staff reported that the MSRC-TAC had deemed additional time would be needed to develop an

appropriate level of detail in the proposed scope of work. The MSRC-TAC and its Last Mile Subcommittee will continue to work on establishing program parameters and bring the proposed scope for MSRC consideration in August.

# **Contract Modification Requests**

The MSRC considered four contract modification requests and took the following actions:

- 1. For the City of Bellflower, Contract #ML12091, which provided \$100,000 to install EV Charging infrastructure, a location change and a six-month term extension:
- 2. For the City of Moreno Valley, Contract #ML16041, which provided \$20,000 to install EV charging, a six-month term extension;
- 3. For the City of Palm Springs, Contract #ML16126, which provided \$40,000 to install bicycle racks and implement bicycle outreach, increase the number and types of bicycle racks, eliminate certain bicycle outreach tasks, and reduce contract value by \$18,000; and
- 4. For the Southern California Association of Governments (SCAG), Contract #MS18002, which provided \$2,500,000 for the Regional Active Transportation Partnership Program, a reallocation of funds between events and six-month term extension.

# **Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

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# 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)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	L. McCallon			L. McCallon
District 8 (Rialto, Fontana)	D. Robertson		D. Robertson	
District 9 (Rancho Cucamonga, Upland, Montclair)	L. Michael			L. Michael
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	R. Ramirez	R. Ramirez		
San Bernardino County	C. Hagman			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 sadditional appointee for every SCAG District over three in the subregion. Seven subregional appointees to the policy committees.  *Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	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 1<sup>st</sup> 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.

Packet Pg. 815

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.	12/31/21
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.	12/31/21 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 on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/20 12/31/20

Page 2 of 2

# **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	12/31/22
			serve. Beginning January 2016, the OWOW meets on the 4 <sup>th</sup> 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.	
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
Regional Rideshare Agency - Mobile Source Air Pollution Reduction Review Committee	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The County Transportation Commissions within the South Coast Air Basin operating a rideshare program are identified as the Regional Rideshare Agencies. Ride share programs consist of providing resources and ride matching to commuters to reduce single occupancy vehicle trips, as well as employer support for implementing rideshare programs and reduction plans for the South Coast Air Quality Management District's Rule 2202. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	4/30/22 4/30/22

July 7, 2020 Page 1 of 5

# San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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) 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.	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.	Mest Valley Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga (Chair TC) Acquanetta Warren, Fontana Curt Hagman, Supervisor (Chair MVSS)  East Valley Frank Navarro, Colton (Vice Chair/President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Dawn Rowe, Supervisor  Mountain/Desert Julie McIntyre, Barstow (Chair/Vice President) Art Bishop, Apple Valley Rick Denison, Yucca Valley Robert Lovingood, Supervisor (Chair MDC)  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.	6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021
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.	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)	L. Dennis Michael, Rancho Cucamonga (Chair) Ray Marquez, Chino Hills** (Vice Chair) Bill Jahn, Big Bear Lake Frank Navarro, Colton John Dutrey, Montclair** Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Acquanetta Warren, Fontana Dawn Rowe, Supervisor John Valdivia, San Bernardino	12/31/2021 (6/30/2021) Indeterminate (6/30/202 12/31/2020 12/31/2021 Indeterminate Indeterminate 12/31/2020 12/31/2020 Indeterminate 12/31/2021 12/31/2021 12/31/2020 12/31/2020

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# San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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.	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)	Robert A. Lovingood, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair) Gabriel Reyes, Adelanto Art Bishop, Apple Valley Julie McIntyre, Barstow Bill Jahn, Big Bear Lake Rebekah Swanson, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Jim Cox, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate (6/30/202 Indeterminate (6/30/202 Indeterminate
Legislative Policy Committee  Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President.  - 1 East Valley member  - 1 West Valley member  - 1 Mountain/Desert member  - 1 County member  Members shall serve for the duration of	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.  Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.	Frank Navarro, Colton (President) Julie, McIntyre, Barstow (Vice President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Alan Wapner, Ontario Art Bishop, Apple Valley Curt Hagman, Supervisor	12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021
the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	(Brown Act)		

**Policy Committee Meeting Times** 

General Policy Committee Legislative Policy Committee Transit Committee Mountain/Desert Committee Second Wednesday, 9:00 a.m., SBCTA Office Second Wednesday, 9:30 a.m., SBCTA Office Second Thursday, 9:00 a.m., SBCTA Office Third Friday, 9:30 a.m., Victorville, CA

# **Board of Directors Study Sessions for Metro Valley Issues**

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	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)	Board of Directors Curt Hagman, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair)	6/30/2021 6/30/2021

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# I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
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.	(Brown Act)	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	12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020

# Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)  Membership consists of 11 members appointed by the SBCTA Executive Director. 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	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities;  (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 nonvoting members	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  At Large Membership — San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center	On-going On-going On-going On-going On-going On-going On-going On-going On-going  5/31/2021 9/30/2020 9/30/2020 6/30/2022 5/31/2021

Meeting Dates and Time: Bi monthly, beginning in January, 2<sup>nd</sup> 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
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan  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:  A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.  B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.  C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.  D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.  E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.  In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	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.  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.  (Brown Act)	Donald Driftmier (A) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Frank Navarro, Ex-Officio Ray Wolfe, Ex-Officio	12/31/20 12/31/20 12/31/22 12/31/22 12/31/22

# **SBCTA Ad Hoc Committees**

<ul> <li>No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> <li>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</li> </ul>		and integrity of program implementation.  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.  (Brown Act)	Frank Navarro, Ex-Officio Ray Wolfe, Ex-Officio	Communication: Committee Membership (Committee Membership)
	SBCTA	Ad Hoc Committees		ation:
COMMITTEE		PURPOSE	MEMBERSHII	
Council of Governments Ad Hoc Committee In June 2016, the SBCTA Board President appointed this ad hoc committee.	To provide direction relative to the Council of Governments annual work plan.		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	
Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.	To provide policy guidance related to funding allocations and project delivery.		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)  Packet Pg. 821	

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# **SBCTA Technical Advisory Committees**

COMMITTEE	PURPOSE	MEETING SCHEDULE
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.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.  The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
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.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.  The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
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.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.  The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.  Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.  PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.  PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.  The PDTs are not Brown Act Committees.	Varies with the PDT.



# MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019