



AGENDA
Transit Committee Meeting

March 11, 2021

9:00 AM

MEETING ASSESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/92586807689>

Teleconference

Dial: 1-669-900-6833

Meeting ID: 925 8680 7689

**This meeting is being conducted in accordance with Governor Newsom's
Executive Order N-29-20.**

Transit Committee Membership

Chair

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Pro Tem Alan Wapner
City of Ontario

Vice Chair

Vice Mayor Ray Marquez
City of Chino Hills

Mayor Deborah Robertson
City of Rialto

Mayor Frank Navarro
City of Colton

Mayor John Valdivia
City of San Bernardino

Mayor Acquanetta Warren
City of Fontana

Council Member David Avila
City of Yucaipa

Mayor Pro Tem Larry McCallon
City of Highland

Council Member Rick Denison
Town of Yucca Valley

Mayor John Dutrey
City of Montclair

Supervisor Dawn Rowe
County of San Bernardino

**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 clerkoftheboard@gosebcta.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 on March 10, 2021.

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 L. Dennis Michael)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Betty Pineda

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

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 of Directors and Committee members.

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Transit

2. **Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company**

Pg. 13

Receive and file change order report.

Presenter: Victor Lopez

This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

3. **San Bernardino County Transportation Authority Fiscal Year 2021/2022 Budget-Transit Committee Task Review**

Pg. 19

Review and provide direction relative to proposed tasks and budgetary information to be included in the Fiscal Year 2021/2022 Budget.

Presenter: Hilda Flores

This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion - Transit

4. **Contract No. 21-1002546 Federal Transit Administration Sub-recipient Agreement with Omnitrans for the Ontario Airport Loop Project and Operations Oversight**

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

A. Approve Contract No. 21-1002546 with Omnitrans, memorializing the recipient/sub-recipient roles and responsibilities for federal fund sources administered by the Federal Transit Administration for the implementation of the Ontario International Airport (ONT) Loop Project.

B. Authorize the Executive Director, or his designee, to approve amendments to Contract No. 21-1002546 that are consistent with future funding allocations approved by the San Bernardino County Transportation Authority Board of Directors.

C. Authorize staff to begin discussion with Omnitrans related to Omnitrans becoming the designated Operations Oversight Agency for the future ONT Loop service.

Presenter: Carrie Schindler

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

5. Redlands Passenger Rail Project License Agreement with Riverside County Transportation Commission for use of Layover Facility and Testing of Diesel Multiple Units on Perris Valley Line

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

Authorize the Executive Director, or his designee, to execute a license agreement and associated documents with the Riverside County Transportation Commission in the not-to-exceed amount of \$200,000, for the delivery, testing, non-revenue operations and commissioning of the Arrow Multiple Unit Equipment on the Perris Valley Line Subdivision and the South Perris Layover Facility, upon review and concurrence of SBCTA Risk Manager and final approval as to form by SBCTA General Counsel.

Presenter: Victor Lopez

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager will review the proposed license agreement prior to execution.

6. Redlands Passenger Rail Project Quarterly Update

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Receive and file the Redlands Passenger Rail Project Quarterly Update.

Presenter: Victor Lopez

This item is not scheduled for review by any other policy committee or technical advisory committee.

7. Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share

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

A. Allocate \$2,243,248 of Low Carbon Transit Operations Program (LCTOP)-Population Share funding to the following projects:

- i. Morongo Basin Transit Authority: Future Zero-Emission Buses - \$79,037
- ii. Mountain Transit: Future Zero-Emission Buses - \$52,977
- iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicle - \$209,214; Fare Media Subsidy - \$20,000; and Last year for New and Expanded Service for Barstow - \$250,000
- iv. Omnitrans: Future Zero-Emission Buses – \$580,000
- v. San Bernardino County Transportation Authority: Arrow Fare Subsidy Program \$400,000 and West Valley Connector – Capital \$652,020

B. Allocate \$418 of LCTOP-Operator Share from the City of Needles to the San Bernardino County Transportation Authority for the West Valley Connector Project.

C. Adopt Resolution No. 21-033 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for the LCTOP, and nomination of and funding requests for listed transit projects.

D. Approve a revised LCTOP-Population Share Apportionment for Fiscal Year 2020/2021 of \$2,243,248, an increase of \$30,898 from the previous estimate to match the final number released by the State Controller's Office and the proposed LCTOP-Population Share allocations.

E. Approve an increase to the Mountain/Desert LCTOP-Population Share funds swap for Valley State Transit Assistance-Population Share funds to \$5,399, an increase of \$74 from the previous estimate, for the City of Needles.

F. Approve an increase to the LCTOP-Operator Share funds swap for Valley State Transit Assistance-Population Share funds to \$418, an increase of \$6 from the previous estimate, for the City of Needles.

Presenter: Nancy Strickert

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and resolution.

8. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for Railroad Right-of-Way Maintenance Services

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

A. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for Railroad Right-of-Way Maintenance Services, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, to extend the term to June 30, 2023 and waive the five-year maximum contract term as defined in Contracting and Procurement Policy No. 11000.

B. Approve an increase to the not-to-exceed amount of Contract No. 16-1001409 Contract Available Authority by \$1,682,178, allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 Weed Abatement budget for a total not-to-exceed amount of \$5,780,178 for Railroad Right-of-Way Maintenance Services.

Presenter: Ryan Aschenbrenner

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Discussion - Transportation Programming and Fund Administration

9. Baseline Agreement for West Valley Connector Bus Rapid Transit Project, Phase 1

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

Approve the Solutions for Congested Corridors Program Baseline Agreement No. 21-1002564 with the California Transportation Commission and the California Department of Transportation for the West Valley Connector Bus Rapid Transit Project, Phase 1.

Presenter: Vanessa Schoenewald

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Public Comment

Brief Comments from the General Public

Interested persons may submit Public Comment in writing to the Clerk of the Board 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 on March 10, 2021.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next Transit Committee Meeting is scheduled for April 15, 2021.

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

Meeting Procedures - 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 Executive Order N-29-20 waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

Accessibility – 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 clerkoftheboard@gosbcta.com.

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

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

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

Public Testimony on an Item – 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.

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to 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

Minute Action

AGENDA ITEM: 1

Date: *March 11, 2021*

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
2	20-1002310	Stadler US, Inc. <i>Martin Ritter</i>	None
2	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
2	19-1002070	Granite Construction Company Brad J. Williams	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc. PGC Construction, Inc. H & H Engineering

Entity: San Bernardino County Transportation Authority

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2 Cont'd			Construction, Inc. CL Coatings, Inc. Crown Fence Co. Air & Lube Systems, Inc. Wine Gardner Masonry, Inc. Meadows Sheet Metal & Air Conditioning, Inc. Dba Meadows Mechanical
8	16-1001409	Joshua Grading & Excavating Inc. <i>Tim Craft</i>	

Financial Impact:

This item has no direct impact on the annual budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Minute Action

AGENDA ITEM: 2

Date: *March 11, 2021*

Subject:

Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company

Recommendation:

Receive and file change order report.

Background:

San Bernardino County Transportation Authority (SBCTA) has two ongoing construction contracts and one vehicle procurement contract related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project vehicle procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the Redlands Passenger Rail Project Mainline Construction has had the following CCOs executed since the last report:
 - 1) CCO 041: Due to field conditions, revisions were required to be made to the Gage Canal blow-off line with an agreed lump sum amount of \$18,188.39.
 - 2) CCO 042: As a result of ongoing utility coordination, revisions to the Southern California Edison (SCE) meter were made at 7th Street that required Flatiron to change pedestal construction details with an agreed lump sum amount of \$41,855.16.
 - 3) CCO 044: During the SCE distribution utility relocation at 6th Street, an unforeseen condition required Flatiron to construct a new power manhole. This CCO has an agreed lump sum amount of \$59,199.57.
 - 4) CCO 045: During Flatiron's relocation of the SCE distribution line at Arrowhead Avenue an unforeseen Vitrified Clay Pipe Sewer line was encountered which required a bypass. This CCO has an agreed upon lump sum cost of \$27,384.45
 - 5) CCO 046: The City of Riverside's 36" water main at Waterman Avenue required relocation. Due to schedule and cost implications, the decision was made to protect it in place with a precast concrete slab with cast in place concrete footers. This CCO has an agreed upon lump sum amount of \$184,133.88
- C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had the following CCOs executed since the last report:
 - 1) CCO 008: Change order covers the cost to add additional lighting to the site and to relocate and reconstruct existing light poles. The new and relocated light poles are required for safety and security. Furthermore, the original construction drawings did not

Entity: San Bernardino County Transportation Authority

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show any power for the Hazardous Material Building. This Change Order compensates the contractor to: (1) provide new exterior site lights with conduit, wire and foundations (2) relocate some of the existing lights that were shown on the plans as protect in place (including new conduit, wire and foundations), and (3) provide conduit, wire and a circuit breaker to the Hazardous Material Building. This CCO has an agreed lump sum amount of \$ 234,400.83.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Rail and Transit Construction Contracts

RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
1	No cost change order, adjusting insurance language for SCRRRA's ROE req's	\$0.00
2	Increase Bid Item #23 - Removal and Disposal of contaminated soil with a not-to-exceed value of \$5,300,000 to compensate the contractor for unforeseen contaminated soil levels within the back 6 miles of the RPRP and anticipated levels of contaminated soil within the front 3 miles.	\$5,300,000.00
3	Railroad Signal (existing) at Arrowhead Avenue damaged due to 3rd party traffic incident.	\$4,394.91
4	Increase track subgrade compaction from 90% to 95% along the guideway to comply with SCRRRA standards.	\$175,000.00
5	Increase pothole bid item for additional potholes required for the project. Original bid item included 200 potholes and amount of potholes needed has increased to approximately 860 potholes.	\$584,326.00
6	Modifications to the Best Management Practices (BMP) required by the Storm Water Pollution Prevention Plan (SSWPP) at 133 E Street (future parking lot).	\$26,511.09
7	CN 027 - Emergency repairs to Twin Creek Bridge following transient activity.	\$35,077.95
8	CN 027 - Upsize Casing for Pier Protection Wall CIDH due to unforeseen constructability issues.	\$41,650.83
9	CN 017 - Subsurface investigation at Santa Ana River Bridge Cast in Drilled Hole (CIDH) to determine extent of unsuitable material.	\$8,923.65
10	CN 039 - Alt Supplier for Wayside Messaging Server as previous Supplier no longer manufactures it.	\$30,703.15
11	CN 040 - Battery Chargers Proh by Cal Energy Commission and required an alternate product.	\$9,435.76
12	CN 004 - Encasement of City of Riverside 36" Water Transmission Main to bring up to SCRRRA standards.	\$131,249.27
13	CN 005 - Storm Drain DS17 Design Revision.	\$3,983.65
14	CN 020 - Revised Signal Vault Layout at Richardson Street.	\$6,863.27
15	CN 041 - Bid Item 532 Increase in QTY.	\$2,369.00
16	CN 015 - Temporary Construction Easement revision at Mad Atom/Pacific Desert Property due to access point change and revised TCE area from owner.	\$36,110.15

Bold-Construction Change Orders approved since the last reporting to the Transit Committee
Amounts shown in parentheses represent a credit to the Agency

Attachment: Copy of Rail Transit Committee Oct 2020 RK MS (7482 : Contract Change Orders to on-going Contracts with Stadler, Granite &

Rail and Transit Construction Contracts

17	CN 003 - Flatiron West, Inc. to install 68 linear feet of casing for Frontier at Arrowhead Avenue.	\$71,235.58
18	CN 083 - Increase Bid Item 10 - Permit allowance.	\$90,000.00
19	CN 058 - Arrowhead Avenue SCE conduit and casing installation.	\$207,714.40
20	CN 092 - Increase Bid Item 23 - Removal and disposal of contaminated soil to eliminate remaining contaminated soil along the RPRP.	\$3,300,000.00
21	CN 024 - Confirmation and establishment of new survey control points due to variances and discrepancies with survey design.	\$89,672.02
22	CN 048 - Orange Show Road Utility Protection Slab.	\$32,867.10
23	CN 057 - Arrowhead Avenue sewer bypass and sewer line replacement.	\$26,232.96
25	CN 016 - Easement at Mad Atom Revised TCE.	\$4,151.63
26	CN 022 - Soil Sampling and Analysis at University Station.	\$9,845.51
27	CN 055 - Hanging Scaffolding at Twin Creek Bridge to allow work to commence prior to issuance of the 408 Environmental Permit.	\$51,802.36
24	CN 52 - Elimination of earthen ditch at Tennessee Street.	\$7,665.25
28	CN 89 - 6th Street SCE distribution facility relocation by FWI.	\$119,443.92
29	CN 79 - Install 20" steel casing for SCG at CP Redlands (Stoddard Ave).	\$13,590.42
30	CN 49 - FWI to construct return walls at each station per revised design.	\$39,524.11
31	CN 69 - Construct dry utility protection slab at D Street for SCE facility.	\$24,956.12
32	CN 70 - Construct dry utility protection slab at 5th Street for SCE facility.	\$25,254.81

Bold-Construction Change Orders approved since the last reporting to the Transit Committee
Amounts shown in parentheses represent a credit to the Agency

Rail and Transit Construction Contracts

33	CN 71 - SCE metering pedestal location revisions at Sierra Way.	\$1,957.71
34	CN 107 - Waterman 36" water main protection slab precast material costs .	\$96,273.62
35	CN 51 & CN 56 - Welded wire mesh installation at two locations to fill in gaps for protection of ROW.	\$14,469.64
36	CN 073 - SCE metering pedestal location revisions at Orange Show Road.	\$6,882.01
37	CN 84 - Replace existing IJ at CP Redlands due to rail continuity test defect.	\$9,006.27
38	CN 29 - Install 2 headwalls at DS-6 per SCRRA standards.	\$20,424.41
39	CN 59 - Revised grades at Colton due to changes in survey data.	\$1,800.22
40	CN 36 - Due to Esri adjacent project, increase depth of SCRRA turndown wall at Downtown Redlands Station platform.	\$33,290.41
41	CN 28 - Revisions to Gage Canal Blow Off Line	\$18,188.39
42	CN 80 - SCE Metering revisions to 7th street	\$41,855.16
43	CN 43 - E Street paving revisions due to ADA compliance.	\$4,083.49
44	CN 132 - SCE Manhole construction at 6th street	\$59,199.57
45	CN 94 - VCP Sewer bypass at Arrowhead Avenue	\$27,384.45
46	CN 82 - Waterman Avenue Waterline Slab Protection	\$184,133.88
CCO TOTAL		\$11,029,504.10
APPROVED CONTINGENCY		\$15,423,207.19
REMAINING CONTINGENCY		\$4,393,703.09

Bold-Construction Change Orders approved since the last reporting to the Transit Committee
Amounts shown in parentheses represent a credit to the Agency

Attachment: Copy of Rail Transit Committee Oct 2020 RK MS (7482 : Contract Change Orders to on-going Contracts with Stadler, Granite &

Rail and Transit Construction Contracts

RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
1	Increase to the contract permit allowance (bid item 3)	\$110,000.00
2	Demolish and rebuild two active junction structures. One structure was unknown and buried beneath the future location of the AMF building footing. The other structure was found in a location that varied from the as-builts and in conflict with a new storm drain construction.	\$127,069.75
3	Sanitary Sewer Relocation - Relocate existing sanitary sewer trunk line per SBMWD approved design revision.	\$470,000.00
4	36" Storm Drain Realignment & Water Quality Revisions.	\$25,727.85
5	Site Domestic & Fire Water Revisions - Implement revisions to site domestic and fire water lines, per design revision.	\$60,000.00
6	Building Footing & Slab Revisions - Increased some building footings and thickened slab dimensions.	\$118,107.28
8	Site lighting revisions.	\$234,400.83
9	Deductive Change - Deductive credit for elimination of Operations Building, vehicle lifts & landscaping.	(\$1,027,276.00)
11	RPRP Communication Site Redesign - Revisions in site communications due to change in operators (i.e. from Omnitrans to SCRRRA).	\$297,393.47
12	Time Impact Analysis 1.2 (Sewer) - Increase time related overhead for sewer delays.	\$300,000.00
CCO TOTAL		\$715,423.18
APPROVED CONTINGENCY		\$1,363,400.00
REMAINING CONTINGENCY		\$647,976.82
RPRP- Vehicle Procurement from Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
1	Additional ADA seating and bicycle storage capacity.	\$118,500.00
2	Engineering and testing for modifications to the SBCTA DMU in preparation for future retractable steps.	\$222,300.00
3	Adjustment of the contract milestone schedule.	\$93,400.00
4	Adjustment of DMU color scheme to match SCRRRA branding.	\$49,434.00
5	Modification of the propulsion master controller.	\$118,890.83
CCO TOTAL		\$602,524.83
APPROVED CONTINGENCY		\$3,390,508.00
REMAINING CONTINGENCY		\$2,787,983.17

Bold-Construction Change Orders approved since the last reporting to the Transit Committee
Amounts shown in parentheses represent a credit to the Agency

Attachment: Copy of Rail Transit Committee Oct 2020 RK MS (7482 : Contract Change Orders to on-going Contracts with Stadler, Granite &

Minute Action

AGENDA ITEM: 3

Date: *March 11, 2021*

Subject:

San Bernardino County Transportation Authority Fiscal Year 2021/2022 Budget - Transit Committee Task Review

Recommendation:

Review and provide direction relative to proposed tasks and budgetary information to be included in the Fiscal Year 2021/2022 Budget.

Background:

The review of tasks is intended to gain input on the appropriateness of the type and scope of the work effort. Narrative descriptions and detailed budget information are provided. Budget amounts, fund types and narratives are preliminary, pending agency-wide revenue and expenditure compilation and review by San Bernardino County Transportation Authority (SBCTA) policy committees.

Explanations for major variances from prior year's budget are included in the Work Elements section for each task and include the following:

- The Transit Operator Support Task budget for consultant services decreased from the prior fiscal year that included development of the Public Transit – Human Service Transportation Coordination Plan for San Bernardino County.
- The Transit Allocations/Pass-throughs Task budget increased due to a shift for payment of State of Good Repair Pass-through funds to Southern California Regional Rail Authority (SCRRA) from Task 0315.
- The General Transit Task budget decreased due to onboarding in-house staff to manage project controls for Transit projects and programs and the corresponding reduction in on-call consultant support services.
- The Transit Operations Task budget increased due to preparation of Arrow Service operations between SBCTA and SCRRA, and to accommodate the maintenance and security fees for the Redlands rail stations.
- The Transit Capital Task budget decreased due to substantial completion of the Redlands Passenger Rail Project (RPRP) in Fiscal Year 2020/2021 and completion of the Rialto Metrolink Parking Lot Expansion. The budget includes planned right-of-way acquisitions for the West Valley Connector Phase I and payment for the first notice to proceed for the Ontario International Airport (ONT) Loop.
- The Vanpool Program Task budget decreased due to expected fewer vanpools operating due to the COVID-19 pandemic.

Additional changes to the agency-wide budget include an increase in the Indirect Fund as a result of additional labor and fringe allocated to the indirect fund; deferred maintenance, and capital

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

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and technology improvements as reflected in the Capital Improvement Plan; and increase in professional services for enterprise resource planning that includes a new financial system.

The following tasks are presented for Committee review:

Task	Transit Program	Manager	Proposed Budget
0309	Transit Operator Support	Schindler	\$395,975
0310	Transit Allocations/Pass Throughs	Zureick	\$134,042,264
0312	General Transit	Schindler	\$1,299,171
0313	Transit Right of Way Management	Schindler	\$1,639,424
0314	Transit Operations	Schindler	\$32,894,872

Task	Transit Program	Manager	Proposed Budget
0315	Transit Capital	Schindler	\$146,713,796
0383	Vanpool Program	Schindler	\$1,211,673

The following list of sub-tasks provides proposed budget by project:

Transit Sub-Tasks		Proposed Budget
0315	Transit Capital:	
0324	Redlands Passenger Rail Project	\$60,105,640
0326	Gold Line Extension to Montclair	\$26,000
0328	Control Point Lilac to Rialto Station Double Track	\$100,000
0334	West Valley Connector Phase I	\$66,150,000
0336	Diesel Multiple Unit to Zero-Emission Multiple Unit Vehicle Conversion	\$9,085,000
0337	ONT Loop	\$10,498,158

This agenda item provides for task level review. In May 2021, in conjunction with the Budget Workshop, the anticipated levels of revenue from all sources, staffing and program level budgets will be presented.

Financial Impact:

The tasks under the purview of the Transit Committee will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Transit Program

Description

The Transit Program represents the continuing responsibilities of SBCTA to implement and plan for future transit capital project passenger rail service, support existing commuter rail service through the Southern California Regional Rail Authority (SCRRA)/Metrolink, provide technical assistance to local jurisdictions implementing transit oriented development, coordinate and assist local bus operators, and manage sixty (60) miles of agency owned railroad right of way. The program is funded by an array of funding sources including Measure I, Transportation Development Act, Federal, State, and local funds. Many of SBCTA's Transit and Rail Program responsibilities are based on Federal and State regulations, requiring coordination with the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), California State Transportation Agency (CalSTA) and the California Public Utility Commission (CPUC).

Goals and Objectives

The Transit team continues the delivery, management, and construction of major transit and rail capital projects. In doing so, the staff assists in meeting SBCTA's commitment to deliver the projects as described in the Measure I Transportation Transaction and Use Tax approved in 1989 and renewed in 2004 by the San Bernardino County voters and other efforts prioritized by the SBCTA Board. The Transit Program includes the goal of reducing roadway congestion and improving air quality by providing high-quality Metrolink commuter rail services to the citizens of San Bernardino County, expanding rail service with development of Arrow hybrid-rail service, expanding bus rapid transit service with West Valley Connector, development of the first zero-emission passenger rail vehicle in North America, and continued coordination with Brightline West for introduction of privately funded high speed rail service between Las Vegas and Rancho Cucamonga. The Transit team also supports these goals by providing funding, planning support, and capital delivery support to the local transit operators in the county. Further, the Transit team responsibilities include management of vanpool and rideshare activities with a focus on multimodal programs and the customer-based experience.

The Transit Program for this fiscal year includes the following:

1. Complete construction of the Redlands Passenger Rail Project and coordination of pre-revenue testing and commissioning activities with Metrolink for the future Arrow hybrid-rail service.
2. Complete final design of the West Valley Connector Phase 1 Project, progress with right of way acquisition, and work with the FTA as part of the Capital Improvement Grant Program process to approve a full funding grant agreement should the FTA rate the project accordingly and recommend it for funding.
3. Approve the ONT Loop Design, Build, Operate, and Maintain Contract and progress with the environmental review.
4. Seek funding to close the shortfall to construct Gold Line Phase 2B to Montclair in San Bernardino County if Los Angeles County Metropolitan Transportation Authority (LACMTA) commits to building to the county line.
5. Complete final design of the Zero Emission Multi-Unit Vehicle (ZEMU) in close consultation with the FRA and SCRRA, and begin vehicle assembly.
6. Monitor progress of the Ontario International Airport Private Transportation Provider Pilot Program, and pending sufficient funding and SBCTA Board approval, extend the term to coincide with the completion of the ONT Loop.
7. Continue close coordination with Brightline West, including development of the three party lease agreement for Rancho Cucamonga Metrolink Station and San Gabriel Subdivision.
8. Manage SBCTA railroad right of way in an efficient and comprehensive fashion.
9. Support local Transit Operators with implementation of zero-emission bus recommendations as identified in the San Bernardino Countywide Zero-Emission Bus Study and mandated by the State.
10. Continue the Metrolink San Bernardino Line Fare Discount Program and monitor its performance.
11. Provide technical assistance to the transit operators and their Consolidated Transportation Service Agencies within San Bernardino County.

Transit Program

12. Manage the IE Commuter rideshare program, merge the regional rideshare database and offer a Telework Employer Assistance program.
13. Manage the SB Loop Vanpool Subsidy Program, National Transit Database reporting and monitor cost versus 5307 revenue generation.
14. Coordinate a Multimodal Interconnectivity Working Group consisting of SBCTA program staff and transit operators throughout San Bernardino County, to implement countywide transit efforts.
15. Work with Mountain Transit in constructing their two facilities in Crestline and Big Bear as requested.
16. Administer the Station Technical Advisory Committee (STAC) to implement consistent station security standards for Metrolink stations throughout San Bernardino County.

Performance/Workload Indicators

	2018/2019 Actual	2019/2020 Actual	2020/2021 Revised Budget	2021/2022 Budget
Redlands Passenger Rail Project	Complete Early Utility Contract/ Award Mainline and Facility Contracts	Construction/V ehicle Design & Assembly	Construction/ Vehicle Assembly & Delivery	Construction/ Pre-revenue Testing
Gold Line Extension	Construction Negotiations	On-hold/ Seek Funding	On-hold/ Seek Funding	On-hold/ Seek Funding
West Valley Connector	Preliminary Engineering/ Environmental Clearance	Environmental Approval/ Seek Funding	ROW Acquisition/ Final Design/ Seek Funding	ROW Acquisition/ Final Design/ Seek Funding
ONT Loop	N/A	N/A	Planning/ Procurement	Procurement/ Environmental
Development of Zero-emission Multiple Unit	Secured Grant Funding/ Planning	Determine Technology/ Vehicle Design	Vehicle Design	Vehicle Design/ Assembly
Metrolink Double Track – CP Lilac to CP Rancho (Preliminary Engineering and CEQA Clearance Only)	Preliminary Engineering/ Environmental Approval	On-hold/ Seek Funding (SCRRRA)	On-hold/ Seek Funding (SCRRRA)	On-hold/ Seek Funding (SCRRRA)
Shortway Quiet Zone	Preliminary Engineering/ Environmental Clearance	On-hold Pending Coordination with SCRRRA	On-hold Pending Coordination with SCRRRA	On-hold Pending Coordination with SCRRRA

Transit

Task 0309 Transit Operator Support

Purpose

Facilitate and oversee the administration and programming of transit projects through funding provided by a variety of Federal and State revenue sources and Measure I to allow delivery of transit projects on schedule and to demonstrate compliance with applicable Federal, State, and local guidelines; fiscal constraint; and air quality conformity requirements. Federal and State revenue sources include Fixing America's Surface Transportation (FAST) Act programs administered by the Federal Transit Administration (FTA); State Proposition 1B Bond and Senate Bill 1 (SB1) programs; Local Transportation Funds (LTF) and State Transit Assistance (STA) funds made available from State Transportation Development Act (TDA); the Low Carbon Transit Operations Program (LCTOP); and the SB1 State of Good Repair (SGR) Program. This provides for assistance and oversight of San Bernardino County transit operators, including review of their cost effectiveness and efficiency, Federal and State funding compliance, funding allocations, service modifications, and capital improvements. These operators include Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), and City of Needles Transit, as well as Omnitrans in its role as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley.

Accomplishments

SBCTA staff has administered and programmed the funding available for transit projects based on the Board approved priorities and strategies as communicated through the 10-Year Delivery Plan and the various Short Range Transit Plans (SRTPs), program apportionments, and project-specific allocations. Through strategic fund management and timely delivery of existing committed funds, SBCTA has maximized and protected Federal and State funding revenues. In addition, SBCTA has supported transit operators with information on funding opportunities and transportation program guidelines, requirements, policies, and schedules. SBCTA serves as a liaison between transit operators and Caltrans, the California Transportation Commission (CTC), and various other Federal and State agencies to assist local implementation of projects funded by Federal and State sources.

Work Elements

This is an ongoing project that includes professional development through participation in State, regional and national transit association conferences. Participation provides for exchange of information and policy development ideas relating to transit operations and funding.

This task also includes continued staff and consultant efforts required to maintain compliance with Federal and State funding requirements, such as reviewing procedures related to Title VI of the Civil Rights Act of 1964 (for SBCTA and transit operators) and the Americans with Disabilities Act (ADA) and conducting the annual unmet transit needs public hearings. Additionally SBCTA staff provides technical assistance for the transit operators for their SRTPs, grant applications review and submittal, and programming of projects in the Federal Transportation Improvement Program (FTIP) and Regional Transportation Plan (RTP).

The task also includes professional services to support the continued development, evaluation, and implementation of the transit operator reporting system. Specific items of the task include:

1. Continue work on implementing and maintaining the transit operator performance system.
2. Share new industry and regulatory information with operators.
3. Review and implement SBCTA procedures and provide technical assistance to transit operators and non-profits to ensure compliance with FTA requirements.

Transit

Task 0309 Transit Operator Support

4. Schedule, mail and publish notices for annual Unmet Transit Needs Public Hearings as required by the TDA. Obtain court recorder services for public hearings. Prepare summary of testimony received, recommended staff response, and formal findings for review by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) and the hearing boards. Obtain Board adoption of formal findings.
5. Identify eligible candidate projects for various competitive grant programs and provide support to transit operators to submit applications and implement projects, if selected.
6. Determine the distribution of FTA formula and Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds committed to transit projects. Provide assistance to operators in the preparation of annual Section 5311 and Section 5307 Programs of Projects and grant applications, provide concurrence with the use of FTA formula funds, and review and prioritize Section 5310 grant applications.
7. Coordinate activities and provide assistance in responding to inquiries from Board members, member agencies, and transit operators through the PASTACC, and other interagency forums.

Budgetary changes are due to a level of consultant services for Fiscal Year 2021/2022 expected to be less than what was required in Fiscal Year 2020/2021 which included development of the Public Transit – Human Service Transportation Coordination Plan for San Bernardino County.

Product

Dissemination of information and technical assistance to operators. The evaluation, further development, implementation, and maintenance of the transit operator performance reporting system will be beneficial to the operators and SBCTA. Additionally, an objective, efficient, and timely process to program and allocate Federal, State, and local funds in cooperation with the transit operators to maximize the use of revenue sources, to support the delivery of transit projects that provide the greatest transportation benefit relative to their cost, and to ensure that all transit funds allocated to projects within San Bernardino County are used in a timely manner without risk of loss.

Contract Information

- a. Existing Contracts
 - i. 19-1001998, Transit and Specialized Transportation Planning Services, Amount Budgeted \$140,000.
- b. New Contracts
 - i. RFP/CTO, Consulting Services - Transit Operation Unmet Needs, Amount Budgeted \$50,000, Total Estimated Contract Amount \$30,000.

Manager

Carolyn Schindler, Director of Transit and Rail Projects

Transit

Task 0309 Transit Operator Support

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	162,455	178,312	94,136	90,429
Fringe Allocation-General	165,045	166,635	95,575	101,796
Professional Services	143,222	176,881	214,610	142,000
Consulting Services	23,920	-	18,090	30,000
Dues/Memberships	14,435	15,324	21,500	21,500
Training/Registration	350	-	5,000	2,000
Postage	33	-	250	250
Travel Expense - Employee	1,043	175	4,000	4,000
Travel Expense-Mileage-Employee	-	2	1,000	1,000
Travel Expense-Other-MetroLink Tickets	88	40	500	500
Advertising	1,539	912	2,000	1,300
Printing - External	-	-	100	100
Meeting Expense	48	123	1,100	1,100
Total Expenditures	<u>512,178</u>	<u>538,404</u>	<u>457,861</u>	<u>395,975</u>
Funding Sources				
Local Transportation Fund - Admin				87,892
Local Transportation Fund - Planning				278,083
Local Projects Fund				<u>30,000</u>
Total Funding Sources				<u>395,975</u>

Transit

Task 0310 Transit Allocations/Pass-throughs

Purpose

To serve as a depository for State Transportation Development Act (TDA) funds, Measure I 2010-2040 Senior and Disabled Program Funds, State of Good Repair (SGR) Funds, and other grant funds that are required to pass-through SBCTA prior to disbursement to transit operators and other local agencies implementing transit-related or TDA local streets and roads projects within their jurisdiction.

Accomplishments

SBCTA is responsible for the disbursement of funding from the TDA, the Measure I 2010-2040 Senior and Disabled Program, SGR Funds, and other State transit grant programs. SBCTA staff disburses these funds based on the program apportionments and project-specific allocations. The Measure I Senior and Disabled Program Funds provided to the transit operators offer financial assistance to offset costs associated with paratransit service by the transit operators for those that meet the qualifications under the Americans with Disabilities Act (ADA). These funds are also used to provide subsidized fares for seniors. Additionally, other fund sources, such as SGR Funds, are included in this task when State processes require those funds to flow through SBCTA to the implementing agency or when SBCTA provides additional contributions to locally implemented transit projects.

Work Elements

1. Disburse Local Transportation Funds (LTF) to transit operators and local agencies for public transportation, local streets and roads projects, and projects that are provided for use by pedestrians and bicycles in accordance with the TDA Statutes and the California Code of Regulations (CCR).
2. Disburse State Transit Assistance (STA) Funds to transit operators for capital projects and eligible operating costs in accordance with the TDA Statutes and the CCR.
3. Disburse Measure I Senior and Disabled Program Funds based on annual allocations approved by the SBCTA Board of Directors. Allocation of Senior and Disabled Transit Funds occur monthly as a direct pass-through to transit operators.
4. Disburse SGR Funds as they are received from the State to transit operators based on allocations approved by the SBCTA Board.
5. Disburse other program funds that must pass-through the SBCTA budget for disbursement to the transit operators and local agencies implementing transit-related projects within their jurisdiction.

Budgetary changes are due to shifting the budget for payment of SGR Pass-through funds to Southern California Regional Rail Authority out of Task 0315 to Task 0310.

Product

Funds for transit operators and other local agencies implementing transit-related or TDA-funded projects within their jurisdiction.

Contract Information

- a. Existing Contracts
 - i. 16-1001458, Funding Operation of a Consolidated Transportation Services Agency (CTSA) to Provide for the Coordination of Transit Services for Seniors and Persons with Disabilities, Amount Budgeted \$3,158,000.
 - ii. Senate Bill 1 (SB1) and SGR Pass-through Agreements with Transit Operators, Amount Budgeted \$7,578,114.

Manager

Andrea Zureick, Director of Fund Administration

Transit

Task 0310 Transit Allocations/Pass-throughs

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Contributions/Subsidies	18,946,365	14,655,134	19,530,634	21,312,264
Pass-through Payments	114,159,585	97,955,840	110,155,820	112,730,000
Total Expenditures	<u>133,105,950</u>	<u>112,610,974</u>	<u>129,686,454</u>	<u>134,042,264</u>

Funding Sources

Local Transportation Fund - Pass-through	93,830,000
State Transit Assist Fund - Pass-through	18,900,000
State of Good Repair (SGR)	7,578,114
MSI Valley Fund-Senior and Disabled	11,987,500
MSI Victor Valley Fund-Senior and Disabled	1,304,000
MSI North Desert Fund-Senior and Disabled	152,700
MSI Colorado River Fund-Senior and Disabled	22,400
MSI Morongo Basin Fund-Senior and Disabled	140,500
MSI Mountain Fund-Senior and Disabled	<u>127,050</u>
Total Funding Sources	<u>134,042,264</u>

Transit

Task 0312 General Transit

Purpose

Represent San Bernardino County's transit interests at the State, Regional and National levels, including staff time associated with SBCTA's role as a member agency of the Southern California Regional Rail Authority (SCRRA) and Brightline West. In addition, facilitate and assist with regional studies and plans associated with transit.

Accomplishments

Since 1992, Metrolink has provided Southern California drivers with a safe, convenient alternative to driving. As drivers choose Metrolink, traffic is relieved and air quality is improved. SCRRA is a joint powers authority made up of an eleven (11) member board representing the transportation commissions of Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties. Metrolink trains operate on seven (7) routes across a six (6) county 538 route-mile network, which includes a portion of northern San Diego County. SBCTA shares operating and capital expenses with the Los Angeles County Metropolitan Transportation Authority (LACMTA), the Riverside County Transportation Commission (RCTC) and the Orange County Transportation Authority (OCTA) for the three (3) Metrolink routes that serve San Bernardino County. These three (3) lines typically carry up to 44 percent of total Metrolink passengers. Traditionally, the San Bernardino Line alone carries approximately 25 percent of total Metrolink passengers and boasts fare box recovery of over 38 percent. As a result of the COVID-19 pandemic, ridership in Fiscal Year 2020/2021 was significantly lower, however, the San Bernardino Line showed stronger signs of recovery. During Fiscal Year 2018/2019, SBCTA worked with SCRRA and LACMTA to implement a 25 percent Fare Discount Program on the San Bernardino Line, which will continue through Fiscal Year 2021/2022, and is primarily funded with grant funds. Staff worked closely with Metrolink on the Strategic Business Plan, which will begin implementation in Fiscal Year 2020/2021. As part of SBCTA's role as a member agency, staff remains engaged in the Member Agency Advisory Committee (MAAC). Work on a study looking at the economic and environmental contributions of transit in our county, taking into consideration the five (5) operators in the various regions of our county and the upcoming West Valley Connector Project, was deferred to allow recovery from impact related to the COVID-19 pandemic. Staff worked closely with Brightline West to support development of their privately funded high speed rail connection between Las Vegas and Rancho Cucamonga.

Work Elements

1. Represent the interest of the county on the SCRRA MAAC, advise SBCTA Board representatives sitting on the SCRRA Board and attend SCRRA Board and policy committee meetings.
2. Attend the various training and conference events related to the Federal Transit Administration, the American Public Transportation Associations, Rail~Volution, the California Transit Association, and other transit related educational opportunities as appropriate.
3. Transit related legislative advocacy in Sacramento and Washington, D.C.
4. Provide staff support to the SBCTA Transit Committee.
5. Study innovations that would allow for expanded transit service with lower operations and maintenance costs using existing infrastructure.
6. Continue coordination on the California High-Speed Rail Authority Project.
7. Other miscellaneous general transit items including project and program controls.

Transit

Task 0312 General Transit

Budgetary change is due to onboarding in-house staff to manage project controls for Transit projects and programs and the corresponding reduction in on-call consultant support services.

Product

State, Regional and National representation on transit related items, staff time, reports and recommendations in support of San Bernardino County's interest as a member of the SCRRA Board, representation and participation with respect to High-Speed Rail, miscellaneous studies and analyses pertaining to transit issues of a regional nature, and high level tasks associated with management of the overall program such as project controls.

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #11, Professional Services – Staff Augmentation, Amount Budgeted \$300,000.
 - ii. 00-1000940, CTO #1, Professional Services – General Support Services, Amount Budgeted \$30,000.
 - iii. 00-1000939, CTO #49, Professional Services – Minor Technical Studies in Existing Metrolink Service Corridors, Amount Budgeted \$74,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0312 General Transit

	2020/2021			
	2018/2019 Actual	2019/2020 Actual	Revised Budget	2021/2022 Budget
Expenditures				
Regular Full-Time Employees	171,738	178,751	182,972	400,325
Fringe Allocation-General	174,475	167,045	185,771	450,646
Professional Services	49,323	785,958	225,625	104,000
Consulting Services	8,190	-	-	-
Program Management Fees	595,917	522,984	1,113,920	300,000
Dues/Memberships	2,049	4,644	10,000	7,500
Training/Registration	7,144	5,004	10,000	10,000
Postage	-	46	600	600
Travel Expense - Employee	13,838	4,236	20,000	20,000
Travel Expense-Mileage-Employee	622	323	3,888	2,000
Travel Expense-Other-Metrolink Tickets	131	199	1,500	1,500
Public Information Activities	-	18,497	-	-
Printing - External	-	-	500	500
Record/Equipment Storage	-	-	1,000	1,000
Office Expense	-	-	100	100
Meeting Expense	382	318	1,000	1,000
Total Expenditures	<u>1,023,809</u>	<u>1,688,005</u>	<u>1,756,876</u>	<u>1,299,171</u>
Funding Sources				
Local Transportation Fund - Planning				895,171
Local Transportation Fund - Rail				300,000
State Transit Assistance Fund - Rail				<u>104,000</u>
Total Funding Sources				<u><u>1,299,171</u></u>

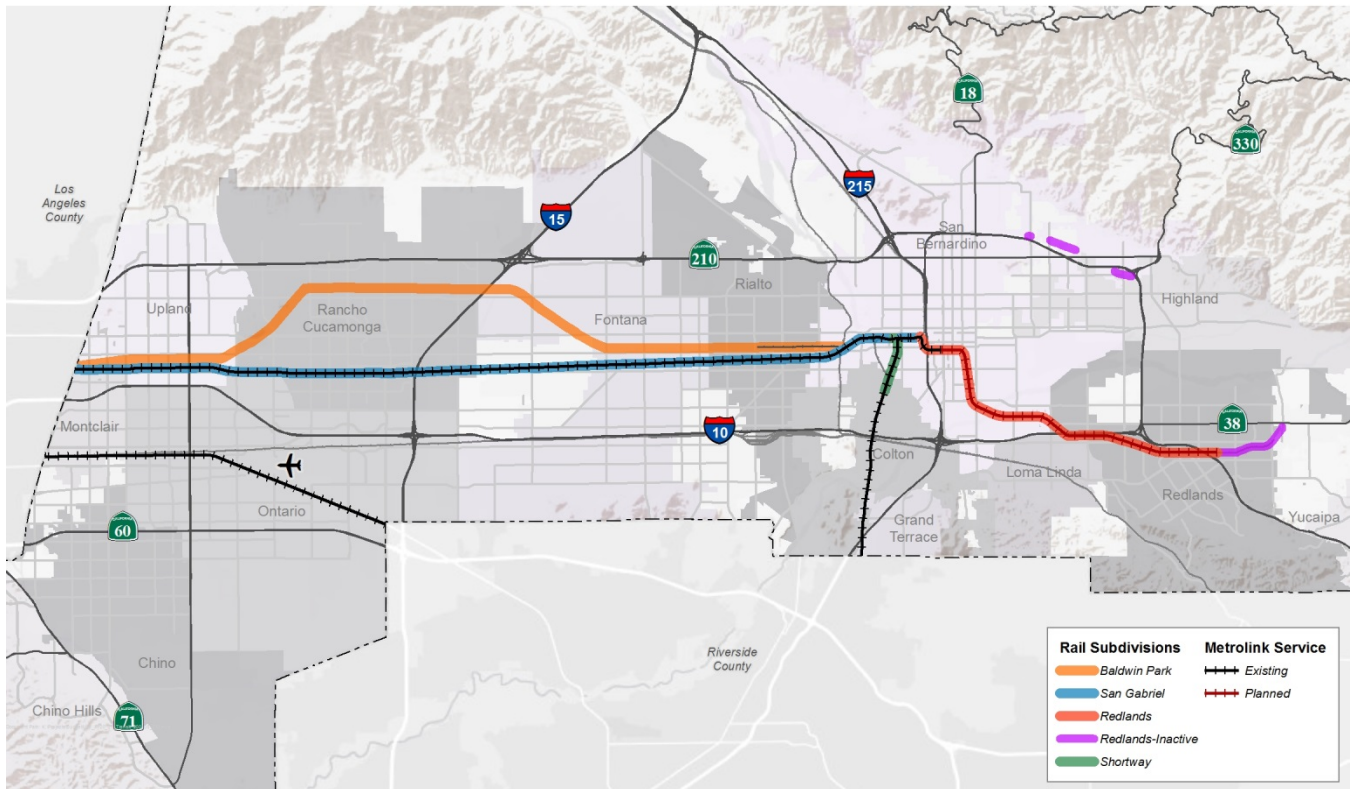
Transit

Task 0313 Transit Right of Way Management

Purpose

Manage and maintain approximately sixty (60) miles of SBCTA owned railroad right of way in a safe, efficient and effective manner.

**Transit Program
SBCTA Owned Railroad Right-of-way**



Accomplishments

SBCTA's oversight of the rail right of way has proven to be useful in several key areas. A reduction in Notices for weed abatement across several jurisdictions has occurred. Graffiti abatement under a regular maintenance schedule has reduced the number of reported citations. An in-depth review of existing license agreements resulted in the termination of abandoned facilities and provided analysis for strategies to increase revenue. Land surveying of several Metrolink stations to repair ownership on title occurred to ensure compliance with Cooperative Agreements between SBCTA and respective cities. Processing of payments for grants of use upon SBCTA property was brought in-house and a new Right of Way Manager position was created which will provide more robust succession planning with respect to Right of Way Management functions.

Work Elements

1. Process new Rights of Use Agreements.
2. Implement online application tool for new Rights of Use Agreements.
3. Graffiti removal and weed abatement.
4. Records management.
5. Implement Master Agreements with utility agencies where possible.
6. Dispose of surplus property.

Transit

Task 0313 Transit Right of Way Management

Budgetary change is due to completion of legal litigation representation and additional in-house staff to manage right-of-way management resulting in a decrease in consulting services.

Product

Proactively manage the railroad right of way by: performing maintenance activities, processing new and amended railroad right of way Rights of Use Agreements in a timely fashion, updating outdated Rights of Use Agreements. Determining the process for SBCTA to deploy an online application and business processes for new and amended grants of use and implementing such processes in partnership with the Finance and Procurement Departments, as well as recommending disposal of surplus property where applicable, and periodic updates to fee schedule based upon price indices or cost analysis studies. Specific railroad right of way maintenance activities include weed abatement, graffiti abatement, trash removal, monitoring and removal of encampments, property sign replacements and fence repairs. In addition, this task includes legal services for rail right of way related activities such as title research or utility company actions.

Contract Information

- a. Existing Contracts
 - i. 00-1000145, Metrolink Right of Way Maintenance Memorandum of Understanding, Amount Budgeted \$147,300.
 - ii. 00-1000940, CTO #37, Professional Services - On-call Engineering Plan Review, Amount Budgeted \$40,000.
 - iii. 15-1001124, Document Management Software, Maintenance, and Hardware, Amount Budgeted \$55,000.
 - iv. 16-1001409, Professional Services - On-call Railroad Right of Way Maintenance Services, Amount Budgeted \$800,000.
 - v. 17-1001664, CTO #7, Professional Services – On-call Labor Compliance Support Services, Amount Budgeted \$850.
 - vi. 20-1002270, Litigation Representation – Railroad Right of Way, Amount Budgeted \$20,013.
 - vii. 20-1002359, Professional Services – San Gabriel Subdivision Hydrologic and Hydraulic Analysis, Amount Budgeted \$10,000.
- b. New Contracts
 - i. RFP/CTO, Professional Services – Engineering Design for risks identified in the San Gabriel Subdivision Hydrologic and Hydraulic Analyses, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.
 - ii. RFP/CTO, Professional Services – Rail Station Surveying, Amount Budgeted \$45,000, Total Estimated Contract Amount \$45,000.
 - iii. RFP/CTO, Legal Services - Litigation Representation and Legal Services, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0313 Transit Right of Way Management

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	79,101	65,364	64,700	133,103
Fringe Allocation-General	80,361	61,084	65,690	149,834
Professional Services	28,681	3,803	251,000	285,850
Legal Fees	114,942	21,539	361,365	120,013
Rail Maintenance of Way	1,191,513	1,048,883	1,312,300	947,300
Postage	-	13	500	324
Travel Expense - Employee	1,011	352	1,000	1,000
Travel Expense-Mileage-Employee	192	12	500	500
Advertising	-	310	1,000	1,000
Bank Charges	3,000	3,000	-	-
Meeting Expense	-	101	500	500
Total Expenditures	<u>1,498,801</u>	<u>1,204,461</u>	<u>2,058,555</u>	<u>1,639,424</u>

Funding Sources

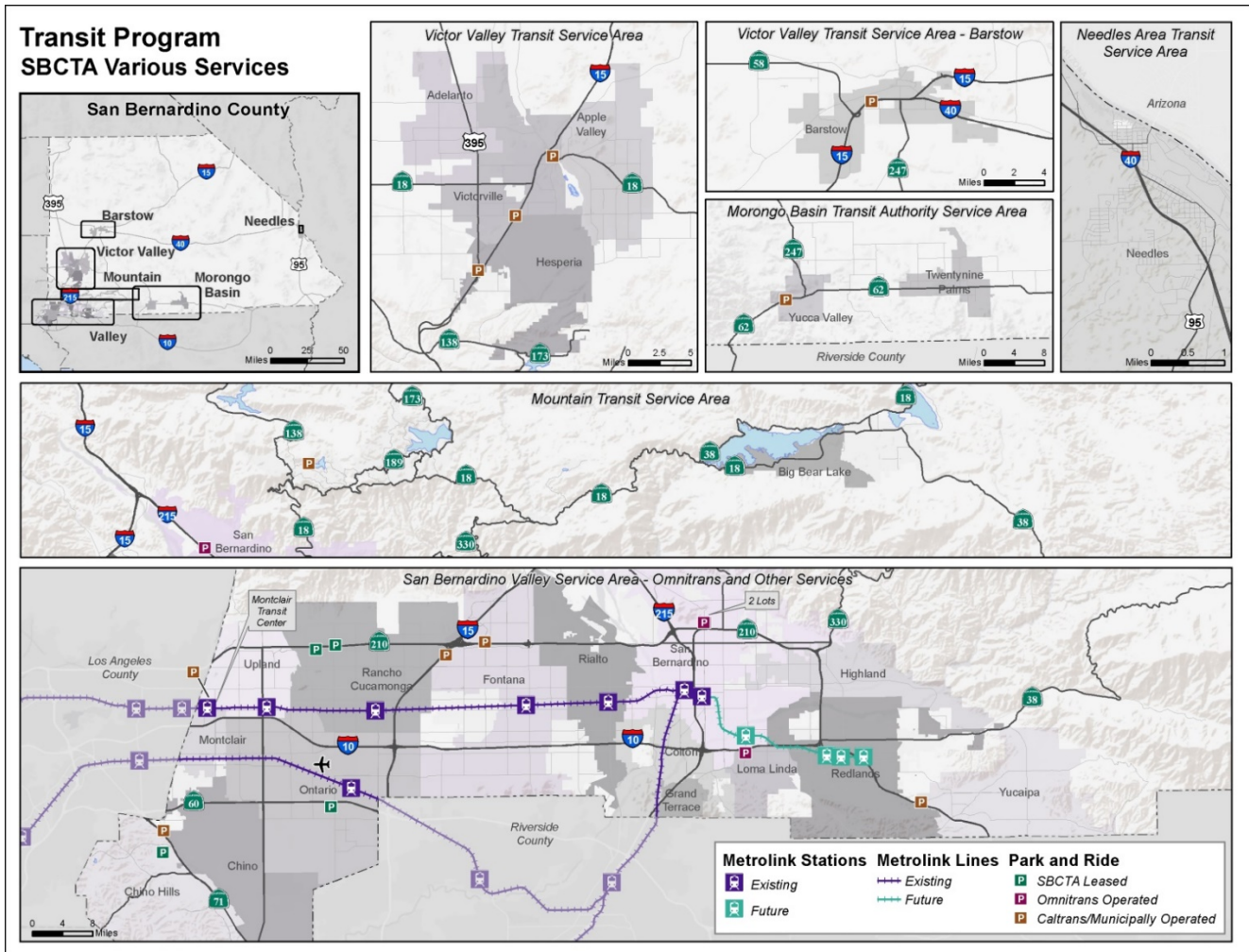
Local Transportation Fund - Planning	286,261
Local Transportation Fund - Rail	1,160,863
State Transit Assistance Fund - Rail	147,300
Rail Assets	<u>45,000</u>
Total Funding Sources	<u>1,639,424</u>

Transit

Task 0314 Transit Operations

Purpose

Provide people with mobility and access to employment, community resources, medical care and recreational opportunities across the San Bernardino Valley by offering reliable and safe transit service within and between San Bernardino, Los Angeles, Orange and Riverside Counties. In addition, reduce air pollution, congestion and energy consumption.



Accomplishments

The Metrolink San Bernardino Line service, operated by the Southern California Regional Rail Authority (SCRRA), continues to be a high performing Metrolink line. In November 2020, two roundtrip express trains were re-introduced between San Bernardino and Los Angeles Union Station in order to provide more reliable and better on-time commuter service along the entire Metrolink San Bernardino Line. Staff continued to work with Los Angeles County Metropolitan Transportation Authority (LACMTA) and SCRRA to reinstate express train service but ultimately it was not reinstated until Fiscal Year 2020/2021. Additionally, SCRRA implemented several new fare products to Metrolink customers to provide greater flexibility and enhance the customer experience, including the Loyalty Program, Kids Ride Free, as well as the 5-Day Flex Pass. As monthly pass ridership has continued to decline, Metrolink has seen an increase in different fare types, likely due to modified work schedules

Attachment: Transit Meeting March 2021 (6928 : SBCTA Fiscal Year 2021/2022 Budget Task Review - Transit)

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Task 0314 Transit Operations

to allow for telecommuting and shifts in peak hours. To further demonstrate its commitment to the health and safety of its riders, SCRRA implemented a new multi-faceted health and safety program to keep riders and Metrolink employees safe during the COVID-19 pandemic. These efforts include a face-mask requirement at station platforms and aboard trains, enhanced cleaning and sanitizing measures using electrostatic sprayers, as well as the installation of antimicrobial air filters aboard all trains. Furthermore, SCRRA decommissioned its last Tier 0 locomotive and has continues to transition to cleaner technology in its operations.

Railroad Railway (UPRR) lines, the existing Inland Empire Orange County and Riverside Metrolink lines are operating at their allowable capacity.

To further increase ridership along the San Bernardino Line, SBCTA partnered with SCRRA and LACMTA to implement a 25 percent discount for passenger fares on July 1, 2018. During the first two years of implementation, the ridership on the San Bernardino Line consistently increased by approximately 8 percent. The second half of Fiscal Year 2020/2021 saw a major decrease in ridership due to the impacts of the current health crisis, however the San Bernardino Line is recovering ahead of projections and has the second highest ridership of the Metrolink system and continues to trend positively. Despite the impact of the current pandemic, the program remains on-track to reach revenue-neutrality by the end of Fiscal Year 2022/2023. To support the program, SBCTA successfully secured \$2 million in grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) to supplement revenue loss in addition to an allocation increase of Metrolink-generated State Transit Assistance - Operator Share funds supplied by SBCTA.

SBCTA continued to implement passenger rail operations, Arrow service, along the Redlands Subdivision between the San Bernardino Transit Center (SBTC) and the University of Redlands in partnership with SCRRA. In Fiscal Year 2021/2022, the Redlands Passenger Rail Project (RPRP) will transition from the capital delivery phase into operations. Costs associated the capital delivery component of will be captured under the RPRP SCRRA project agreement included in Task 0315, Transit Capital. Costs associated with operations will be included in Task 0314.

SBCTA launched the Private Transportation Provider Pilot Program on November 19, 2019, with the goal of increasing connectivity between the Ontario International Airport Authority (OIAA) and the Metrolink stations in the Cities of Montclair, Upland, Ontario, and Rancho Cucamonga. The program provides a subsidy of fares for passengers of the Metrolink and Omnitrans services using a Private Transportation Provider. The subsidy is applied directly to the cost of the ride by using a unique SBCTA promotional code. From the program's inception through December 31, 2020, 784 people have registered for the code and 307 rides have been provided.

On May 3, 2017, the SBCTA Board of Directors approved the development of a Station Technical Advisory Committee (STAC), which has served as a venue for SBCTA, SCRRA and Omnitrans staff to meet regularly with representatives from member jurisdictions to develop, coordinate and implement consistent security recommendations and best practices for management of existing and future passenger rail stations in San Bernardino County as they relate to security. Since the inception of the STAC, three (3) key documents have been developed: 1) STAC Charter, which defines the roles, responsibilities, goals and objectives of the Committee; 2) Best Practices Guide, which focuses on key security elements each station should have as it relates to security personnel uniforms, routines and training; and 3) Codes of Conduct language for new signage across all stations. Code of Conduct signage was installed at each of the respective Metrolink stations within San Bernardino County in December 2019. The Best Practices Guide served as the first critical element of a larger Station Design Best Practices Toolkit (Toolkit), which includes security recommendations for elements beyond security staffing personnel. The Toolkit was completed and adopted by the STAC on November 30, 2020. SBCTA continues to work with its member jurisdictions, SCRRA and Omnitrans to provide a collaborative platform to discuss security practices, concerns and solutions, as well as develop improvements to security

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Task 0314 Transit Operations

standards that include key elements of security, such as Crime Prevention Through Environmental Design (CPTED), technology, Closed Circuit Television (CCTV) improvements and signage.

SBCTA's Rideshare, Park and Ride Lot and Multimodal Interconnectivity programs reduce traffic congestion, increase mobility, and improve air quality in San Bernardino County by reducing single occupant vehicle trips.

Trips are reduced through rideshare program assistance to San Bernardino County employers by providing ridematching services for commuters, incentives, a guaranteed ride home program, and promoting ridesharing (bus, train, bike, walk, carpool, vanpool, and telecommute). SBCTA has continued implementation of IE Commuter (IECommuter.org, 1-866-RIDESHARE), a bi-county rideshare program with Riverside County Transportation Commission (RCTC). IE Commuter provides employer services including South Coast Air Quality Management District (SCAQMD) Rule 2202 Average Vehicle Ridership surveying and rideshare plan development support, commuter ridematching, marketing and commuter incentives and assistance. During Fiscal Year 2020/2021, SBCTA and RCTC completed transitioning the IE Commuter online platform to software being used by LACMTA, Orange County Transportation Authority (OCTA) and Ventura County Transportation Commission (VCTC). With the software transition, SBCTA and RCTC are slated to merge the IE Commuter rideshare database with the LACMTA, OCTA and VCTC database to form a regional database in efforts to provide more seamless ridematching. In addition, SBCTA continues to participate in regional rideshare activities with these agencies, which includes a monthly rideshare newsletter for commuters, bi-monthly newsletter for employers, media outreach and marketing, and ongoing collaborative rideshare program planning. During Fiscal Year 2019/2020, the IE Commuter program provided rideshare resources to 142 employers within the county, assisted forty-eight (48) employer worksites with SCAQMD Rule 2202 surveying and as a result of the start-up rideshare incentive, reduced 199,712 one-way single occupancy vehicle trips. While the number of employers and surveys is consistent with prior years, the one-way single occupancy trips is slightly reduced due to the current pandemic. As a result of the pandemic and commuter trips being replaced with telework trips, SBCTA through the IE Commuter program implemented a Telework Employer Assistance program in addition to offering resources for teleworkers. These programs support SBCTA's SB 743 efforts. SBCTA also continues its Park and Ride lot lease program. SBCTA's Park and Ride lot program reimburses businesses for the use of their parking spaces for Park and Ride purposes, in lieu of SBCTA constructing and owning Park and Ride lots. SBCTA currently leases four (4) Park and Ride lots adding to the region's total network of nineteen (19) lots, which includes Park and Ride lots owned and maintained or leased by Caltrans, Cities, County of San Bernardino and SBCTA. Prior to the pandemic, SBCTA's leased Park and Ride lots were well utilized and will be monitored post-pandemic.

SBCTA has been actively hosting quarterly Multimodal Interconnectivity Working Group meetings with the county's transit operators, which includes Metrolink, Morongo Basin Transit Authority, Mountain Transit, Omnitrans and Victor Valley Transit Authority. The goal of the working group is to integrate SBCTA's transit, rail, rideshare, vanpool and planning programs alongside the transit operators to collaborate on countywide transit efforts and where feasible to pursue multimodal connections. In Fiscal Year 2020/2021, the working group's first accomplishment was to market through electronic media (press and news release, webpage development and social media), the county transit operator's health and safety commitments during the ongoing pandemic. The working group is continuing to focus on additional opportunities for countywide marketing, multi-agency integration of mobile fare apps, microtransit and first/last mile connections.

Work Elements

1. Provide SBCTA's share of SCRRA's Metrolink service annual operating subsidy.
2. San Bernardino Line Fare Discount Program.
3. Private Transportation Provider Pilot Program for OIAA Access.
4. Station Technical Advisory Committee (STAC).

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Task 0314 Transit Operations

5. IE Commuter rideshare program.
6. SBCTA Park and Ride lease program.
7. Multimodal Interconnectivity Working Group.

Budgetary changes are due to preparation of Arrow Service operations between SBCTA and SCRRA, and to accommodate the maintenance and security fees for the Redlands rail stations.

Product

Process disbursement of operating and maintenance funds to SCRRA in a timely manner and monitor their ongoing operating needs. It should be noted that since SCRRA's budget process parallels SBCTA's budget process, the SCRRA operating subsidy identified initially in the SBCTA budget is an estimate. The SCRRA budget and corresponding SBCTA subsidies are presented by a separate action to the SBCTA Board for approval in June. Typically this action includes a budget amendment. Contract management of the Private Transportation Provider Pilot Program and related marketing efforts and payments. Continue success of the STAC, which provides a venue for local jurisdictions, operators, law enforcement, and SBCTA to share information and develop best management practices related to security of the rail system in the San Bernardino Valley. Reduce traffic congestion, increase mobility, and improve air quality in San Bernardino County by reducing single occupant vehicle trips.

Contract Information

- a. Existing Contracts
 - i. 16-1001531, Diesel Multiple Unit Vehicle Spare Parts, Amount Budgeted \$3,026,129.
 - ii. 18-1001961, Aamcom for Lyft Concierge Service (Private Transportation Provider Pilot Program Call Center Services), Amount Budgeted \$12,000.
 - iii. 19-1001998, Transit and Specialized Transit Planning, Amount Budgeted \$35,000.
 - iv. 19-1002051, Private Transportation Provider Pilot Program for OIAA Access, Amount Budgeted \$15,600.
 - v. 19-1002203, Rideshare Program Software, Amount Budgeted \$196,000
 - vi. 20-1002301, Park and Ride Lot Lease, Amount Budgeted \$9,900.
 - vii. 20-1002302, Park and Ride Lot Lease, Amount Budgeted \$4,284.
 - viii. 20-1002344, Park and Ride Lot Lease, Amount Budgeted \$15,840.
 - ix. 20-1002345, Park and Ride Lot Lease, Amount Budgeted \$9,000.
 - x. 20-1002367, Arrow Operations and Maintenance Memorandum of Understanding, Amount Budgeted \$8,975,000.
 - xi. 21-1002371, Rideshare and Vanpool Program Implementation and Software, Amount Budgeted \$1,300,000.
- b. New Contracts
 - i. Park and Ride Lot Leases, Amount Budgeted \$50,000, Total Estimated Contract(s) Amount \$50,000.
 - ii. RFP, Regional Rideshare Software and Implementation, Amount Budgeted \$190,000, Total Estimated Contract Amount \$190,000.
 - iii. IFQ, Rideshare Professional Service Assistance, Amount Budgeted \$25,000, Estimated Contract \$25,000.
 - iv. Work Order, Track Inspection and Maintenance of SBCTA Museum Tracks, Amount Budgeted \$10,014, Estimated Contract \$10,014.

Local Funding Source Detail

- i. Riverside County Transportation Commission - \$113,500.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0314 Transit Operations

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	3,020	15,614	102,503	68,489
Fringe Allocation-General	3,069	14,590	104,071	77,098
Professional Services	-	16,326	2,441,311	1,895,138
Consulting Services	12,499	14,253	27,642	-
Rail Maintenance of Way	-	-	3,213	-
Training/Registration	-	-	2,100	2,100
Postage	-	-	200	150
Travel Expense - Employee	-	-	3,750	3,250
Travel Expense-Mileage-Employee	-	-	3,200	500
Travel Expense-Other-Metrolink Tickets	-	-	500	500
Advertising	73	-	-	-
Printing - External	-	-	7,100	1,200
Printing - Internal	-	-	100	100
Contributions/Subsidies	8,256,275	12,946,757	18,717,665	27,819,668
Office Expense	-	-	250	50
Meeting Expense	-	-	500	500
Motor Vehicles	-	-	1,040,488	3,026,129
Total Expenditures	<u>8,274,936</u>	<u>13,007,540</u>	<u>22,454,593</u>	<u>32,894,872</u>
Funding Sources				
Local Transportation Fund - Planning				84,610
Local Transportation Fund - Rail				17,473,607
State Transit Assistance Fund - Rail				1,203,000
Rail Assets				10,014
Congestion Mitigation and Air Quality				1,089,024
Federal Transit Administration 5307-CMAQ				1,666,668
Low Carbon Transit Operations Program				500,000
MSI Valley Fund-Metrolink/Rail Service				10,026,129
MSI Valley Fund-Senior and Disabled				7,800
MSI Valley Fund-Traffic Mgmt Sys				532,270
MSI Victor Valley Fund-Traffic Mgmt Sys				188,250
Local Projects Fund				113,500
Total Funding Sources				<u>32,894,872</u>

Attachment: Transit Meeting March 2021 (6928 : SBCTA Fiscal Year 2021/2022 Budget Task Review - Transit)

Transit

Task 0315 Transit Capital

Purpose

Implement and provide funding for capital improvements and projects that develop and maintain high quality transit options, increase mobility, provide for safe operations and expand service.

Accomplishments

The availability of funding for transit and rail capital projects has translated into significant transit enhancements for our region allowing for build out of a more comprehensive transit network.

Construction of the Redlands Passenger Rail Project (RPRP) mainline and associated Arrow Maintenance Facility (AMF) are on target to be substantially completed and the three (3) Diesel Multiple Unit (DMU) Arrow Service vehicles are expected to be delivered before the end of Fiscal Year 2020/2021. Final design and right of way acquisition for Phase 1 of the West Valley Connector (WVC) Bus Rapid Transit Project was initiated after receipt of two large grants; \$15 million in Transit and Intercity Rail Capital Program funds and \$65 million in Senate Bill 1(SB1) Solutions for Congested Corridors Program funds. In addition, the WVC rating package was submitted to the FTA requesting \$86.7 million in Small Starts funding. SBCTA allocated \$3.5 million towards the Empire Yards transit-oriented development (TOD) efforts at the Rancho Cucamonga Metrolink Station in support of the TOD effort, while protecting parking spaces for commuters. While the specific agreements for this effort have been terminated, approximately \$1 million of the allocated funding was used to jointly purchase an adjacent property with the City of Rancho Cucamonga to assist with augmenting the station area available for development and preservation of parking spaces. Preliminary design of the hybrid hydrogen fuel cell-battery Zero-Emission Multiple Unit (ZEMU) was completed and substantial progress was made on the hazard mitigation report. Final design on the ZEMU is on target to be completed in early Fiscal Year 2021/2022. A request for information was released for the hydrogen fuel station at the AMF and eight (8) fuel suppliers responded. The contract for design and manufacturing of the ZEMU was awarded and design commenced. Work began on the Tunnel to ONT, or ONT Loop. The contracts for outside legal services and program management/construction management services were awarded. A robust request for qualifications (RFQ) was advertised for the Infrastructure Developer contractor, several one on one meetings were held with four potential proposers, and one statement of qualifications from The Boring Company (TBC) was received in response to the RFQ. Discussions with TBC commenced and the corresponding request for proposal is on scheduled to be released before the end of Fiscal Year 2020/2021.

On an annual basis, as a member agency of the SCRRA, SBCTA provides funding for capital related expenditures including rehabilitation and new capital. In recent years, SBCTA's capital subsidy has funded positive train control and other safety efforts, cleaner locomotives, studies on alternative fuel technology, rolling stock, ticket vending machine replacements and improvements to track and signal infrastructure. It should be noted that since SCRRA's budget process parallels SBCTA's, the SCRRA capital subsidy identified initially in the SBCTA budget is an estimate. The SCRRA budget and corresponding SBCTA subsidies are presented by separate action to the SBCTA Board for approval in June. Typically this action includes a budget amendment. Costs associated with the annual capital and rehabilitation to SCRRA are captured under Sub-Task 0379. As this is not a specific capital project, but an on-going subsidy, Sub-Task 0379 does not have a narrative. Federal funds allocated to SCRRA as part of their capital subsidy are administered by SCRRA and do not flow through the SBCTA budget.

The majority of funding for capital projects is comprised of formula funds consisting of Valley Measure I Metrolink/Rail Program funds, Valley Measure I Express Bus & Bus Rapid Transit Program funds, FTA funds, and Transportation Development Act (TDA) funds. In addition, SBCTA aggressively pursues grant funding to augment the available formula funds.

Transit

Task 0315 Transit Capital

Budgetary change is due to the substantial completion of RPRP in Fiscal Year 2020/2021, completion of Rialto Metrolink Parking Lot Expansion, planned right of way acquisitions for the West Valley Connector Phase I and payment for the first notice to proceed for the ONT Loop.

Contract Information – Transit Program

Contracts for the specific sub-tasks are included in the sub-task narratives. Contracts and/or staff time that are utilized on all sub-tasks within the Program are identified here. Currently, there are no contracts assigned at the task level.

Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

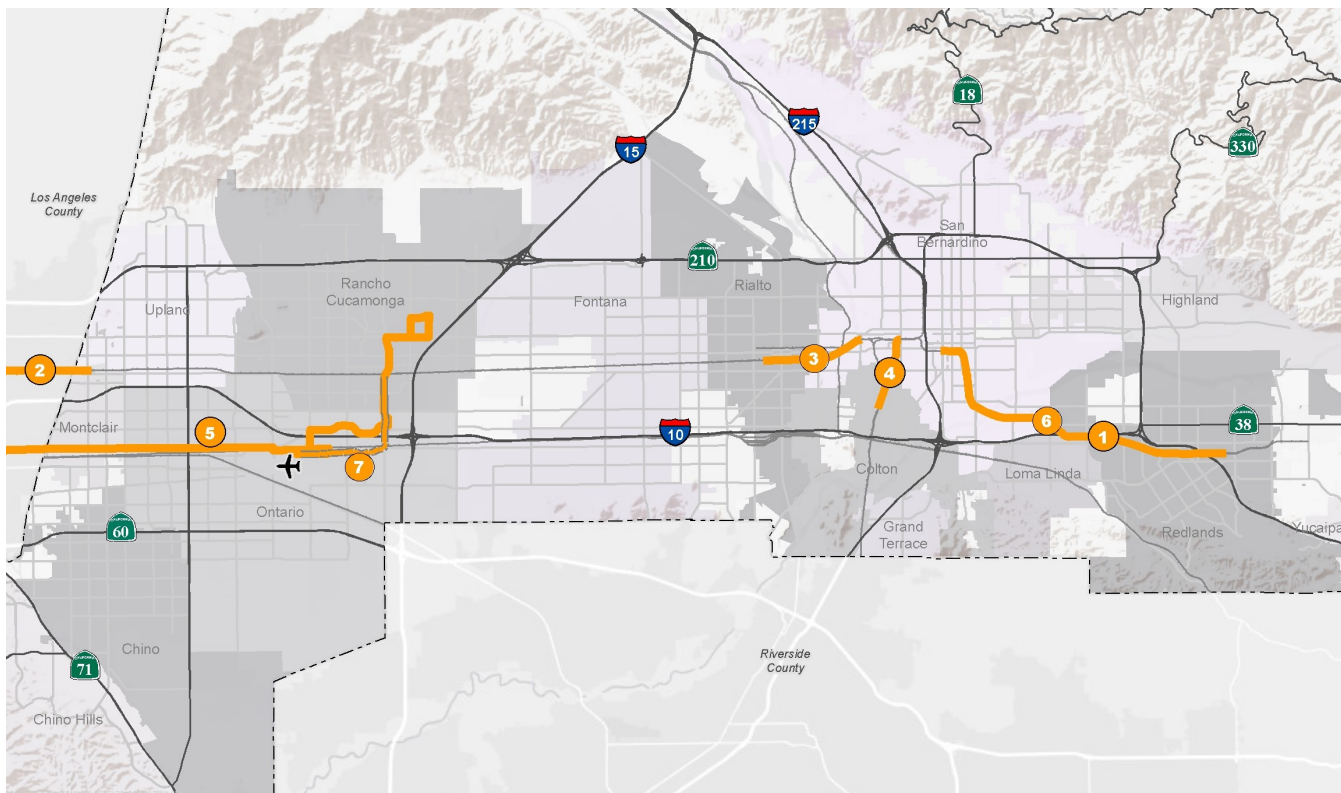
Transit

Task 0315 Transit Capital

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	246,283	200,664	168,722	170,314
Fringe Allocation-General	250,208	187,524	171,304	191,723
Professional Services	3,652,644	10,946,532	20,848,054	29,396,686
Consulting Services	2,825,383	5,247,779	4,103,454	5,668,522
Program Management Fees	2,558,513	2,703,063	3,693,523	2,790,000
Legal Fees	967,151	800,756	4,741,120	1,323,411
Claims	2,500,000	-	-	-
Rail Maintenance of Way	21,548	-	-	-
Construction Capital	3,948,924	110,482,113	88,738,500	23,578,537
Utilities Capital	3,600,584	4,802,940	-	24,500
Right of Way Capital	1,490,420	702,361	26,769,778	57,550,000
Dues/Memberships	-	-	-	3,000
Training/Registration	-	1,350	-	-
Postage	173	151	-	-
Travel Expense - Employee	5,131	3,326	2,500	-
Travel Expense-Mileage-Employee	860	13	1,000	-
Advertising	1,380	645	-	-
Public Information Activities	-	91,338	309,000	310,000
Contributions/Subsidies	413,806	485,411	6,207,181	496,000
Meeting Expense	905	992	2,500	-
Motor Vehicles	2,676,724	8,507,776	19,729,815	25,211,103
Total Expenditures	25,160,637	145,164,734	175,486,451	146,713,796
Funding Sources				
Local Transportation Fund - Planning				106,317
Local Transportation Fund - Rail				1,077,829
State Transit Assistance Fund - Rail				4,776,522
Rail Assets				798,158
Transportation Investment Generating Eco				41,350
Federal Transit Administration 5307				11,771,594
Federal Transit Administration 5307-CMAQ				14,309,757
Regional Improvement Program				274,274
Transit and Intercity Rail Capital Progr				9,317,892
Public Trans Modern,ImproveandSvc Enhanc				14,115,210
Local Partnership Program-Formula-SB 1				162,371
Solutions for Congested Corridors Progra				1,671,482
Local Partnership Program-Competitive-SB				280,562
MSI Valley Fund-Metrolink/Rail Service				22,928,003
MSI Valley Fund-Express Bus/Rapid Trans				40,868,315
Local Projects Fund				24,066,490
Redlands Passenger Rail Project Fund				147,670
Total Funding Sources				146,713,796

Attachment: Transit Meeting March 2021 (6928 : SBCTA Fiscal Year 2021/2022 Budget Task Review - Transit)

Transit Program



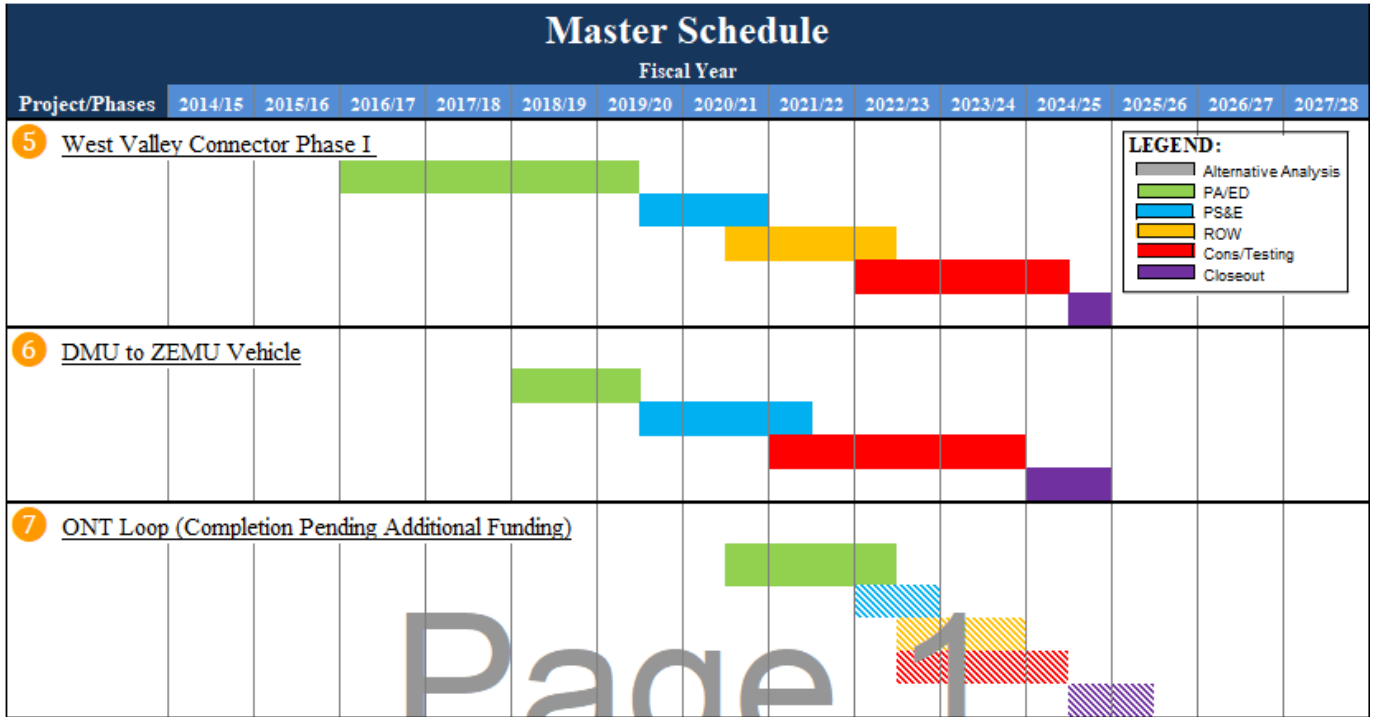
Master Schedule															
Fiscal Year															
Project/Phases	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	
1 Redlands Passenger Rail		PAVED	PS&E	PS&E	PS&E	CONS/TESTING	CONS/TESTING	CONS/TESTING						PAVED	PAVED
2 Gold Line to Montclair (Completion Pending Additional Funding)		PAVED	PAVED	PAVED	PAVED	PAVED									
3 CP Lilac to Rialto Station Double Track (On Hold - Pending Funding)			PAVED	PAVED	PAVED				PS&E	PS&E	PS&E				
4 Shortway Quiet Zone (On Hold)		PAVED	PAVED						PS&E	PS&E	PS&E				

LEGEND:

- Alternative Analysis
- PAVED
- PS&E
- ROW
- CONS/TESTING
- Closeout

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Transit Program



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Attachment: Transit Meeting March 2021 (6928 : SBCTA Fiscal Year 2021/2022 Budget Task Review - Transit)

1 Project Redlands Passenger Rail Project (0324)

Description

The Redlands Passenger Rail Project (RPRP) is a progressive regional transportation project implementing passenger rail service between the San Bernardino Transit Center (SBTC) and the University of Redlands resulting in approximately nine (9) miles of rail improvements. The project consists of three (3) major components: construction of the mainline corridor, procurement of three (3) Diesel Multiple Unit (DMU) vehicles, and construction of a new maintenance facility. The project will use right of way acquired by SBCTA from the Burlington Northern Santa Fe Railway (BNSF) in 1992. Additionally, SBCTA is partnering with private and public agencies to fund specific project improvements and betterments. Agencies include the City of Redlands, the University of Redlands, Esri, and Property One, LLC. Once operational, there will be approximately twenty-five (25) Arrow service daily round trips with DMU vehicles operated by the Southern California Regional Rail Authority (SCRRA) who will also provide maintenance of way and rail dispatching services. SCRRA, also known as Metrolink, will also operate one (1) locomotive hauled coach weekday round trip for peak commuters. Current Phase: Vehicle testing and commissioning, Mainline Construction, and Maintenance Facility Construction close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$359,742,085*	\$298,736,448	\$60,105,640	\$900,000

*Includes an estimated \$3.6 million of betterments to be funded by other entities.

Contract Information

- a. Existing Contracts
 - i. 00-1000940, CTO #59, Maintenance Facility Design, Amount Budgeted \$25,000.
 - ii. 00-1000939, CTO #63, Vehicle Interface, Amount Budgeted \$68,340.
 - iii. 00-1000939, CTO #65, Arrow Service Timetable, Amount Budgeted \$50,000.
 - iv. 00-1000939, CTO #67, SMARTS Monitoring, Amount Budgeted \$100,159.
 - v. 15-1001093, Final Mainline Design Services, Amount Budgeted \$2,367,023.
 - vi. 15-1001051, Third Party Administrator and Crisis Incident Management Service, Amount Budgeted \$29,799.
 - vii. 15-1001146, Program Management Services, Amount Budgeted \$2,790,000.
 - viii. 16-1001329, Right of Way Legal Services, Amount Budgeted \$560,000.
 - ix. 16-1001363, Litigation Services, Amount Budgeted \$65,253.
 - x. 16-1001440, Mainline Construction Management Services, Amount Budgeted \$3,442,402.
 - xi. 16-1001531, Diesel Multiple Unit Rail Vehicles, Amount Budgeted \$17,211,103.
 - xii. 17-1001587, SCRRA Coordination & Design Services, Amount Budgeted \$7,615,384.
 - xiii. 17-1001604, Right of Way acquisitions, Amount Budgeted \$50,000.
 - xiv. 17-1001705, Mainline Construction, Amount Budgeted \$22,128,537.
 - xv. 17-1001741, CTO #6, Labor Compliance, Amount Budgeted \$5,290.
 - xvi. 18-1001834, Maintenance Facility Construction Management, Amount Budgeted \$120,000.
 - xvii. 19-1002000, Public Outreach, Amount Budgeted \$90,000.
 - xviii. 19-1002001, Graphic Design, Amount Budgeted \$10,000.
 - xix. 19-1002070, Maintenance Facility Construction, Amount Budgeted \$1,500,000.

Local Funding Source Detail

- i. City of Redlands - \$83,247.
- ii. ESRI - \$40,423.
- iii. University of Redlands - \$24,000.

2 Project Gold Line Extension to Montclair (0326)

Description

The Foothill Gold Line - Phase 2B, from the City of Azusa to the City of Montclair, will extend the Metro Gold Line 12.3 miles and add six (6) stations, including a final stop at the Montclair Transcenter. Approximately 3,600 feet of the 12.3 mile project falls within San Bernardino County. The portion within San Bernardino County is identified as one of the projects in the San Bernardino County Measure I 2010-2040 Expenditure Plan. As project implementation responsibilities reside with the Metro Gold Line Foothill Extension Construction Authority (Construction Authority), SBCTA's role is to provide coordination, oversight and funding for the portion in San Bernardino County. SBCTA relies heavily on the use of Federal funds to deliver large rail projects. The Construction Authority's current plan is to deliver Phase 2B without Federal funds. In December 2018, Los Angeles County Metropolitan Transportation Authority (LACMTA) led an effort to submit a Transit and Intercity Rail Capital Program (TIRCP) grant for the remaining funding needed in Los Angeles County, \$249 million, as well as the remaining funding needed in San Bernardino County, which was \$41 million. The TIRCP grant application was successful with the award of \$290 million and the Construction Authority initiated the design-build procurement process. After receipt of the initial design-build cost proposals, the need for an additional \$550 million of funding was identified. The Construction Authority is moving forward with phasing the project based on funding availability. The initial phase to City of Pomona is expected to be completed by 2024 with the remaining phases targeted to be completed by 2028; two (2) years later than originally planned. LACMTA has not identified funding to proceed with work beyond the City of Pomona. The estimated cost for work in San Bernardino County increased \$20 million. With the start of the design-build activities, SBCTA transmitted a draft right of way and design-build cooperative agreement to the Construction Authority for the remaining work in San Bernardino County. The Construction Authority notified SBCTA that they do not wish to proceed with execution of the subsequent agreement until Fiscal Year 2022/2023. Current Phase: Design-Build Procurement.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$95,200,000	\$1,923,955	\$26,000	\$93,250,045

Contract Information

- a. Existing Contracts
 - i. 00-1000939 CTO #48, General Coordination – Consultant Review, Amount Budgeted \$23,000.

3 Project Control Point Lilac to Rialto Station Double Track (0328)

Description

This project includes construction of a double track section from Control Point (CP) Lilac through the Rialto Station to Riverside Avenue along the Metrolink San Bernardino Line. It is part of a larger three (3) mile double track project between CP Lilac and CP Rancho, spanning the cities of Rialto and San Bernardino which includes eight (8) at-grade crossings considered for quiet zone improvements, improvements to the railroad signaling and communications systems to accommodate Positive Train Control (PTC), the addition of a second platform at the Rialto Metrolink Station, and a pedestrian underpass. Cost shown below are for the shorter project.

Preliminary Engineering and Environmental Clearance phase is the only phase funded at a cost of \$2,267,868 and was completed in Fiscal Year 2018/2019. The project is included in a subsequent phase of the Metrolink Southern California Optimized Rail Expansion (SCORE) Program. The priority portion of double tracking from (CP) Lilac through the Rialto Station, including and a pedestrian underpass and second platform, were included in Metrolink's Phase 2 SCORE TIRCP grant request to the State in January 2020 and Metrolink continues to seek grant funding. The wireless nearside signal technology analysis is being done to increase the projects competitiveness for grants. Current Phase: Final Design (On-hold pending funding).

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$45,000,000	\$2,229,187	\$100,000	\$42,670,813

*Total cost of the longer double track section is \$73 million.

- a. New Contracts
 - i. Work Order, Metrolink Work Order for Wireless Nearside Signal Technology Analysis at Rialto Station, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.

4 Project

Shortway Quiet Zone (0327)

Description

The Shortway Railroad Subdivision is a 2.1 mile section of railroad serving Metrolink's San Bernardino and Inland Empire Orange County (IEOC) Lines that SBCTA purchased in 2015 as part of the Downtown San Bernardino Passenger Rail Project (DSBPRP). The Shortway Subdivision is also the only rail access between the San Bernardino Line and Metrolink's Eastern Maintenance Facility (EMF), where overnight storage and servicing of approximately twelve (12) trains occurs daily. A Quiet Zone Feasibility Study was completed, detailing strategies and the capital improvements needed to implement a Quiet Zone along the Shortway. The project has been postponed until the Southern California Regional Rail Authority (SCRRA) secures funding for track rehabilitation work that should be done concurrently with this project. Current Phase: Design and Right of Way. (On-hold)

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$6,200,000	\$3,765,103	\$0	\$2,434,897

5 Project West Valley Connector Phase 1 (0334)

Description

The West Valley Connector (WVC) Project is a phased 33.5-mile-long bus rapid transit (BRT) project that proposes limited stops, providing speed and quality improvements to the public transit system within the corridor. The cost and information below is only for Phase I. Phase I of the proposed WVC will upgrade a portion of the existing Route 61 which runs along Holt Boulevard serving the Ontario International Airport, and providing connections at the Ontario Mills, Downtown Pomona Metrolink Station on the Riverside Line, Rancho Cucamonga Metrolink Station on the San Bernardino Line, and Victoria Gardens. Among the numerous benefits, BRT provides premium transit with more frequent service, transit signal priority (TSP), dedicated lanes, enhanced stations, and integration with other bus routes. The Project seeks to improve mobility in the San Bernardino Valley with an enhanced, state-of-the-art BRT system to address the growing traffic congestion and the one (1) million people that will be added to the area by 2030. The Phase I costs below include design, right of way (ROW) and utilities, construction of the mainline corridor, improvements at Omnitrans' west maintenance facility needed to support and charge WVC buses, procurement of eighteen (18) battery electric buses, and project management support. Current Phase: Final Design and ROW Engineering & Acquisition.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$271,331,037	\$9,953,328	\$66,150,000	\$195,227,709

Contract Information

- a. Existing Contracts
 - i. 00-1000940 CTO #71, Project Management Consulting Services, Amount Budgeted \$1,950,000.
 - ii. 18-1001788, Omnitrans Cooperative Agreement, Amount Budgeted \$380,000.
 - iii. 18-1001870, Environmental and Design Services, Amount Budgeted \$4,940,000.
 - iv. 18-1001924, On-Call Right-of-Way Services, Amount Budgeted \$1,375,000.
 - v. 18-1001925, On-Call Right-of-Way Legal Services, Amount Budgeted \$1,500,000.
 - vi. 19-1002000, Public Outreach and Event Management Services, Amount Budgeted \$150,000.
 - vii. 19-1002001, Graphic Design Support, Amount Budgeted \$10,000.
 - viii. 19-1002002, On-Call Right-of-Way Legal Services, Amount Budgeted \$1,500,000.
 - ix. 19-1002007, On-Call Right-of-Way Services, Amount Budgeted \$1,375,000.
 - x. 19-1002008, On-Call Right-of-Way Services, Amount Budgeted \$1,375,000.
 - xi. 19-1002009, On-Call Right-of-Way Services, Amount Budgeted \$1,375,000.
 - xii. 20-1002339, DBE Consulting Services, Amount Budgeted \$10,000.
 - xiii. 21-1002526 Administrative Contract, Right of Way Capital Acquisition, Amount Budgeted \$47,600,000.
- b. New Contracts
 - i. RFP/CTO, Right of Way Support-Demolition Services, Amount Budgeted \$1,400,000, Total Estimated Contract Amount \$1,400,000.
 - ii. RFP, Construction Support Services, Amount Budgeted \$1,200,000, Total Estimated Contract Amount \$6,000,000.

Local Funding Source Detail

- i. Omnitrans - \$24,066,490

6

Project**DMU to ZEMU - Diesel Multiple Unit to Zero Emission Multiple Unit Vehicle Conversion (0336)****Description**

The Zero Emission Multiple Unit Vehicle (ZEMU) project includes design and procurement of the first self-contained zero-emission passenger rail vehicle in North America. The design and operating parameters are based on the Diesel Multiple Unit (DMU) vehicles being procured for the future Arrow Service. The chosen alternative propulsion system is hybrid battery-hydrogen fuel cell. The project also includes conversion of the DMU vehicles to a ZEMU purchased for the Arrow Service once the technology is proven in the pilot vehicle. SBCTA was awarded a \$30 million Transit and Intercity Rail Capital Program (TIRCP) grant to lead the effort. The current estimate for the base project is \$36,000,000 which includes the vehicle, modifications to the Arrow Maintenance Facility, and hydrogen fueling infrastructure. The TIRCP grant provides \$30 million in funding and additional grant funds are being sought for the remaining \$6 million. It is anticipated that an additional \$7.5 million is needed to convert the Arrow Service DMUs. Current Phase: Vehicle Design.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$43,500,000	\$12,419,841	\$9,085,000	\$21,995,159

Contract Information

- a. Existing Contracts
 - i. 00-1000939 CTO #64, Planning Professional Services, Amount Budgeted \$1,035,000.
 - ii. 19-1002000 CTO #09, Public Outreach and Event Management Services, Amount Budgeted \$50,000.
 - iii. 20-1002310, Procurement of Zero-Emission Multiple Unit Rail Vehicle, Amount Budgeted \$7,000,000.
- b. New Contracts
 - i. RFP, Hydrogen Fueling Infrastructure, Amount Budgeted \$500,000, Total Estimated Contract Amount \$1,000,000..
 - ii. RFP/IFB, Retrofit of Arrow Maintenance Facility, Amount Budgeted \$500,000, Estimated Contract Amount \$1,500,000.

7 Project **ONT Loop (0337)**

Description

Innovative subterranean direct connection between the Rancho Cucamonga Metrolink Station and Ontario International Airport (ONT) utilizing rubber tire vehicles with the ability to implement autonomous vehicle technology. Project is being delivered via design, build, operate, and maintenance (DBOM) contract. The connection is approximately four (4) miles long. It includes a surface station at the Rancho Cucamonga Metrolink Station to be coordinated with proposed Brightline West improvements and West Valley Connector improvements and two (2) surface stations at ONT, or one (1) underground station at ONT. The cost below does not include an underground station. Current Phase: Planning.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$83,000,000	\$5,352,421	\$10,498,158	\$67,149,421

Contract Information

- a. Existing Contracts
 - i. 20-1002001, Public Outreach, Amount Budgeted \$100,000.
 - ii. 21-1002451, Legal Services, Amount Budgeted \$698,158
 - iii. 21-1002452, Program Management/Construction Management, Amount Budgeted \$5,200,000.
- b. New Contracts
 - i. RFP, Infrastructure Developer/Design, Build, Operate & Maintain Contract, Amount Budgeted \$4,500,000, Total Estimated Contract Amount \$45,000,000.

Transit

Task 0383 Vanpool Program

Purpose

Operate and maintain a countywide Vanpool Subsidy Program to provide an alternative mode of transportation for commuters in San Bernardino County that reduces roadway congestion and air pollution in our region.

Accomplishments

In 2015, based on the success of other regional vanpool programs in the area, SBCTA studied opportunities to initiate a countywide Vanpool Program that would serve all our communities and provide an opportunity to work with our neighboring counties to reduce roadway congestion. The SBCTA Board of Directors approved implementing the program using Congestion Mitigation and Air Quality (CMAQ) funds. The CMAQ funds flow through the Federal Transit Administration (FTA) and Omnitrans to SBCTA as a sub-recipient. As part of the program, SBCTA reports vanpool utilization data to the National Transit Database (NTD). This in turn generates additional FTA 5307 funds for San Bernardino County.

SBCTA's Vanpool Program, branded as SB Loop, launched on September 1, 2018. As of the end of Fiscal Year 2019/2020, there were forty-eight (48) vanpools approved to participate in the program, while the program peaked at fifty-five (55) vanpools during the year. The decrease in vanpools is due to the pandemic, but the program continues to add new vanpools and provide service to essential worksites. SB Loop provides up to a \$400 subsidy per month towards the cost of a vanpool lease for vanpools travelling into SBCTA's service area. This includes the Valley, Mountains, Morongo Basin and Colorado River sub-areas of the county. The Victor Valley Transit Authority operates a separate vanpool program in their service area. Vanpools qualify for the SB Loop subsidy by having 70 percent occupancy in a minimum seven (7) passenger vehicle at start-up, maintaining 50 percent occupancy month to month, as well as commuting a minimum twelve (12) days per month with thirty (30) miles roundtrip daily. These qualifications have been temporarily suspended due to the pandemic to allow for social distancing and to accommodate flex schedules.

SBCTA works with various consultants to provide program staffing, marketing services, online software and the database that supports the program. SB Loop and the proprietary software customized for the program, provides a sense of ease to participants looking to join or start a stress-free commute. The vanpool vehicles are provided through vendors via leases directly with vanpool participants. Current SBCTA vanpool providers include Airport Van Rental and Enterprise. Staff continues to offer use of non-federal funds for zero emission vehicles as they become available from vanpool providers, in addition to a higher subsidy of up to \$500 per month.

Work Elements

1. Implement marketing and media campaigns to increase vanpool participation to reduce single occupancy vehicle trips.
2. Work with employers and coordinate with SBCTA's IE Commuter rideshare program to identify potential vanpool formation and participation.
3. Maintain an accurate database through the online software system for reporting vanpool program data into the NTD and for the FTA's review and evaluation.
4. Continue to work with consultants for administration of the Vanpool Subsidy Program.
5. Work with Omnitrans through a Memorandum of Understanding for the pass-through of FTA funds derived from the vanpool program (Section 5307).
6. Coordinate with neighboring vanpool programs on regional vanpool ridematching solutions and marketing campaigns to increase the reduction of single occupancy vehicles.

Budgetary changes are due to fewer vanpools expected to operate due to COVID-19.

Transit

Task 0383 Vanpool Program

Product

Offer a vanpool subsidy program to encourage reducing the number of single occupancy trips to reduce traffic congestion, improve air quality and generate 5307 revenue by:

1. Increasing the number of vanpools participating in the SB Loop program.
2. Implement marketing and media campaigns to increase participation in the Vanpool Program.
3. Submitting monthly and annual NTD reports to the FTA.

Contract Information

- a. Existing Contracts
 - i. 00-1000940, CTO #69, Consulting Services and Program Administration, Amount Budgeted \$300,000.
 - ii. 15-1001289, FTA Sub-recipient Agreement, Amount Budgeted \$50,000.
 - iii. 17-1001683, Online System Developer, Amount Budgeted \$50,000.
 - iv. 17-1001616, Vanpool Leasing Vendor, Amount Budgeted \$500,000.
 - v. 17-1001740, Marketing Services, Amount Budgeted \$82,500.
 - vi. 18-1001888, California Vanpool Authority, Amount Budgeted \$50,000.
 - vii. 19-1001998, Transportation and Specialized Transit Services, \$25,000.
- b. New Contracts
 - i. RFP, Vanpool Leasing Vendors, Amount Budgeted \$150,000, Total Estimated Contract(s) Amount \$300,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0383 Vanpool Program

	2020/2021			
	2018/2019 Actual	2019/2020 Actual	Revised Budget	2021/2022 Budget
Expenditures				
Regular Full-Time Employees	32,783	14,366	50,998	35,117
Regular Part-Time Employees	468	338	-	-
Fringe Allocation-General	33,306	13,426	51,778	39,531
Professional Services	316,274	320,141	972,550	900,000
Consulting Services	181,687	111,843	300,000	225,000
Training/Registration	363	288	2,100	2,000
Postage	19	23	200	200
Travel Expense - Employee	2,687	211	4,450	4,250
Travel Expense-Mileage-Employee	179	43	3,300	600
Travel Expense-Other-MetroLink Tickets	-	120	600	500
Advertising		-	-	75
Printing - External	270	-	55,000	-
Printing - Internal	-	-	300	200
Communications	616	-	-	-
Office Expense	33	-	600	200
Meeting Expense	152	31	11,000	4,000
Office Equip/Software-Inventorial	3,825	-	-	-
Total Expenditures	<u>572,662</u>	<u>460,830</u>	<u>1,452,876</u>	<u>1,211,673</u>
Funding Sources				
Federal Transit Administration 5307-CMAQ				1,060,000
MSI Valley Fund-Traffic Mgmt Sys				<u>151,673</u>
Total Funding Sources				<u>1,211,673</u>

Minute Action

AGENDA ITEM: 4

Date: *March 11, 2021*

Subject:

Contract No. 21-1002546 Federal Transit Administration Sub-recipient Agreement with Omnitrans for the Ontario Airport Loop Project and Operations Oversight

Recommendation:

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

- A. Approve Contract No. 21-1002546 with Omnitrans, memorializing the recipient/sub-recipient roles and responsibilities for federal fund sources administered by the Federal Transit Administration for the implementation of the Ontario International Airport (ONT) Loop Project.
- B. Authorize the Executive Director, or his designee, to approve amendments to Contract No. 21-1002546 that are consistent with future funding allocations approved by the SBCTA Board of Directors.
- C. Authorize staff to begin discussion with Omnitrans related to Omnitrans becoming the designated Operations Oversight Agency for the future ONT Loop service.

Background:

The San Bernardino County Transportation Authority (SBCTA) intends to construct the Ontario International Airport (ONT) Loop Project (Project), a sub-surface tunnel to serve as a direct connection to the ONT from the Rancho Cucamonga Metrolink station along the San Bernardino Line, utilizing zero-emission vehicles, with the technological potential to be autonomous. As previously presented, the Project will be implemented using multiple phases managed via an estimated five (5) separate Notices to Proceed (NTP). The Board has allocated Congestion Mitigation and Air Quality (CMAQ) funds administered by the Federal Transit Administration (FTA), in addition to local Rail Asset Funds, to progress through the preliminary engineering and environmental approval, which includes the cost of continued legal services and the associated Project Management/Construction Management (PCM) services needed to support implementation.

SBCTA has the authority as the designated recipient to allocate FTA funds. However, it does not have the ability to receive funds directly from the FTA. Omnitrans is the direct FTA grantee for the San Bernardino Valley. As a result, SBCTA and Omnitrans have developed a direct recipient/sub-recipient working relationship to deliver projects which utilize FTA funds. Omnitrans and SBCTA executed Memorandum of Understanding (MOU) No. 15-1001289 in October 2015, setting forth the roles and responsibilities of the recipient/sub-recipient relationship. The MOU stipulates that project-specific sub-recipient agreements shall be executed, consistent with the parameters of the MOU and the specifics of the individual project. Contract No. 21-1002546 is a funding agreement which spells out the specific recipient/sub-recipient requirements for the Project.

The Project is currently estimated to cost approximately \$85 million, and the SBCTA Board has allocated approximately \$19.1 million towards it. SBCTA staff will pursue grant funds to fill the Project funding gap as the Project progresses. Contract No. 21-1002546, which includes
Entity: San Bernardino County Transportation Authority

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\$10,982,621 of the \$19.1 million allocated to the effort, commits SBCTA, as a sub-recipient to Omnitrans, to comply with all FTA regulations and requirements during the implementation of the Project that Omnitrans has to commit to in order to receive any FTA funds. It is anticipated that Contract No. 21-1002546 might need to be amended in accordance with Board-approved federal allocations as the funding plan for the Project matures. Approval of Recommendation B provides authority to the Executive Director, or his designee, to approve amendments associated with funding actions approved by the SBCTA Board of Directors.

Additionally, SBCTA staff has engaged Omnitrans in a preliminary discussion about serving as the Operations Oversight Agency for the ONT Loop operations and maintenance. Since the Project is being procured as a design-build, and (limited term) operate and maintain contract, the operations oversight associated with initial service would be for the first five years of operations, as well as any subsequent operations and maintenance contracts. This is in line with the split of responsibilities within the San Bernardino Valley, where SBCTA is responsible for large-scale capital project delivery and Omnitrans is the primary rubber-tired/FTA regulated public transit operator.

SBCTA staff seeks Board approval to enter formal discussion with Omnitrans to define project specific roles and responsibilities that Omnitrans would be assuming if SBCTA and Omnitrans mutually agree that Omnitrans serve as the Operations Oversight Agency. Key deal points to be discussed may include, but are not limited to:

- Delineation of responsibility for Operating and Maintaining the vehicles and direct service equipment, technology associated with operating the service, maintenance of the tunnel and associated tunnel infrastructure, maintenance of the stations, equipment ownership/leasing responsibilities.
- Delineation of responsibility for operating policies, service delivery requirements, fare policy, and related reporting & metrics.
- Delineation of responsibilities for service-related and capital asset-related insurance policies.
- Funding, costs, administrative overhead, staffing levels and requirements.
- Pre-revenue service responsibilities and requirements, testing, certification, and acceptance responsibilities.
- Marketing, Customer Information, Reservation/Booking Technology responsibilities.
- Safety & Security responsibilities.

While the discussion is similar to the initial intent for Omnitrans to serve as the Operations Oversight Agency for the Arrow service, there are significant differences between Arrow and the ONT Loop that make Omnitrans the most appropriate long-term operator of the ONT Loop service. The two key factors are:

- The ONT Loop will be operated by rubber tire vehicles, which is Omnitrans' core service delivery model; and,
- As a rubber tire public transit service, the Project is most likely to be regulated by the FTA, which is Omnitrans' core federal regulatory partner.

As such, the ONT Loop operations is more consistent with Omnitrans' core service profile than was the Arrow. Subsequent to the discussions, a formal agreement will be developed to be presented to both agencies' Boards of Directors for consideration.

San Bernardino County Transportation Authority

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Omnitrans staff is presenting a companion agenda item, discussing both Contract No. 21-1002546 and the Operations Oversight Agency role, to their March 11, 2021 Administrative and Finance Committee and, based on their direction, to the Omnitrans Board of Directors on April 7, 2021.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Contract Summary Sheet

General Contract Information

Contract No: 21-1002546 Amendment No.: N/A
 Contract Class: Receivable Department: Transit
 Customer ID: 01568 Customer Name: Omnitrans
 Description: FTA Subrecipient Agreement with Omnitrans for the Tunnel to ONT project
 List Any Accounts Payable Related Contract Nos.: MOU 15-1001289

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

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar MOU/COOP/JPA

Accounts Receivable													
Total Contract Funding:		\$ -		Funding Agreement No:		21-1002546							
Beginning POP Date:		<u>4/7/2021</u>		Ending POP Date:		<u>09/31/2026</u>		Final Billing Date: <u>09/31/2026</u>					
Expiration Date:		<u>12/31/2039</u>											
	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-							-
GL:						-							-
GL:						-							-
GL:						-							-
GL:						-							-

Nancy Strickert
Project Manager (Print Name)

Carrie Schindler
Task Manager (Print Name)

Additional Notes: MOU only. Funds will be tracked in administrative contracts when they are available for reimbursement.

Attachment: CSS - Revised - 08-31-2020 1.21pm - Blank [Revision 1] (7348 : Contract No. 21-1002546 FTA Sub-recipient Agreement for ONT

SUB-RECIPIENT AGREEMENT NO. 21-1002546

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY **

AND

OMNITRANS

FOR

ONTARIO INTERNATIONAL AIRPORT (ONT) LOOP

This **AGREEMENT**, entered into as of ____ day of _____, 20____, is by and between the San Bernardino County Transportation Authority (SBCTA) (“**Sub-Recipient**”), established by the San Bernardino County Transportation Authority Act of 2017, Ch. 7 (commencing with § 130800) of Div. 12 of the Public Utilities Code, and Omnitrans, a Joint Powers Authority established pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, collectively referred to herein as the “Parties” with reference to the following facts:

RECITALS

WHEREAS, the Parties are also the parties to Memorandum of Understanding (“**MOU**”) 15-1001289 setting forth the Parties' roles and responsibilities regarding Omnitrans' receipt of Federal Transit Administration (FTA) funding grants for capital projects where SBCTA is a sub-recipient of the funding grants; and

WHEREAS, MOU 15-1001289 requires that project-specific sub-recipient agreements approved by the Parties will be consistent with the parameters of the MOU; and

WHEREAS, Sub-Recipient intends to construct the Ontario International Airport (ONT) Loop Project (“**PROJECT**”), a tunnel connection for zero-emission vehicles, initially utilizing drivers with the ability to transition to autonomous vehicles, linking the Rancho Cucamonga Metrolink Station and Ontario International Airport and built in a way that allows for capacity and geographic expansion; and

WHEREAS, Omnitrans is the direct recipient, or grantee, of funds from the FTA, and Sub-Recipient, as a subgrantee/ subrecipient of those funds, will use the funds for the planning, design, and/ or construction of the Project; and

WHEREAS, this **AGREEMENT** describes the respective responsibilities of Sub-recipient and Omnitrans for funding capital expenses for the Project in connection with Omnitrans Fiscal Year 2020/2021 CMAQ Grant Agreement, which will be attached hereto as **EXHIBIT A** (the “**CMAQ**”

Contract No. 21-1002546

Grant Agreement for the SBCTA ONT Loop Project”) once it is complete and becomes available for inclusion; and

WHEREAS, the amount for the Sub-recipient to withdraw upon the date of the grant execution in the FTA TrAM system is:

CMAQ funds for San Bernardino County Transit Authority Ontario International Airport (ONT) Loop Project	\$ 10,982,621
Total	\$ 10,982,621

WHEREAS, Sub-recipient desires to use such grant funds for preliminary engineering and environmental work and to provide Project Management/Construction Management (PCM) services to oversee the delivery of a tunnel connection from the Rancho Cucamonga Metrolink Station to the Ontario International Airport (ONT) using emerging technology; and

WHEREAS, as a Sub-recipient receiving CMAQ funds, Sub-recipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws, guidance and regulations, including FTA Circular 9070.1G and FTA Circular 5010.1E, pertaining to the management of federally funded assets (“**Applicable Law**”); and

WHEREAS, the Parties anticipate amendments to this **AGREEMENT** will be required as additional FTA funding is approved for the **PROJECT**.

NOW, THEREFORE, Sub-Recipient and Omnitrans do hereby mutually agree as follows:

1. GENERAL INFORMATION

1.1 The Parties agree that the above referenced Recitals are true and correct in all respects and are incorporated herein by this reference.

1.2 To the extent feasible, and except as specifically modified herein, the obligations of the Parties contained in MOU 15-1001289 (“**EXHIBIT C**”) shall remain in full force and effect and shall be executed in accordance with MOU 15-1001289 and this agreement.

2. TERM

2.1 This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than September 31, 2026, except that the indemnification provision of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.

3. SUB-RECIPIENT COVENANTS AND RESPONSIBILITIES

3.1 Sub-Recipient shall continue to perform its Covenants and Responsibilities set forth in Article II of MOU 15-1001289 and all other obligations and covenants it has to Omnitrans under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.

3.2 Sub-Recipient shall provide to Omnitrans all information reasonably needed for any FTA funding grant applications Omnitrans may submit to FTA or required for the subsequent administration of awarded grants for the benefit of the Project.

3.3 Work that will be reimbursed (“**Disbursement Request**”) under the terms of this Agreement may not be invoiced by Sub-Recipient to Omnitrans until the grant application is approved and funding is made available to Omnitrans by the FTA. Funding provided under this Agreement shall be utilized by Sub-Recipient solely for the Project, and for no other purpose.

3.4 Certify to Omnitrans for each Disbursement Request that, to the best of Sub-Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Sub-Recipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any CMAQ funds were not spent in accordance with applicable federal rules and regulations, Sub-Recipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.

3.5 Sub-Recipient shall be responsible for all design and construction phase activities of the Project. Only PCM costs related to tunnel activities that are eligible for FTA reimbursement shall be invoiced under this Agreement, and Sub-Recipient shall comply with all FTA grant funding requirements, including, but not limited to, complying with all FTA requirements and other requirements for bidding and contract administration. In addition, Sub-Recipient shall ensure that the tunnel activities are conducted in accordance with all applicable state, federal and local laws, rules and regulations, with all due diligence and in a skillful and competent manner. Sub-Recipient will ensure all Project delivery is performed in compliance with FTA's Third-Party Contracting Guidance, Circular 4220. 1F, and all other applicable requirements as described in this Agreement. Sub-Recipient and/or its contractors shall obtain all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the Project. Sub-Recipient and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

3.6 Sub-Recipient shall notify Omnitrans of any changes in the scope or description of the Project and shall consult with Omnitrans on any material changes that impact the associated costs to construct the Project that would affect the administration of any FTA funding grant.

3.7 Sub-Recipient shall comply with all requirements of the FTA Master Agreement FY 2020/2021, DBE Implementation Agreement for Subrecipients, and with any additional requirements applicable to the grant for the Project. All FTA requirements and guidelines as summarized in the FTA Master Agreement are incorporated herein by reference. Such compliance shall include, but is not limited to, submitting to Omnitrans on a quarterly basis all reports that document the progress of the Project implementation, including task completion status, budget status, and adherence to project schedule. Sub-Recipient shall be responsible for complying with all applicable FTA legal requirements and standard clauses in its contracts to be funded under this Agreement and will ensure that such requirements and standard clauses flow down to the lowest tier required under the FTA requirements.

3.8 All Sub-Recipient contracts funded under this Agreement shall include a clause allowing Sub-Recipient to terminate such contract for convenience, including for failure to receive sufficient federal funds to complete the work under such contract.

3.9 Sub-Recipient shall require all PCM contractors or consultants to provide sufficient insurance for the work contemplated under the contract, and shall require that its contractor include Omnitrans as an additional insured and an indemnified party under such contract, with protection provided to Omnitrans to the same extent provided to Sub-Recipient.

3.10 Sub-Recipient and its contractor(s) will provide Omnitrans the required signed Self Certification Form (“**Exhibit B**”), by July 31 of each year, in accordance with FTA audit requirements.

3.11 Sub-Recipient will provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.

3.12 Sub-Recipient shall timely provide all information needed for quarterly reporting and milestone updates to Omnitrans so Omnitrans can prepare and submit to the FTA all reports and updates; in no event shall such information be provided later than fifteen (15) days prior to the required date of submission to the FTA.

3.13 Sub-Recipient shall maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the Project, cost proposals with backup data, and all other material relating to the Project. Sub-Recipient shall, upon request, make all such materials available to Omnitrans, any representative of FTA or the federal government or their designees at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of Sub-Recipient’s final payment for project expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

3.14 All Sub-Recipient actions contemplated by this Agreement shall be undertaken in compliance with the terms of the grants which are being sought or entered into and with all applicable law.

Contract No. 21-1002546

3.15 In the event Sub-Recipient fails to comply with any federal contracting and procurement requirements, Sub-Recipient shall be solely responsible for any penalties, reimbursement of funds, costs of investigation, and remedy of such failure.

3.16 If it is determined pursuant to an FTA audit that Sub-Recipient has improperly expended any funds provided by Omnitrans pursuant to this Agreement, Sub-Recipient shall, at the direction of Omnitrans, reimburse the full amount of such improperly expended funds to FTA or Omnitrans within thirty (30) days of Omnitrans' written notice.

3.17 Certify to Omnitrans for each Disbursement Request that, to the best of Sub-Recipient's knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Sub-Recipient will use the disbursement as indicated in the Disbursement Request. If the FTA or any Project audit determines that any CMAQ funds were not spent in accordance with applicable federal rules and regulations, Sub-Recipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.

3.18 Sub-Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Sub-Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

4. OMNITRANS COVENANTS AND RESPONSIBILITIES

4.1 Omnitrans shall continue to perform its Responsibilities and Covenants set forth in Article III of MOU 15-1001289 and all other obligations and covenants it has to Sub-Recipient under MOU 15-1001289, in addition to the obligations and covenants outlined in this Agreement.

4.2 As the FTA grantee, Omnitrans will submit FTA grant applications, mutually agreed upon with Sub-Recipient, for the tunnel implementation needs. Omnitrans will pass through to SBCTA any FTA grant funds awarded for the Project.

4.3 Omnitrans will sign all documents related to any grant application and award, upon receipt of assurances from Sub-Recipient as Omnitrans may reasonably require.

4.4 Omnitrans will disburse to Sub-Recipient FTA grant funds for the Project, provided the grant funds are available to Omnitrans, pursuant to the following procedure:

- a. Sub-Recipient shall submit a Disbursement Request to Omnitrans, which shall consist of a written invoice specifying the amount requested to be disbursed, an explanation of the purpose of the disbursement, and such additional supporting documentation and background information as Omnitrans may reasonably require, including the following:
 - 1) The total amount incurred, the amount allocated to federal funds, and the amount allocated to local funds;

- 2) A detailed breakdown of work tasks completed; and
 - 3) A detailed breakdown of labor, material, direct, and indirect costs, including backup information such as time sheets, copies of checks, and copies of receipts, as necessary to satisfy FTA audit requirements.
- b. Each Disbursement Request shall be accompanied by a written certification by Sub-Recipient's Director of Transit and Rail that such Disbursement will not violate the terms of the grant or applicable law, and that Sub-Recipient will use the Disbursement for the purpose indicated in the Disbursement Request.
 - c. Within five (5) business days of the receipt of a Disbursement Request and accompanying certification, Omnitrans shall notify Sub-Recipient as to any additional supporting documentation and background information required.
 - d. If the Disbursement Request is submitted before the 15th day of each month, Omnitrans shall, not later than the fifth business day of the following month: (i) disburse (including through electronic transfer of funds, if Sub-Recipient so requests and provides the necessary information prior to the date of payment) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of the grant or applicable law; and (ii) if applicable, notify Sub-Recipient why it reasonably believes it is unable to disburse all of the requested funds without violating the terms of the grant or applicable law.
 - e. In the event Omnitrans has a good faith and reasonable belief that disbursement of funds would constitute a violation of the terms of the grant or applicable law, it may withhold disbursement until it is reasonably determined that disbursement would not violate the terms of the grant or applicable law. Upon receipt of a determination by the FTA or other applicable agency, or of a legal opinion from an attorney acceptable to both Parties, advising that disbursement will not violate the terms of the grant or applicable law, Omnitrans will release the requested funds within five (5) business days.
 - f. To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Sub-Recipient certification, Omnitrans may solicit, at Sub-Recipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Sub-Recipient at the sole discretion of Omnitrans.
 - g. Omnitrans shall timely prepare and submit to the FTA all required periodic reports and milestone updates, so long as it timely receives all necessary information from Sub-Recipient.
 - h. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder complies with the terms of the grant sought and all applicable law.
 - i. Omnitrans shall comply with all requirements of the FTA Master Agreement, including submission to the FTA on a quarterly basis of reports that document the status of the Sub-Recipient's Project implementation progress, including task completion status and budget status, provided that Sub-Recipient has timely submitted such information to Omnitrans as required under this Agreement.

4.5 It is anticipated that this sub-recipient agreement will be in place for four years. The administrative fee assessed by Omnitrans will not exceed \$1,000 per month based on an anticipated investment of 5 hours per month for Project-related activities, and will not exceed \$48,000 without an amendment to this Agreement.

4.6 The CEO/General Manager of Omnitrans, or their designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Sub-Recipient required under the terms of this Agreement. The Executive Director of Sub-Recipient, or their designee, shall exercise the rights of Sub-recipient under this Agreement; however, any certifications of Sub-Recipient required under the terms of this Agreement shall be provided only by the Executive Director or such other designated representative of Sub-Recipient as is specified by action of the Sub-Recipient's governing body evidenced in writing. Sub-Recipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

4.7 Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

5. WARRANTIES

5.1 Sub-Recipient warrants to Omnitrans that:

- a. Sub-Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the CMAQ grant funds (the "Match Obligation") as outlined in the notice of funding from which applicant was awarded.
- b. To Sub-Recipient's knowledge, Omnitrans' prior submission of the CMAQ grant application on behalf of Sub-Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Sub-Recipient will conduct itself so that all aspects of the Project and any aspect of Sub-Recipient's participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Sub-Recipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements and Applicable Law.
- e. Sub-Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.
- f. Sub-Recipient will comply with all requirements of the FTA Master Agreement, found at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-12/FTA-Master->

Agreement-FY-2021.pdf, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project's implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

6. INSURANCE

6.1 Sub-Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain and require their sub-consultants and sub-contractors to obtain, insurance of the types and at the minimum, the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Sub-Recipient will provide written certificates evidencing compliance to Omnitrans.

6.2 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two (2) times the occurrence limit. Such insurance shall:

- a. Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
- b. Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
- c. Contain standard separation of insured provisions.

6.3 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

6.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

7. FORCE MAJEURE

7.1 An "Uncontrollable Force" ("**Force Majeure**") is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural

catastrophes; epidemic; war, riot, civil disturbance or disobedience; strike or labor dispute; action or inaction of legislative bodies, judicial bodies, regulatory agencies or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which render a Party unable to perform its obligations under this AGREEMENT. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Sub-Recipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

7.2 Subject to Section 7.1, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

7.3 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required before resuming performance; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

7.4 If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.

8. INDEMNIFICATION

8.1 Sub-Recipient agrees to indemnify, defend and hold harmless Omnitrans and its directors, officials, officers, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, including the acts, errors, or omissions of Sub-Recipient, its contractors and consultants, and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. Sub-Recipient's indemnification obligation does not apply to Indemnitees' reckless negligence or willful misconduct.

9. NOTICES

9.1 All notices and correspondence, including invoices, between the Parties shall be in writing and shall be deemed to have been given when actually delivered, if personally delivered or transmitted by overnight courier service, or, if mailed, three (3) business days after being deposited in the United States mail, postage prepaid, return receipt requested, to the addresses noted below:

OMNITRANS	SBCTA
Attn: Erin Rogers	Attn: Carrie Schindler
CEO/General Manager	Director of Transit and Rail Program
1700 W. Fifth St	1170 W. 3 rd St, 2 nd Floor
San Bernardino, CA 92411-2499	San Bernardino, CA 92410-1715

Any Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice.

10. MISCELLANEOUS

10.1 There are no third-party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

10.2 All costs referred to throughout this Agreement include all direct costs attributable to such work, applied in accordance with the State of California's standard accounting procedures and with Federal Transit Administration regulations.

11. PARTIES MUTUALLY AGREE

11.1 The term of this Agreement shall be from the date of execution of this Agreement by the Parties to Sub-Recipient's issuance of notice of final acceptance of the Project, including submission of all required reports, unless earlier terminated pursuant to the provisions herein.

11.2 If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

11.3 The terms of this Agreement may be modified only by a writing signed by both Parties. A waiver of any term, condition or covenant of this Agreement shall not be deemed to be a continuing waiver nor a waiver of any other term, condition or covenant.

Contract No. 21-1002546

11.4 This Agreement shall be binding on the successors and assigns of the Parties, but may not be assigned by Sub-Recipient without written approval from Omnitrans, which approval shall not be unreasonably withheld or delayed.

11.5 Whenever review, consent, or approval of any Party is required, such review, consent or approval may not be unreasonably delayed or withheld.

11.6 This Agreement No. 21-1002546 and MOU 15-1001289 constitute the entire understanding of the Parties with respect to the subject matter hereof, and there are no other representations, promises, warranties, covenants, or undertakings with respect thereto. In the event of a conflict between this Agreement and MOU 15-1001289, Agreement No. 21-1002546 prevails.

11.7 Except as provided in 11.6, above, this Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement, with the exception of MOU 15-1001289. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

11.8 As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

11.9 This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.

11.10 Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

11.11 This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

11.12 This Agreement shall be deemed an agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

-----SIGNATURES ON THE FOLLOWING PAGE-----

FINAL DRAFT

Contract No. 21-1002546

SIGNATURE PAGE TO SUB-RECIPIENT FUNDING AGREEMENT FOR CMAQ FUNDS

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Erin Rogers, CEO/General Manager

By: _____
Frank J. Navarro/ President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

By: _____
SBCTA General Counsel

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7348 : Contract No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

EXHIBIT A
CMAQ Grant Agreement for the ONT Loop Project
(TO BE ADDED WHEN IT BECOMES AVAILABLE)

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7348 : Contract No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

EXHIBIT B
Annual FTA Self-Certification Form

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7348 : Contract No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020

Sub-Recipient: _____

Grant No.(s): _____

Project Description: _____

The following declarations and information are hereby provided related to the above-referenced FTA-funded project during the past fiscal year:

I. GENERAL CERTIFICATIONS (to be completed by all sub-grantees)

A. Financial

1. Do you have the financial capacity to match FTA grant funds/FTA funded grant projects? Yes____ No____
2. Are your invoices being properly recorded and sent to Omnitrans by a supervising project manager with knowledge of FTA Compliance? Yes____ No____
3. Are indirect costs being charged to grants? Yes____ No____
If yes, do you have a cost allocation plan to support indirect administrative costs related to a grant program? Yes____ No____
4. Have annual single audits been conducted? Yes____ No____
If Yes, please supply a copy to Omnitrans.
5. Are there any unresolved compliance issues in the single audits conducted in the past three (3) years? Yes ____ No____
6. Have any internal, state, or local government audit reports had findings relating to FTA program requirements? Yes____ No____
If Yes, please supply a copy to Omnitrans

B. Technical

1. How do you monitor contractors/lessees to ensure compliance with FTA requirements?

C. Satisfactory Continuing Control

1. Did you make incidental use of any FTA-funded real property? Yes____ No____
If yes, was FTA approval obtained? Yes____ No____
Do you maintain continuing control over the property? Yes____ No____
Is revenue generated used for transit purposes? Yes____ No____

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

D. Procurement

1. Do you have procurement policies and procedures that conform to applicable federal laws? Yes___ No___
2. Do any potential conflicts of interest exist between policy board members/employees and consultants /vendors/suppliers or between a management contractor and consultants/vendors/suppliers?
Yes___ No___
3. Do you allow for full and open competition for all transaction under the following methods of procurement?
 - a. Micro-Purchases (\$2,500 or less) Yes___ No___
 - b. Small Purchases (More than \$2,500, but not more than \$100,000)
Yes___ No___
 - c. Sealed Bids/Invitation for Bid (IFB) Yes___ No___
 - d. Competitive Proposals/Request for Proposals (RFP) Yes___ No___
 - e. Architectural and Engineering Services (A&E) Yes___ No___
 - f. Revenue Contracts Yes___ No___

E. Disadvantaged Business Enterprise (DBE)

1. Did you receive any complaints alleging that you did not comply with the DBE regulations in the past three (3) years? Yes___ No___
2. Did you award a contract to a firm that did not meet a specific DBE contract goals? Yes___ No___

If Yes, how was it determined if “good faith efforts” by the firm were sufficient?

F. Lobbying

1. Has the grantee included the lobbying clause in all agreements and procurement solicitations exceeding \$100,000? Yes___ No___
2. Has the grantee used non-federal funds for lobbying activities? Yes___ No___

If yes, have the proper disclosures been made and filed with FTA on standard form LLL? Yes___ No___

Have all disclosures been updated quarterly if needed and so reported?
Yes___ No___

G. Title VI – Civil Rights Compliance

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

1. Have you received any Title VI complaints during the past year?
Yes _____ No _____

H. Public Comment Process for Fare and Service Changes

1. Do you have a locally developed process for soliciting and considering public comments prior to a fare increase or major service reduction?
Yes _____ No _____
2. Have you raised a fare or carried out a major reduction in service in the past three (3) years? Yes _____ No _____

If Yes, describe briefly:

I. Americans with Disabilities Act (ADA)

1. Have you received any ADA-related complaints during the past year?
Yes _____ No _____

J. Safety and Security

1. Do you have a written policy on safety signed by the General Manager or the Board of Directors Chairperson? Yes _____ No _____
2. Do you have a written system safety program plan (SSPP) for its transit services?
Yes _____ No _____

K. Drug-Free Workplace

1. Have you established a drug-free workplace according to state and federal requirements? Yes _____ No _____
2. Has any employee reported to you a criminal conviction for a drug statute violation that occurred in the workplace? Yes _____ No _____
- If yes, was the FTA notified? Yes _____ No _____

L. Drug and Alcohol Program

1. Do you and/or your contractors and subcontractors have a drug and alcohol testing program for safety sensitive employees as defined by FTA?
Yes _____ No _____
2. Do you and/or your contractors and subcontractors conduct the following drug and alcohol tests:

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

- i. Pre-Employment (drugs only)? Yes_____ No_____
- ii. Random? Yes_____ No_____
- iii. Post-Accident? Yes_____ No_____
- iv. Reasonable suspicion? Yes_____ No_____
- v. Return to duty? Yes_____ No_____
- vi. Follow-up? Yes_____ No_____
3. Do you and/or your contractors and subcontractors use drug testing laboratories certified by the U.S. Department of Health and Human Services (DHHS)?
Yes_____ No_____

M. Equal Employment Opportunity (EEO)

1. Who at your agency is responsible for ensuring that EEO obligations are fulfilled?
2. Have you received any EEO complaints during the past three (3) years?
Yes_____ No_____

II. FACILITY CERTIFICATIONS (to be completed only for facility projects, i.e. transit centers, bus shelters, etc.)

A. Satisfactory Continuing Control

1. Did you dispose of any FTA-funded real property or equipment?
Yes_____ No_____

If yes, please attach a list of the property/equipment disposed of to this form.

2. Was any real property or equipment removed from public transit service before the end of its service life? Yes_____ No_____
- If yes, was FTA notified? Yes_____ No_____

B. Maintenance

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

1. Do you have a current written maintenance plan for your federally funded facilities and equipment? Yes _____ No _____
2. Does the plan include a program of inspections and preventative maintenance activities to ensure that assets are protected from deterioration and reach their maximum useful life? Yes _____ No _____
3. Does the maintenance plan prescribe a record keeping system for permanently recording the maintenance history of the equipment/facility? Yes _____ No _____
4. Are your federally funded facilities/equipment being maintained on time and in accordance with your maintenance plan? Yes _____ No _____

C. Procurement

1. Have all construction contracts greater than \$2,000, incorporated the Davis-Bacon Act Requirements? Yes _____ No _____
2. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes _____ No _____
3. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes _____ No _____

III. VEHICLE CERTIFICATIONS (to be completed only for rolling stock procurements, i.e. paratransit vehicles, buses, support vehicles, etc.)

A. Satisfactory Continuing Control

1. Do you have equipment records that provide the following information:
 - i. Description? Yes _____ No _____
 - ii. I.D. Number? Yes _____ No _____

**OMNITRANS SUB-RECIPIENT
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- iii. Acquisition date? Yes_____ No_____
- iv. Cost? Yes_____ No_____
- v. Federal percentage? Yes_____ No_____
- vi. Grant Number? Yes_____ No_____
- vii. Location? Yes_____ No_____
- viii. Use and condition? Yes_____ No_____
- ix. Disposition action? Yes_____ No_____
- x. Vested title? Yes_____ No_____

2. Did you dispose of any FTA-funded real property or equipment?
Yes_____ No_____

If yes, please attach a list of the property/equipment disposed of to this form.

3. Was any real property or equipment removed from public transit service before the end of its service life? Yes_____ No_____

If yes, was FTA notified? Yes_____ No_____

4. Do you have any federally funded equipment that is operated by contractors?
Yes_____ No_____

If yes, do you maintain control of the equipment? Yes_____ No_____

5. Please update the attached list of all FTA-funded equipment with the current odometer reading for each of your vehicles listed.

B. Maintenance

1. Do you or your contractor have a current written vehicle maintenance plan for your federally funded rolling stock? Yes_____ No_____
2. Is the written maintenance plan you use consistent with the manufacturer's minimum maintenance requirements for vehicles under warranty?
Yes_____ No_____

**OMNITRANS SUB-RECIPIENT
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3. Are your vehicle preventative maintenance inspections completed on time and consistent with your established maintenance plan? Yes_____ No_____
4. Are maintenance procedures for wheelchair lifts and other accessibility equipment included in your maintenance plan and preventative maintenance inspections?
Yes_____ No_____
5. Are lifts and accessibility features repaired promptly as required by the DOT ADA regulations? Yes_____ No_____

C. Procurement

1. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes____ No____
2. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes____ No____

D. Charter Service

1. Have you used any federally funded rolling stock for charter service?
Yes____ No____

If yes, was all charter service incidental service? Yes_____ No____

If yes, were records kept to fully recover the life of the property (i.e. were charter use days/miles subtracted from vehicles total service days/miles)?
Yes_____ No____
2. Have any complaints been filed alleging that you have conducted charter service in violation of FTA regulations? Yes_____ No_____

E. School Bus

1. Have you operated exclusive school bus service? Yes_____ No_____
2. Have you provided school "tripper service?" Yes_____ No_____

OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020

By signing below, I, on behalf of the aforementioned subgrantee, declare that the information provided within this certification is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my agency.

Signature

Date

Print Name

Title

By signing below, I, as the aforementioned subgrantee's contractor, declare that the information provided as it pertains to my operations for said subgrantee is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my firm.

Signature

Date

Agency/Company Name

FINAL DRAFT

EXHIBIT C
MOU 15-1001289
BETWEEN
OMNITRANS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7348 : Contract No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

MOU 15-1001289
Between
Omnitrans
and
San Bernardino Associated Governments

This Memorandum of Understanding (MOU) is made and entered into by and between Omnitrans, a joint powers authority (OMNITRANS) and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (SANBAG) to outline future project management costs for Omnitrans to assist SANBAG in receiving Federal Transit Administration (FTA) for future projects.

WHEREAS, OMNITRANS is an eligible direct recipient of FTA funds and processes grant applications through FTA on an annual basis; and

WHEREAS, SANBAG will use federal funding for delivery of various projects in the San Bernardino Valley subarea under the jurisdiction of FTA; and

WHEREAS, SANBAG is not an eligible direct recipient of FTA funding and needs assistance to receive this funding; and

WHEREAS, OMNITRANS, as an FTA Grantee, has the staff and other resources to provide such assistance to SANBAG.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions herein, SANBAG and OMNITRANS agree as follows:

- I. TERM. This MOU shall be effective for five years from the date approved by the last party, but may be terminated earlier or extended by mutual consent.
- II. SANBAG RESPONSIBILITIES:
 - A. SANBAG will notify OMNITRANS on a project-by-project basis of the need for assistance in receiving FTA funding and provide the required project information.
 - B. SANBAG will prepare project-specific subrecipient agreements for review and approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.
 - C. SANBAG will work with OMNITRANS to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.
 - D. SANBAG shall reimburse OMNITRANS for the actual cost of managing and monitoring subrecipient agreements and federal grant funding as identified on project-specific invoices.

E. SANBAG shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. SANBAG shall submit to OMNITRANS on a quarterly basis reports that document the status of the project, including task completion status and budget status as needed by FTA.

G. SANBAG shall conduct itself so that any aspect of OMNITRANS' participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

III. OMNITRANS RESPONSIBILITIES

A. OMNITRANS will review project-specific subrecipient agreements for approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.

B. OMNITRANS, as the FTA Grantee, will submit grant applications to the FTA to obtain funding for SANBAG.

C. OMNITRANS will work with SANBAG to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.

D. OMNITRANS agrees to charge SANBAG only for actual costs incurred for managing and monitoring subrecipient agreements. Federal grant funding will not include a deduction for OMNITRANS' flat Cost Allocation Plan (CAP) fee. OMNITRANS will submit invoices to SANBAG for actual costs incurred.

E. OMNITRANS shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. OMNITRANS shall conduct itself so that any aspect of SANBAG's participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

IV. THE PARTIES MUTUALLY AGREE:

A. That this MOU and its content will be used in creating subrecipient agreements between OMNITRANS and SANBAG.

B. Neither SANBAG, nor any related entity, officer, director, member, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS in connection with the ongoing program or in connection with any work SANBAG delegated to OMNITRANS under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, OMNITRANS shall fully defend, indemnify and save harmless SANBAG, its related entities, officers, directors, members, employees and

contractors 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) or damage occurring by reason of anything done or omitted to be done by OMNITRANS in connection with any work SANBAG delegated to OMNITRANS under this Contract. OMNITRANS's indemnification obligation applies to SANBAG's passive negligence but does not apply to SANBAG's, "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782.

Neither OMNITRANS, nor any officer, director, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG in connection with the ongoing program or in connection with any work under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, SANBAG shall fully defend, indemnify and save harmless OMNITRANS, its officers, directors, employees and contractors 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) or damage occurring by reason of anything done or omitted to be done by SANBAG in connection with any work under this Contract. SANBAG's indemnification obligation applies to OMNITRANS's passive negligence but does not apply to OMNITRANS's "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782

V. NOTICES

When notices are required, such notices shall be provided in writing, sent by mail to the appropriate address listed below:

OMNITRANS: P. Scott Graham
Chief Executive Officer/General Manager
700 W Fifth Street
San Bernardino, CA 92411

SANBAG: Ray Wolfe
Executive Director
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715

VI. INVALID CONDITIONS:

If any one or more terms, conditions or promises of this MOU shall to any extent be judged invalid, void, voidable or unenforceable by a court of competent jurisdiction, the remaining terms shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

VII. LEGAL FEES

In the event of any contract dispute hereunder, each party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.


VIII. CONCLUSION

- A. This MOU constitutes an integrated agreement, expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.
- B. This MOU may be executed in counterparts. When executed by all parties, each counterpart shall be deemed an original irrespective of the date of execution and shall together constitute one and the same MOU.

IN WITNESS THEREOF, the authorized parties have signed below:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

OMNITRANS


 Ryan McEachron
 President

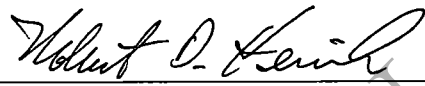

 Sam Spagnolo
 Chair


Date: 10/15/15

Date: 9-2-15

Approved as to Form:

Approved as to Form:


 Eileen Monaghan Teichert
 SANBAG General Counsel


 Carol Greene
 OMNITRANS Legal Counsel

FINAL DRAFT

AMENDMENT NO. 1 TO MOU 15-1001289**BETWEEN****OMNITRANS AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

This AMENDMENT No. 1 to Memorandum of Understanding (MOU) 15-1001289 is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and Omnitrans, a joint powers authority (OMNITRANS) for project management costs for OMNITRANS to assist SBCTA in receiving Federal Transit Administration funds for projects. SBCTA and OMNITRANS collectively are referred to herein as PARTIES.

WITNESSETH

WHEREAS, on October 15, 2015, PARTIES entered into MOU 15-1001289 which defined the PARTIES' roles and responsibilities with regard to OMNITRANS' assisting SBCTA in accessing Federal Transit Administration (FTA) funds for projects, and for reimbursement to OMNITRANS for project management costs to process the FTA grant applications and necessary documents; and

WHEREAS, the PARTIES have continued to work together to enter into project-specific subrecipient agreements consistent with the MOU, such as for the Redlands Passenger Rail Project and West Valley Connector; and

WHEREAS, PARTIES desire to amend the MOU to extend the term for an additional five years as allowed by mutual consent under the original agreement, to allow the PARTIES to work together to complete projects underway and other projects requiring FTA funding during the term.

NOW, THEREFORE, PARTIES agree to the following:


1. All references to SANBAG in the MOU shall mean the San Bernardino County Transportation Authority (SBCTA).
2. SECTION I. TERM is deleted and replaced with the following:

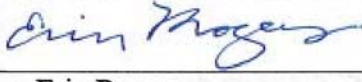
"This MOU shall commence October 15, 2015 and remain in effect until October 14, 2025, but may be terminated earlier or extended by mutual consent."
3. Except as amended by this AMENDMENT No. 1, all other provisions of this MOU shall remain in full force and effect and are incorporated herein by this reference.
4. This AMENDMENT No. 1 shall be effective upon execution by both PARTIES.

IN WITNESS WHEREOF, this AMENDMENT No. 1 has been executed by the PARTIES below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

OMNITRANS

By: 
Raymond W. Wolfe
Executive Director

By: 
Erin Rogers
CEO/General Manager


Date: 10/1/20

Date: 10/08/2020

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  10/01/2020
Julianna K. Tillquist
General Counsel

By: 
Steve DeBaun
OMNITRANS Legal Counsel

FINAL DRAFT

Minute Action

AGENDA ITEM: 5

Date: *March 11, 2021*

Subject:

Redlands Passenger Rail Project License Agreement with Riverside County Transportation Commission for use of Layover Facility and Testing of Diesel Multiple Units on Perris Valley Line

Recommendation:

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

Authorize the Executive Director, or his designee, to execute a license agreement and associated documents with the Riverside County Transportation Commission in the not-to-exceed amount of \$200,000, for the delivery, testing, non-revenue operations and commissioning of the Arrow Multiple Unit Equipment on the Perris Valley Line Subdivision and the South Perris Layover Facility, upon review and concurrence of SBCTA Risk Manager and final approval as to form by SBCTA General Counsel.

Background:

In November 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the purchase of three (3) Diesel Multiple Unit (DMU) vehicles from Stadler US to operate the Arrow passenger rail service. Development of the mainline construction as part of the Redlands Passenger Rail Project (RPRP) continues to advance, and construction has passed 75% for both the mainline and Arrow Maintenance Facility (AMF). The DMUs final assembly is almost complete, with the first car expected to arrive in Southern California in the spring of 2021. Testing and commissioning activities still need to be completed and will begin once the DMUs arrive in California.

The original plan was to deliver the DMUs to the AMF and perform a majority of the testing on the RPRP corridor and the active San Gabriel Subdivision railroad corridor, also known as the San Bernardino Line. As the delivery team evaluated the process, it became clear that due to site constraints and the desire to avoid impacts to existing Metrolink services, the AMF was not an ideal location for the initial delivery of the DMUs or the initial testing and commissioning activities. After carefully evaluating other locations on Southern California Regional Rail Authority's (SCRRA) system, and in coordination with SCRRA staff, the team determined the best site for the work was the underutilized South Perris Layover Facility ("Facility") and the 9.2 mile double-track section of the Perris Valley Line (PVL) between Control Point (CP) Eastridge and CP Nuevo.

The Riverside County Transportation Commission (RCTC) owns the Facility and SCRRA operates it. Our team has received concurrence from RCTC and SCRRA to use the Facility and PVL to deliver the DMUs and complete the needed commissioning and testing activities. RCTC owns the Facility and is requiring SBCTA to execute a license agreement with RCTC to use the Facility, and is further requiring Stadler US to execute a right-of-entry agreement. This approach is consistent with the manner in which SBCTA manages the use of railroad property by other entities or contractors. RCTC is currently finalizing the license agreement needed, as well as the fees associated with the use of the layover facility. The license agreement will detail each

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

March 11, 2021

Page 2

agency's roles and responsibilities, including liability, insurance, staffing, and public outreach. Stadler US staff will perform the vehicle maintenance as part of the training of SCRRA contractor staff on the care of the DMUs. SCRRA staff will operate the vehicles under the direction of Stadler US instructors. The testing and commissioning on the PVL is expected to begin in late April and continue until early September. Once the commissioning is complete, the cars will be towed using a SCRRA locomotive, under Federal Railroad Administration (FRA) One Time Move (OTM) authorization, to the AMF, as additional brake testing will be done on the RPRP corridor. This testing cannot be completed on PVL as it requires a minimum 2% grade. The work on the PVL will be done at no cost to RCTC. SBCTA is responsible for all costs associated with the vehicle commissioning activities.

Our team anticipates the need to have the license agreement in place by early April. RCTC is still finalizing the license agreement and was not able to provide in time for this report. Staff is recommending that the Board authorize the Executive Director, or designee, to execute the license agreement and other associated documents needed for testing of DMUs along PVL upon SBCTA Risk Manager's review and concurrence and General Counsel's approval as to form.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager will review the proposed license agreement prior to execution.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Minute Action

AGENDA ITEM: 6

Date: *March 11, 2021*

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 currently scheduled critical path items are the installation and testing of the communications system, Wireless Crossing Nearside Station Stop (WCNSS) and Positive Train Control (PTC) testing activities and regulatory approval for PTC. The mainline construction project continues to proceed towards substantial completion with approximately 86% completion through January 2021. Flatiron West is completing the last two road crossings at Mountain View and Waterman Avenue for track and civil work. All six communications cases arrived during the first half of February and are ready to be installed. As we look towards the start of testing, we are working to complete the installation of Southern California Edison (SCE) power meters. The maintenance facility is on schedule for Substantial Completion in May 2021, with approximately 85% complete through January 2021. With the exterior of the maintenance building complete, framing of the building interior is continuing, as well as mechanical, electrical and plumbing installations. The base course of asphalt was installed for the entire site, and the track installation began in January 2021. Major future elements to complete the project include interior finishes, communication equipment and commissioning. Staff is working with the Southern California Regional Rail Authority (SCRRA) and Stadler US, the Diesel Multiple Unit (DMU) manufacturer, to complete the contractual requirements for releasing a vehicle from the factory. Also, SBCTA and SCRRA staff are working together with Stadler US to develop strategies to advance commissioning of the DMUs ahead of RPRP infrastructure completion. Below is a list of the major project milestones and their current status. The attached presentation provides an update on the multiple on-going activities.

Project 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 All DMU Vehicles	April 2021
Conditional Acceptance of All DMU Vehicles	September 2021
Maintenance Facility – Substantial Completion	May 2021
Maintenance Facility – Final Acceptance	July 2021
Mainline Contract – Substantial Completion	July 2021

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

March 11, 2021

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Mainline Contract – Final Acceptance	November 2021
Pre-Revenue Testing Completion	November 2021*
Safety and Security Certification	Late 2021
Planned Revenue Service Start Date	Mid 2022*

*Start of revenue service is contingent on approval by the Federal Railroad Administration of the Positive Train Control (PTC) Safety Plan.

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 extension of Metrolink San Bernardino Line service and the introduction of multiple unit passenger rail service to the cities of San Bernardino and Redlands. 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 twenty-six (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) DMU passenger rail vehicles. The Arrow service will be the first use of Federal Railroad Administration (FRA) compliant modern DMUs in California. The project requires coordination with more than fifteen (15) agencies, as well as the monitoring compliance with nearly seventy (70) contracts.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Redlands Passenger Rail Project Quarterly Project Update


March 11, 2021





Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)



Project Overview

<p>1</p> <p>Vehicle Procurement</p> <p>3 Diesel Multiple Units (DMUs)</p> <p>Base Contract: \$34M</p> <p>Awarded July 2017</p> <p>Conditional Acceptance: September 2021</p>	<p>2</p> <p>Maintenance Facility</p> <p>Facility to Maintain up to 6 DMU/ZEMUs</p> <p>Base Contract: \$21M</p> <p>Awarded June 2019</p> <p>Substantial Completion Estimated: May 2021</p>	<p>3</p> <p>Mainline Construction</p> <p>9 Route Miles of New Track and 5 Stations</p> <p>Base Contract: \$154M</p> <p>Awarded April 2019</p> <p>Substantial Completion Estimated: July 2021</p>
 <p>Primary Contracts</p>		

<p>1</p> <p>Vehicle Procurement</p> <p>3 Diesel Multiple Units (DMUs)</p> <p>Base Contract: \$34M</p> <p>Awarded July 2017</p> <p>Contract has option to buy 3 additional DMUs</p>	<ul style="list-style-type: none"> ✓ Hybrid Vehicle <ul style="list-style-type: none"> ○ Uses Tier 4 Diesel Generator to Produce Electricity that Propels the Train ✓ FRA (Mainline) Compliant <ul style="list-style-type: none"> ○ Runs on Same Infrastructure as Metrolink and Freight Trains (opportunity to expand)
	
 <p>1. Vehicle Procurement</p>	

- **Percent Complete:** 60%
- **Prime Contractor:** Stadler US
- **Contract Management:** RailPros
- **Schedule:**
 - Contract Award: July 2017
 - Expected Delivery of first DMU: April 2021
 - Delivery of all DMU Vehicles: March 2021
 - Conditional Acceptance of all DMU Vehicles: September 2021

▪ **Budget and Expenditures:**

	Baseline Capital Amount	Executed Change Orders	Revised Amount	Expenditures	Amount Remaining
Contract – Capital	\$26,849,948.00	\$602,524.83	\$27,452,472.83	\$12,120,000.00	\$15,332,472.83
Contingency – Capital	\$2,684,995.00	-	\$2,332,470.17	-	-
Contract – O&M	\$4,555,129.00	-	\$4,555,129.00	-	-
Contingency – O&M	\$455,513.00	-	\$455,513.00	-	-
Total	\$34,795,585.00	\$602,524.83	\$34,795,585.00	\$11,370,800.80	-



1. Vehicle Procurement



DMU 1- January 2021



1. Vehicle Procurement



DMU 1 Interior - January 2021



1. Vehicle Procurement



DMU 2 - January 2021



1. Vehicle Procurement

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)



DMU 2 Interior - January 2021



1. Vehicle Procurement



DMU 3 Exterior - January 2021



1. Vehicle Procurement

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)



DMU 3 - wiring installation - January 2021



1. Vehicle Procurement



2

Maintenance Facility

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

- ✓ Arrow Maintenance Facility
 - o Located at 981 W 3rd St in San Bernardino just east of Santa Fe Depot



2. Maintenance Facility



- **Percent Complete:** 81%
- **Prime Contractor:** Granite Construction Company
- **Construction Management:** Lockwood, Andrews & Newnam, Inc. (LAN)
- **Schedule:**
 - Contract Award: June 2019
 - Expected Substantial Completion: May 2021
 - Final Acceptance: July 2021
- **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining **
Contract	\$ 20,855,000.00	\$ 792,797.60	\$ 21,647,797.60	\$14,042,027.81	\$7,605,769.79
Contingency	\$ 1,363,400.00	-	\$ 570,602.40	-	-
Total	\$ 22,218,400.00	-	\$ 22,218,400.00	-	-

* Executed change orders and expenditures as of 11/30/20



2. Maintenance Facility

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)



AC base course placed for entire site



CMU trash enclosure constructed



Yard Track Excavation



HVAC installation continues



2. Maintenance Facility



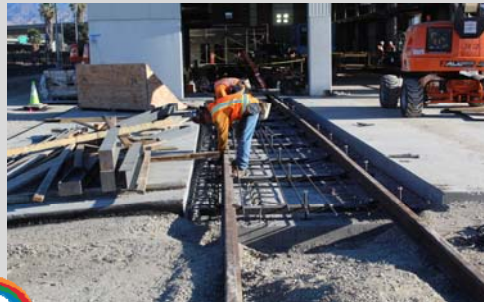
Mezzanine deck placement



Fall protection post installation



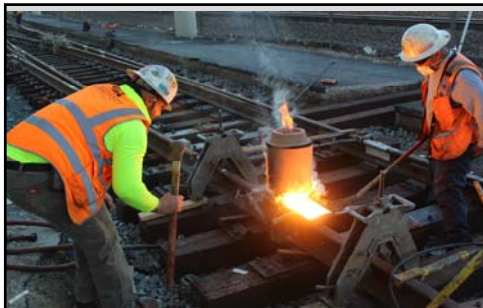
Laying out ties for Yard Track 1



Constructing Yard Track 4 at approach apron



2. Maintenance Facility



Constructing yard track



Posted Rail Pit



Building exterior



Installation of exterior translucent panels



2. Maintenance Facility

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)

3

Mainline Construction

9 Miles of New Track and 5 Stations

Base Contract: \$154M

Awarded April 2019

✓ Construction

- Various Locations at the Same Time
- Coordinated Closures for Crossings
- Weekly Updates via Email
- Construction/Modification to 5 Stations
- Modifications to 26 Grade Crossings

3. Mainline Construction

- **Percent Complete:** 86%
- **Prime Contractor:** Flatiron West, Inc.
- **Construction Management:** AECOM
- **Schedule:**
 - Contract Award: April 2019
 - Substantial Completion Estimate: July 2021
 - Final Acceptance: November 2021
- **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining**
Contract	\$154,232,073.81	\$10,698,645.94	\$164,930,719.75	\$133,468,138.42	\$31,462,581.33
Contingency	\$15,423,207.19	-	\$4,724,561.25	-	-
Total	\$169,655,281.00	-	\$169,655,281.00	-	-

* Executed change orders and expenditures as of 11/31/20

3. Mainline Construction

Station:



SBTC Station – January 2021



Downtown Redlands DMU & SCRRRA Platforms – January 2021



3. Mainline Construction

Station:



Esri Station – January 2021



Tippecanoe Station – January 2021



3. Mainline Construction RK32

Slide 20

RK32 [@Dan Thompson] Would you please replace with recent photos?

Richard Koerner, 2/22/2021

Station:



University Station – December 2020



University Station – January 2021



3. Mainline Construction RK32

Track and Guideway:



Mountain View Track Construction & IVDA Bridge work – January 2021



Waterman Avenue Track & Civil Construction – January 2021



3. Mainline Construction

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)

Slide 21

RK32 [@Dan Thompson] Would you please replace with recent photos?

Richard Koerner, 2/22/2021

Bridge Structures:



Santa Ana River Bridge - January 2021



Mill Creek Zanja Bridge - January 2021



3. Mainline Construction

Civil Improvements:



D Street Cul-de-Sac – January 2021



Basin 9000 – January 2021



3. Mainline Construction RK36

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)

Slide 24

RK36 [@Dan Thompson] Would you please replace with recent photos?

Richard Koerner, 2/22/2021

Plan. Build. Move.

...because doing



Facebook Twitter Instagram WordPress

@goSBCTA



cta
San Bernardino County
Transportation Authority

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF (7412 : Redlands Passenger Rail Project Quarterly Update)

Minute Action

AGENDA ITEM: 7

Date: *March 11, 2021*

Subject:

Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share

Recommendation:

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

A. Allocate \$2,243,248 of Low Carbon Transit Operations Program (LCTOP)-Population Share funding to the following projects:

- i. Morongo Basin Transit Authority: Future Zero-Emission Buses - \$79,037
- ii. Mountain Transit: Future Zero-Emission Buses - \$52,977
- iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicle - \$209,214; Fare Media Subsidy - \$20,000; and Last year for New and Expanded Service for Barstow - \$250,000
- iv. Omnitrans: Future Zero-Emission Buses – \$580,000
- v. San Bernardino County Transportation Authority: Arrow Fare Subsidy Program \$400,000 and West Valley Connector – Capital \$652,020

B. Allocate \$418 of LCTOP-Operator Share from the City of Needles to the San Bernardino County Transportation Authority for the West Valley Connector Project.

C. Adopt Resolution No. 21-033 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for the LCTOP, and nomination of and funding requests for listed transit projects.

D. Approve a revised LCTOP-Population Share Apportionment for Fiscal Year 2020/2021 of \$2,243,248, an increase of \$30,898 from the previous estimate to match the final number released by the State Controller’s Office and the proposed LCTOP-Population Share allocations.

E. Approve an increase to the Mountain/Desert LCTOP-Population Share funds swap for Valley State Transit Assistance-Population Share funds to \$5,399, an increase of \$74 from the previous estimate, for the City of Needles.

F. Approve an increase to the LCTOP-Operator Share funds swap for Valley State Transit Assistance-Population Share funds to \$418, an increase of \$6 from the previous estimate, for the City of Needles.

Background:

The Low Carbon Transit Operations Program (LCTOP), established by the California Legislature in 2014 by Senate Bill 862, is one of several programs that are part of the Transit, Affordable Housing and Sustainable Communities Program. The LCTOP was created to provide transit operating and capital assistance to eligible agencies in an effort to reduce greenhouse gas emissions and improve mobility, with an emphasis on serving disadvantaged communities. Auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF) which provides funding for a variety of programs designed to provide economic, environmental and

Entity: San Bernardino County Transportation Authority

public health co-benefits. Five percent of the proceeds deposited into the GGRF are continually appropriated to fund the LCTOP.

Eligible projects funded by the LCTOP include new or expanded bus or rail services, expanded intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service areas includes a Disadvantaged Community (DAC), at least fifty percent of the total monies received shall be expended on projects that will benefit the DAC.

Administered by the California Department of Transportation (Caltrans), LCTOP funds are apportioned to eligible agencies utilizing the State Transit Assistance (STA) program formula. The formula apportions fifty percent of LCTOP funds by population and the remaining fifty percent by operator revenues from the prior fiscal year in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The California State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. Agencies eligible to receive LCTOP funding include: San Bernardino County Transportation Authority (SBCTA), Morongo Basin Transit Authority (MBTA), Mountain Transit, Victor Valley Transit Authority (VVTA), City of Needles, Omnitrans, and Southern California Regional Rail Authority (SCRRA). The transit operators eligible to receive LCTOP-Operator Share funds work directly with Caltrans to receive the funds.

In March 2021, the SBCTA Board of Directors (Board) approved the total Fiscal Year (FY) 2020/2021 LCTOP-Population Share apportionment in the amount of \$2,212,350. That amount was an estimate based on the auction proceed sales that had occurred. Since then, the SCO released final apportionment numbers and the amount increased slightly to \$2,243,248 as indicated in this report. It should be noted that this year's LCTOP schedule left only 6 weeks for agencies to receive Board approvals between releasing final numbers and when Board approvals and resolutions were due. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert LCTOP-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2020/2021 LCTOP-Population Share funds available to the Valley and Mountain/Desert is \$1,626,621 and \$616,627 respectively. With the purpose of minimizing administrative burden on the City of Needles, staff recommended, and Board approved, allocating Valley STA-Population Share funds in the amount of \$5,817 to the City of Needles in lieu of their LCTOP-Population Share and LCTOP-Operator Share allocations. Staff's recommendation of the LCTOP funding swap with STA funds for the City of Needles is consistent with past practice. Including the City of Needles apportionment swap, the total FY 2020/2021 LCTOP apportionment for the Valley totals \$1,632,438 and for the Mountain/Desert totals \$611,228, for a total FY 2020/2021 apportionment of \$2,243,666. It should be noted that the Valley apportionment amount of \$1,632,438 includes \$418 of Operator Share funds due to the funding swap with the City of Needles. Revised apportionments based on the final numbers from the SCO are shown below in Table 1, along with the overall increase from the estimated apportionments approved by the Board in March 2021.

Table 1 – Fiscal Year 2020/2021 LCTOP-Population Share Apportionment

Fiscal Year 2020/2021 LCTOP-Population Share Apportionment ¹				STA Fund Swap with City of Needles ⁴	Total Fiscal Year 2020/2021 Apportionment	Total Increase from March Approved Apportionments
Apportionment Area	Population ²	Percentage	Fiscal Year 2020/2021 Population Share ³			
Valley	1,581,126	72.51%	\$1,626,621	\$5,817	\$1,632,438	\$22,484
Mountain/Desert	599,380	27.49%	\$616,627	(\$5,399)	\$611,228	\$8,419
<i>MBTA</i>	<i>76,826</i>	<i>12.82%</i>	<i>\$79,037</i>		<i>\$79,037</i>	<i>\$1,089</i>
<i>Mountain Transit</i>	<i>51,495</i>	<i>8.59%</i>	<i>\$52,977</i>		<i>\$52,977</i>	<i>\$730</i>
<i>VVTA</i>	<i>465,811</i>	<i>77.72%</i>	<i>\$479,214</i>		<i>\$479,214</i>	<i>\$6,600</i>
<i>City of Needles³</i>	<i>5,248</i>	<i>0.88%</i>	<i>\$5,399</i>	<i>(\$5,399)</i>	<i>\$0</i>	<i>\$0</i>
Total	2,180,506	100.00%	\$2,243,248	\$418	\$2,243,666	\$30,903

¹Population Source: California Department of Finance and County Demographic Research Unit January 2020

²Total population share amount is determined by the State Controller's Office.

³Final Valley apportionment includes \$412 Needles Operator Share apportionment.

To guide staff with project selection, the LCTOP Allocation Principles approved by the Board in July 2015 recommend that staff take a balanced approach in recommending LCTOP fund allocations to capital projects and operating programs. Because each transit operator in the Mountain/Desert is guaranteed an LCTOP-Population Share allocation due to the use of a population formula to apportion funds, SBCTA staff recommends allowing the Mountain/Desert transit operators to determine their funding needs and project and program priorities. The Valley LCTOP-Population Share apportionment is available to SBCTA, Omnitrans and SCRRA. Using the LCTOP Allocation Principles as guidance, staff recommends LCTOP fund allocations based on an annual determination of the San Bernardino region's priorities and the critical needs of SBCTA, Omnitrans and SCRRA. SBCTA staff requested that the transit operators develop and submit a list of potential projects for the LCTOP FY 2020/2021 funding cycle to SBCTA. For the LCTOP Valley Population apportionment, last year SBCTA staff had proposed a ten-year expenditure plan to memorialize some of the priorities, and demonstrate how LCTOP could be allocated to meet those needs. However, the pandemic affected May's auction sales, and the amount of LCTOP available in FY 2020/2021 is approximately 55% lower than previous estimates. Using the expenditure plan as a guide, staff strived to keep total overall allocations from the previous plan intact by rearranging future years' funding, and discussing options with the transit operators regarding their funding needs for various projects. Attachment 1 shows the new proposed LCTOP ten-year expenditure plan. Based on staff reviews, operator discussions, and the revised expenditure plan, staff is recommending \$2,243,666 be allocated to the following projects:

Future Zero-Emission Vehicles Allocation – \$79,037

Morongo Basin Transit Authority will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates.

Future Zero-Emission Vehicles Allocation – \$52,977

Mountain Transit will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates.

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Future Zero-Emission Vehicles Allocation – \$580,000

Omnitrans will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates. FY 2020/2021 is Omnitrans second year for funding for this project.

Arrow Fare Subsidy Program – \$400,000

SBCTA will accumulate this money to use at a later time to provide a fare subsidy for the Arrow rail service.

West Valley Connector Capital – \$652,438

SBCTA will accumulate this money to use at a later time to purchase zero-emission vehicles as part of the overall West Valley Connector capital plan.

Fare Media Subsidy- \$20,000

In order to provide subsidized transportation services to seniors, individuals with disabilities, and low-income populations, VVTA in collaboration with non-profit, human and social service agencies, implemented the Fare Subsidy Program in July 2018 using FY 2017/2018 LCTOP funds. The allocation of FY 2019/2020 LCTOP funds funded the third year of the program. The allocation of FY 2020/2021 LCTOP funds will fund the fourth year of the program.

New and Expanded Service for Barstow- \$250,000

In 2017, VVTA expanded service on Routes 1, 2, 3, 28 and 29, and implemented a new Route 6 in Barstow, using FY 2016/2017 and FY 2017/2018 LCTOP funds to implement and continue the service. The allocation in FY 2018/2019 LCTOP funds were used in funding the expanded services for a third year. The allocation for FY 2019/2020 LCTOP funds were used in funding the expanded services for a fourth year. The allocation for FY 2020/2021 funds will be used in funding fifth and final year of expanded services. In accordance with the LCTOP Guidelines, LCTOP funds may be used for new or expanded service for a maximum of five years from the date of implementation.

Fuel Cell Electric Buses- \$209,214

Victor Valley Transit Authority will accumulate this money to use at a later time to purchase fuel cell electric vehicles that are required under new state mandates.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances, authorizes SBCTA to accept the LCTOP funds and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the LCTOP funded projects.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and resolution.

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Responsible Staff:

Nancy Strickert, Transit Program Manager

Attachment 1 - Valley LCTOP-Population Share Expenditure Plan

LCTOP Expenditure Plan	Fiscal Year										10 Year Total Estimate
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	
Valley Apportionment ¹	1,626,621	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	27,923,676
Fund Swap - City of Needles	5,817	10,042	10,042	10,042	10,042	10,042	10,042	10,042	10,042	10,042	96,195
Lapsing LCTOP Funding ²											-
Total Funds Available	1,632,438	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	28,019,871
Valley Apportionment - Project Allocations											
Omnitrans 1 Yr Zero Emission Allocation											-
Omnitrans Zero Emission Vehicle Allocation Accrual	580,000	1,100,000	560,835								2,240,835
Omnitrans Route 87 ³											-
Reallocation - Gold Line Extension to Montclair			302,993	2,375,072	1,050,000	1,271,935					5,000,000
West Valley Connector - Capital	652,438	1,431,937	2,068,109								4,152,484
West Valley Connector - Operations				556,865	1,881,937	1,660,002	2,451,025	1,450,171			8,000,000
RPRP Fare Subsidy Program	400,000	400,000									800,000
Total Project Allocations	1,632,438	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,451,025	1,450,171	-	-	20,193,319
Balance Available for Allocation	-	-	-	-	-	-	480,912	1,481,766	2,931,937	2,931,937	7,826,552

¹The Fiscal Year 2020/2021 is based on actual amounts received from the SCO Feb 25, 2021. Future years reflect estimated apportionment amounts by fiscal year

RESOLUTION NO. 21-033

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND
ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON
TRANSIT OPERATIONS PROGRAM AND FOR THE PROJECTS FUNDED BY LOW
CARBON TRANSIT OPERATIONS PROGRAM FUNDS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, SBCTA wishes to delegate authorization to execute these documents and any amendments thereto to Raymond W. Wolfe, Executive Director; and

WHEREAS, SBCTA wishes to implement the LCTOP Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certifications and Assurances and the Authorized Agent documents and in applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, or his designee, is authorized to execute all required documents of the LCTOP program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations and allocation requests to the Department in Fiscal Year 2020/2021 for LCTOP funds is hereby authorized:

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$79,037

Project Description: Morongo Basin Transit Authority will begin accumulating funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Morongo Basin Transit Authority

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$52,977

Project Description: Mountain Transit will begin accumulating funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Mountain Transit

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$580,000

Project Description: Omnitrans will accumulate funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Arrow Fare Subsidy Program

Amount of LCTOP Funds Requested: \$400,000

Project Description: With LCTOP funds, SBCTA will provide a fare subsidy to the new rail service Arrow. This project will benefit the Metrolink, and the transit operators at the San Bernardino Transit Center by providing an incentive to increase ridership, reduced traffic and provide those who have transportation an alternative to driving their own personal car or the burden of asking for a ride.

Contributing Sponsor: SBCTA

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: West Valley Connector Capital

Amount of LCTOP Funds Requested: \$652,438

Project Description: SBCTA will accumulate this funding to use at a later time to purchase vehicles for the West Valley Connector.

Contributing Sponsor: SBCTA

Contributing Sponsor: City of Needles

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fare Subsidy Program

Amount of LCTOP Funds Requested: \$20,000

Project Description: With LCTOP funds, VVTA will collaborate with non-profit, human, and social service agencies to provide subsidized transportation services to seniors, individuals with disabilities, and the low-income population.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Victor Valley Transit Authority New and Expanded Service

Amount of LCTOP Funds Requested: \$250,000

Project Description: VVTA will utilize LCTOP funds to continue expanded service on Routes 1, 2, 3, 28, 29 and 6 in Barstow. This service expansion was implemented in October 2017.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fuel Cell Electric Buses

Amount of LCTOP Funds Requested: \$209,214

Project Description: VVTA will accumulate this money to use at a later time to purchase fuel cell electric vehicles that are required under new state mandates.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Section 4: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED at a regular meeting of the San Bernardino County Transportation Authority held on April 7, 2021.

By: _____
Frank J. Navarro, Board President
San Bernardino County Transportation Authority

ATTEST:

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

FY 2020-2021 LCTOP Authorized Agent

AS THE Click here to enter text.
(Chief Executive Officer/Director/President/Secretary)

OF THE Click here to enter text.
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. Click here to enter text.
(Print Name) (Title)

(Signature)

Approved this Choose an item. day of Choose an item. , Click

Attachment: LCTOP FY20-21 Certa and Assurances (7374 : Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share)

FY 2020-2021 LCTOP Certifications and Assurances

Lead Agency: Lead Agency

Project Title: Project Title

Prepared by: Prepared by

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).

FY 2020-2021 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Close Out Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
 - e. Jobs Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with

FY 2020-2021 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State,

FY 2020-2021 LCTOP

the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

- 3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

 Print Authorized Agents Name.
 (Print Authorized Agent)

 Print Authorized Agents Name.
 (Title)

 (Signature)

 (Date)

Minute Action

AGENDA ITEM: 8

Date: *March 11, 2021*

Subject:

Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for Railroad Right-of-Way Maintenance Services

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for Railroad Right-of-Way Maintenance Services, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, to extend the term to June 30, 2023 and waive the five-year maximum contract term as defined in Contracting and Procurement Policy No. 11000.

B. Approve an increase to the not-to-exceed amount of Contract No. 16-1001409 Contract Available Authority by \$1,682,178, allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 Weed Abatement budget for a total not-to-exceed amount of \$5,780,178 for Railroad Right-of-Way Maintenance Services.

Background:

Contract No. 16-1001409 with Joshua Grading & Excavating Inc. is for Railroad Right-of-Way Maintenance Services in the San Bernardino County Transportation Authority's (SBCTA) active and inactive right-of-ways, as well as the former right-of-way properties which have been surplused. The original contract amount was \$4,000,000 for an initial five-year term which was increased by Amendment No. 1 in the amount of \$98,000 for interim maintenance work for property acquired for the Redlands Passenger Rail Project (RPRP), as well as installation of bollards at the Metrolink Stations located in the City of Montclair, City of Upland and City of Fontana.

SBCTA is one of three member agencies which currently maintains the rail right-of-way outside of the twenty-foot operational envelope which Metrolink maintains, the other agencies being the Riverside County Transportation Commission and the Orange County Transportation Authority. Direct management of the maintenance outside the of the Metrolink operating envelope allows the agency to be more responsive to issues which arise upon the right-of-way and regular maintenance mitigates or prevents calls or complaints which would otherwise be made if the right-of-way were only maintained in an on call fashion.

Staff requests approval to amend Contract No. 16-1001409 to extend the original contract term to June 30, 2023 exercising the two one-year options, built into the contract, to continue to perform maintenance services for the Railroad Right-of-Way. A waiver of Policy No. 11000 contract term limit of 5 years is also requested to allow the option years to be exercised. The existing scope of work for Contract No. 16-1001409 is sufficient to allow Joshua Grading & Excavating Inc. to maintain the RPRP constructed station improvements, currently maintained by Flatiron West, Inc., pursuant to the RPRP mainline construction contract, in the interim period between SBCTA's acceptance of Flatiron's work and commencement of commuter rail service.

Entity: San Bernardino County Transportation Authority

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At that time the respective cities will assume maintenance responsibility for these improvements pursuant to their respective station cooperative agreements.

Amendment No. 2 also modernizes the contract insurance requirements which primarily results in the elimination of non-applicable lines of coverage and increases the flexibility afforded to the contractor to meet the coverage requirements. This change relieves the contractor of the burden of carrying lines of coverage which do not benefit SBCTA while increasing SBCTA's protection by closing gaps in coverage.

In addition, staff desires to increase the Contract Available Authority to \$5,780,178.00 by allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 On-Call Right-of-Way Maintenance and Weed Abatement budget in the amount of \$1,682,178.00 to coincide with the Fiscal Year End through June 30, 2023 for the Railroad Right-of-Way Maintenance Services.

Financial Impact:

This Item is consistent with the Fiscal Year 2021-2022 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Contract Summary Sheet

General Contract Information

Contract No: 16-1001409 Amendment No.: 2
 Contract Class: Payable Department: Transit
 Vendor No.: 01121 Vendor Name: Joshua Grading & Excavating, Inc.
 Description: Right of Way Maintenance Services
 List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	4,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	98,000.00	Prior Amendments		
Current Amendment	\$	1,682,178.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	5,780,178.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 5,780,178.00

Contract Authorization

Board of Directors _____ Date: 4/7/2021 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____ Sole Source? No _____ No Budget Adjustment _____
 Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 6/1/2016 Expiration Date: 6/30/2021 Revised Expiration Date: 6/30/2023
 NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:	1080	30	0314	0377	53470	48005208	Reimburse 3rd Party Claims	79,004.46	-
GL:	4150	30	0313	0361	53470	41100000	Sales Tax - MSI	25,679.42	-
GL:	6010	30	0313	0361	53470	48001036	SM LOGISTICS_191002160	13,098.54	-
GL:	1040	30	0313	0361	53470	41200000	Sales Tax - LTF	3,952,897.00	-
GL:	4150	30	0315	0324	53470	41100000	Sales Tax - MSI	27,320.58	-
GL:								-	-
GL:	1040	30	0313	0361	53470	41200000	Sales Tax - LTF	1,682,178.00	-
GL:								-	-
GL:								-	-
GL:								-	-

Ryan Aschenbrenner _____ Carrie Schindler _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: _____

Attachment: CSS -16-1001409 Amend 2 Revised - 08-31-2020 [Revision 1] (7477 : Amendment No. 2 Contract 16-1001409 Joshua Grading &

AMENDMENT NO. 2 TO CONTRACT NO. 16-1001409

FOR

RIGHT OF WAY MAINTENANCE SERVICES FOR
SAN BERNARDINO, SAN GABRIEL AND REDLANDS SUBDIVISIONS

(JOSHUA GRADING & EXCAVATING, INC.)

This AMENDMENT No. 2 to Contract No. 16-1001409 (this "Amendment") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Joshua Grading & Excavating, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. 16-1001409, engaged CONSULTANT to provide right of way maintenance services for the San Bernardino, San Gabriel, and Redlands Subdivisions ("Contract"); and
- B. SBCTA and CONSULTANT amended the Contract with Amendment 1, to modify the Scope of Work and to increase the contract amount by \$98,000.00 for a total Contract Not-To-Exceed amount of \$4,098,000.00 ("Amendment 1"); and
- C. SBCTA and CONSULTANT desire to amend the Contract to increase the contract amount by adding the existing contract authority in the amount of \$1,682,178.00 accordingly and to exercise the Contract's two one-year options to extend the Contract term through June 30, 2023, to coincide with the end of the Fiscal Year of June 30, 2023.
- D. SBCTA desires to exercise its right under Section 21.2.12 to update the insurance requirements based upon the nature of the risk and prior experience.

NOW THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. Delete paragraph 3.2 of ARTICLE 3. "COMPENSATION" in its entirety and replace with the following:

"3.2 The total Contract Not-To-Exceed Amount is Five Million Seven Hundred Eighty Thousand One Hundred Seventy-Eight Dollars (\$5,780,178.00). All Work provided under this Contract is to be performed as set forth in Scope of Work described in Exhibits A and A.1 and shall be reimbursed pursuant to Exhibits B and B.1. The hourly labor rates identified in Exhibits B and B.1 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 Exhibits B and B.1. 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 Exhibits B or B.1 or agreed to and approved by SBCTA as required under this Contract."

2. Delete ARTICLE 2. "CONTRACT TERM" in its entirety and replace with the following:

“2 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by San Bernardino County Transportation Authority’s (SBCTA) Procurement Analyst, and shall continue in full force and effect through June 30, 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 cost incurred prior to issuance of the NTP.

3. Delete ARTICLE 21.1 "INSURANCE" in its entirety and replace with the following:

21.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any of the Work to procure and maintain such insurance specified below.

21.1.1 Professional Liability – Intentionally Omitted

21.1.2 Worker's Compensation/ Employer's Liability Insurance — 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 Indemnitees. 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. SBCTA and CONSULTANT 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. 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 Insurance - 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**.
- 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 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 Umbrella/Excess CGL Insurance - 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 Commercial Auto Insurance - 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 21.1.4 (Umbrella/Excess CGL) 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 - The policy must include the following:

- \$1,000,000 per claim or occurrence limits/\$1,000,000 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.

21.1.7 Railroad Protective Liability - The policy must include the following:

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SBCTA with respect to the operations the CONSULTANT or any of their subconsultants perform on the Property.

- Minimum Limits: **\$2,000,000 per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6,000,000 annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply: The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million annual aggregate applies.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the CONSULTANT are explicitly notified, trained, and supervised such that

they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

- 4. Except as amended by this Amendment No. 2, all other provisions of Contract No. 16-1001409 as previously amended shall remain in full force and effect and are incorporated herein by this reference.
- 5. The Recitals set forth above are incorporated herein by this reference.
- 6. This Amendment No. 2 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

JOSHUA GRADING & EXCAVATING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Tim Craft

Owner

By: _____
Frank J. Navarro
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 9

Date: *March 11, 2021*

Subject:

Baseline Agreement for West Valley Connector Bus Rapid Transit Project, Phase 1

Recommendation:

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

Approve the Solutions for Congested Corridors Program Baseline Agreement No. 21-1002564 with the California Transportation Commission and the California Department of Transportation for the West Valley Connector Bus Rapid Transit Project, Phase 1.

Background:

In 2017, the State Legislature passed and the Governor signed Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. One key competitive program is the Solutions for Congested Corridors Program (SCCP), targeted at \$250 million per year.

In January 2020, San Bernardino County Transportation Authority (SBCTA) staff presented a preliminary strategy to submit grant applications to the California Transportation Commission (CTC) for the SB 1 competitive programs, Cycle 2 (2020). The preliminary strategy included submitting an application requesting \$65 million from the SCCP for the West Valley Connector Bus Rapid Transit Project, Phase 1 (WVC). As indicated in the January 2020 agenda item, SBCTA staff submitted the proposed project list and funding requests to California Department of Transportation (Caltrans) for their review and consideration of partnership. In response, Caltrans indicated they would partner with SBCTA on the WVC. Following further discussion with Caltrans, SBCTA ultimately requested \$65 million from the SCCP for the WVC, as planned.

On December 2, 2020, the CTC adopted the Program of Projects for the 2020 SCCP, Cycle 2, and awarded \$65 million in SCCP funding to the WVC. In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA must enter into a Baseline Agreement with Caltrans and the CTC for any project receiving SCCP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because WVC has an approved environmental document, a fully signed Baseline Agreement must be approved by the CTC no later than the June 2021 CTC meeting. Staff is recommending that the SBCTA Board of Directors approve the Baseline Agreement, Contract No. 21-1002564, for the West Valley Connector Bus Rapid Transit Project, Phase 1. It should be noted that the Baseline Agreements for the I-15 Corridor Contract 1 and the I-10 Eastbound Truck Climbing Lanes projects, which were also awarded competitive program funds, are scheduled to be presented to the SBCTA Metro Valley Study Session on March 11, 2021.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

March 11, 2021

Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

General Contract Information

Contract No: 21-1002564 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: SCCP Baseline Agreement for West Valley Connector Bus Rapid Transit, Phase 1
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar Contracts _____ Sole Source? N/A _____ N/A _____
 Zero Dollar _____ MOU/COOP/JPA _____

Accounts Payable

Estimated Start Date: 6/23/2021 Expiration Date: 4/11/2025 Revised Expiration Date: _____
 N/A _____ N/A _____ N/A _____

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Vanessa Schoenewald _____ Andrea Zureick _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT A CSS 21-1002564 Baseline Agreement West Valley Connector Bus Rapid Transit Project [Revision 1] (7414 :

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
West Valley Connector Bus Rapid Transit

Resolution _____
(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

2.1 This Project Baseline Agreement (Agreement) for the *West Valley Connector Bus Rapid Transit*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Solutions for Congested Corridors Program, and included in this program of projects the *West Valley Connector Bus Rapid Transit*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated cost represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution G-20-80, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated _____

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

- 4.3 All signatories agree to adhere to the Commission's Solutions for Congested Corridors Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress mad toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

The state will not cover costs in the event of a cost overrun.

Attachments:

- Exhibit A: Project Programming Request Form
 Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

West Valley Connector Bus Rapid Transit

Resolution _____

Frank Navarro Date _____
President, SBCTA Board of Directors
Project Applicant

Frank Navarro Date _____
President, SBCTA Board of Directors
Implementing Agency

Michael D. Beauchamp Date _____
District Director
California Department of Transportation

Toks Omishakin Date _____
Director
California Department of Transportation

Mitchell Weiss Date _____
Executive Director
California Transportation Commission

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					Date	02/18/2021 14:11:21
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	T458GA	0821000055	1232	San Bernardino County Transportation Authority (SBCTA)		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
San Bernardino				Caltrans HQ		
				MPO	Element	
				SCAG	Mass Transit (MT)	
Project Manager/Contact			Phone	Email Address		
Victor Lopez			909-884-8276	vlopez@gosbcta.com		

Project Title
 West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Mainline Improvements

Location (Project Limits), Description (Scope of Work)
 In San Bernardino and Los Angeles Counties through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Boulevard from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Avenue from ONT to Inland Empire Boulevard, on Inland Empire Boulevard from Archibald Avenue to Ontario Mills Mall, on Milliken Avenue from Ontario Mills Mall to Foothill Boulevard, and on Foothill Boulevard from Milliken Avenue to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the SB County Zero-emission Bus Initiative and second Bus Rapid Transit route in San Bernardino County. The project includes the construction of 21 stations between Pomona and Rancho Cucamonga. The project will also provide level boarding, transit signal priority.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts			
Assembly:	52,40	Senate:	20,23
		Congressional:	35,31
Project Milestone		Existing	Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase		11/02/2015	11/02/2015
Circulate Draft Environmental Document	Document Type EIR/FONSI	06/24/2019	06/24/2019
Draft Project Report		06/24/2019	06/24/2019
End Environmental Phase (PA&ED Milestone)		05/12/2020	05/12/2020
Begin Design (PS&E) Phase		05/06/2020	05/06/2020
End Design Phase (Ready to List for Advertisement Milestone)		07/30/2021	07/30/2021
Begin Right of Way Phase		01/15/2021	01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)		10/21/2022	10/21/2022
Begin Construction Phase (Contract Award Milestone)		10/24/2022	10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)		10/25/2024	10/25/2024
Begin Closeout Phase		10/28/2024	10/28/2024
End Closeout Phase (Closeout Report)		04/11/2025	04/11/2025

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Date 02/18/2021 14:11:21

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victoria Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

1. It runs parallel to the two most congested freeways in the county.
2. Need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network in the SBD valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the US, Ontario International Airport, from both the Metrolink San Bernardino Line in Ranch Cucamonga as well as the Riverside Line in Downtown Pomona. It also links other major destinations along the route and fosters TOD.
3. Corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private, sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the SBD valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (202) and 4,710 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.
4. Represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024.

NHS Improvements <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Roadway Class NA	Reversible Lane Analysis <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	New stations	EA	21
Rail/ Multi-Modal	Miles of new track	Miles	3.5

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Additional Information

Description/Location (continued):

The various stations will include branded shelter/canopy, security cameras, benches, lighting, and variable message signs. Mainline improvements also include the construction of 3.5 miles of dedicated Bus Rapid Transit (BRT) only lanes through central Ontario and 15.5 miles of curb lane mixed-flow operations.

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Track" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhance service.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
			Hours per Capita	5,657	7,857	-2,200
LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

District	County	Route	EA	Project ID	PPNO
08	San Bernardino		T458GA	0821000055	1232

Project Title
 West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Mainline Improvements

Existing Total Project Cost (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Implementing Agency
E&P (PA&ED)	6,704							6,704	San Bernardino County Transporta
PS&E	20,440							20,440	San Bernardino County Transporta
R/W SUP (CT)									San Bernardino County Transporta
CON SUP (CT)									San Bernardino County Transporta
R/W	92,311							92,311	San Bernardino County Transporta
CON		116,932						116,932	San Bernardino County Transporta
TOTAL	119,455	116,932						236,387	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	6,704							6,704	
PS&E	20,440							20,440	
R/W SUP (CT)									
CON SUP (CT)									
R/W	92,311							92,311	
CON		116,932						116,932	
TOTAL	119,455	116,932						236,387	

Fund #1:	RIP - State Cash (Committed)								Program Code
	Existing Funding (\$1,000s)								20.XX.075.600
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		39,745						39,745	
TOTAL		39,745						39,745	

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									For construction contract and construction management
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		39,745						39,745	
TOTAL		39,745						39,745	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Fund #2:	CMAQ - ARRA - Regional Surface Transportation Program (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.010.820
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,887						2,887	
TOTAL		2,887						2,887	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,887						2,887	
TOTAL		2,887						2,887	
Fund #3:	FTA Funds - FTA 5317 - New Freedom Program (Committed)								Program Code
Existing Funding (\$1,000s)									FTA-TRANSIT
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Omnitrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	20,079							20,079	
CON									
TOTAL	20,079							20,079	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									Federal portion of funds received from mid-valley land sale
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	20,079							20,079	
CON									
TOTAL	20,079							20,079	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Fund #4:		State SB1 SCCP - Solution for Congested Corridors Program (Committed)							Program Code	
Existing Funding (\$1,000s)									30.10.030.100	
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency	
E&P (PA&ED)									Caltrans HQ	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		65,000						65,000		
TOTAL		65,000						65,000		
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)									SCCP for construction and construction management	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		65,000						65,000		
TOTAL		65,000						65,000		
Fund #5:		Local Funds - SBD Co Measure I (Committed)							Program Code	
Existing Funding (\$1,000s)									20.10.400.100	
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency	
E&P (PA&ED)	6,704							6,704	San Bernardino County Transporta	
PS&E	20,440							20,440		
R/W SUP (CT)										
CON SUP (CT)										
R/W	43,726							43,726		
CON										
TOTAL	70,870							70,870		
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)	6,704							6,704	\$11M for Project Management is included in PS&E cost	
PS&E	20,440							20,440		
R/W SUP (CT)										
CON SUP (CT)										
R/W	43,726							43,726		
CON										
TOTAL	70,870							70,870		

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Fund #6:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Omnitrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,020							5,020	
CON									
TOTAL	5,020							5,020	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									Local portion of funds from mid-valley land sale
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,020							5,020	
CON									
TOTAL	5,020							5,020	
Fund #7:	Other State - State EEM (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transporta
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	23,486							23,486	
CON									
TOTAL	23,486							23,486	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	23,486							23,486	
CON									
TOTAL	23,486							23,486	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Fund #8:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Ontario
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,300						9,300	
TOTAL		9,300						9,300	
Proposed Funding (\$1,000s)									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,300						9,300	
TOTAL		9,300						9,300	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					Date	02/18/2021 14:22:57
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08			1232C	Caltrans HQ		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
San Bernardino				San Bernardino County Transportation Authority (SBCTA)		
				MPO	Element	
				SCAG	Mass Transit (MT)	
Project Manager/Contact			Phone	Email Address		
Victor Lopez			909-884-8276	vlopez@gosbcta.com		

Project Title
 West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Vehicles

Location (Project Limits), Description (Scope of Work)
 In San Bernardino and Los Angeles Counties through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Boulevard from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Avenue from ONT to Inland Empire Boulevard, on Inland Empire Boulevard from Archibald Avenue to Ontario Mills Mall, on Milliken Avenue from Ontario Mills Mall to Foothill Boulevard, and on Foothill Boulevard from Milliken Avenue to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the San Bernardino County Zero-emission Bus Initiative and second Bus Rapid Transit route in San Bernardino County. Headways will be 10 min in peak commute period and 15 min off-peak, providing a high level of service to the community. In order to provide the required Bus Rapid Transit (BRT) service, the project includes the procurement of 18 zero-emission battery-electric buses.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts			
Assembly:	52,40	Senate:	20,23
		Congressional:	35,31
Project Milestone		Existing	Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase		11/02/2015	11/02/2015
Circulate Draft Environmental Document	Document Type EIR/FONSI	06/24/2019	06/24/2019
Draft Project Report		06/24/2019	06/24/2019
End Environmental Phase (PA&ED Milestone)		05/12/2020	05/12/2020
Begin Design (PS&E) Phase		05/06/2020	05/06/2020
End Design Phase (Ready to List for Advertisement Milestone)		07/30/2021	07/30/2021
Begin Right of Way Phase		01/15/2021	01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)		10/21/2022	10/21/2022
Begin Construction Phase (Contract Award Milestone)		10/24/2022	10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)		05/14/2024	05/14/2024
Begin Closeout Phase		05/15/2024	05/15/2024
End Closeout Phase (Closeout Report)		04/11/2025	04/11/2025

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Date 02/18/2021 14:22:57

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victoria Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

- 1) it runs parallel to the two most congested freeways in the county.
- 2) need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network in the San Bernardino Valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the U.S., Ontario International Airport, from both the Metrolink San Bernardino Line in Rancho Cucamonga as well as the Riverside Line at Downtown Pomona. It also links other major destinations along the route and fosters TOD.

(continued on next page)

NHS Improvements YES NO Roadway Class NA Reversible Lane Analysis YES NO
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Miles of new track	Miles	3.5
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	New stations	EA	21

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Additional Information

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Track" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhance service.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
			Hours per Capita	5,657	7,857	-2,200
LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

District	County	Route	EA	Project ID	PPNO
08	San Bernardino				1232C

Project Title
 West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Vehicles

Existing Total Project Cost (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Implementing Agency
E&P (PA&ED)									San Bernardino County Transporta
PS&E									San Bernardino County Transporta
R/W SUP (CT)									San Bernardino County Transporta
CON SUP (CT)									San Bernardino County Transporta
R/W									San Bernardino County Transporta
CON		27,160						27,160	San Bernardino County Transporta
TOTAL		27,160						27,160	

Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		27,160						27,160	
TOTAL		27,160						27,160	

Fund #1:	CMAQ - Congestion Mitigation (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.010.820
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transporta
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		8,010						8,010	
TOTAL		8,010						8,010	

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		8,010						8,010	
TOTAL		8,010						8,010	

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Fund #2:	State SB1 SCCP - Solution for Congested Corridors Program (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.210.350
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									There are no SCCP funds proposed for this contract; this is required to save ePPR.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	Other State - Low Carbon Transit Operations Program (LCTOP) (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transporta
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		4,150						4,150	
TOTAL		4,150						4,150	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		4,150						4,150	
TOTAL		4,150						4,150	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Fund #4:	Other State - Transit and Intercity Rail Capital Program (TIRCP) (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		15,000						15,000	
TOTAL		15,000						15,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		15,000						15,000	
TOTAL		15,000						15,000	

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	01/22/2021 15:06:37
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input checked="" type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
08			1232B	Caltrans HQ	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino				San Bernardino County Transportation Authority (SBCTA)	
				MPO	Element
				SCAG	Mass Transit (MT)
Project Manager/Contact			Phone	Email Address	
Victor Lopez			909-884-8276	vlopez@gosbcta.com	

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Maintenance Facility (D/B Contract)

Location (Project Limits), Description (Scope of Work)

In San Bernardino County through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Blvd from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Ave from ONT to Inland Empire Blvd, on Inland Empire Blvd from Archibald Ave to Ontario Mills Mall, on Milliken Ave from Ontario Mills Mall to Foothill Blvd, and on Foothill Blvd from Milliken Ave to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the SB County Zero-emission Bus Initiative and second BRT route in SB County. Headways will be 10 min in peak commute period and 15 min off-peak, providing a high level of service to the community. The project includes modifications to an existing maintenance facility in order to maintain the additional 18 zero-emission battery-electric buses that are needed to operate the new Bus Rapid Transit (BRT) service.

(continued in additional information)

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40	Senate:	20,23	Congressional:	35,31
-----------	-------	---------	-------	----------------	-------

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		11/02/2015
Circulate Draft Environmental Document Document Type EIR/FONSI		06/24/2019
Draft Project Report		06/24/2019
End Environmental Phase (PA&ED Milestone)		05/12/2020
Begin Design (PS&E) Phase		10/01/2021
End Design Phase (Ready to List for Advertisement Milestone)		10/01/2021
Begin Right of Way Phase		01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)		10/21/2022
Begin Construction Phase (Contract Award Milestone)		10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)		05/14/2024
Begin Closeout Phase		05/15/2024
End Closeout Phase (Closeout Report)		04/11/2025

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Date 01/22/2021 15:06:37

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victoria Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

1) it runs parallel to the two most congested freeways in the county.

2) need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network in the San Bernardino Valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the U.S., Ontario International Airport, from both the Metrolink San Bernardino Line in Rancho Cucamonga as well as the Riverside Line at Downtown Pomona. It also links other major destinations along the route and fosters TOD.

(continued on next page)

NHS Improvements <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Roadway Class NA	Reversible Lane Analysis <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Miles of new track	Miles	3.5
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	New stations	EA	21

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Additional Information

Description/Location (continued):

Modifications to the existing maintenance facility include installing the charging stations required to charge 18 zero-emission battery-electric buses and retrofits to the existing electrical infrastructure. The existing parking lot will also need to be reconfigured in order to accommodate the additional zero-emission battery-electric buses and new charging infrastructure.

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Track" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhance service.

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Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
Hours per Capita			5,657	7,857	-2,200	
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

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District	County	Route	EA	Project ID	PPNO
08					1232B

Project Title
 West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Maintenance Facility (D/B Contract)

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transporta
PS&E									San Bernardino County Transporta
R/W SUP (CT)									San Bernardino County Transporta
CON SUP (CT)									San Bernardino County Transporta
R/W									San Bernardino County Transporta
CON									San Bernardino County Transporta
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		3,500						3,500	
TOTAL		3,500						3,500	

Fund #1:	CMAQ - Congestion Mitigation (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transporta
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		3,500						3,500	
TOTAL		3,500						3,500	

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Fund #2:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissi
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									There are no SCCP funds propose for this contract; this is required to save ePPR.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: 21-1002564 Attachment B (7414 : Baseline Agreement for West Valley Connector)

FINAL BASIS OF DESIGN REPORT

West Valley Connector Project
Environmental Clearance,
Preliminary & Final Design



cta

San Bernardino County
Transportation Authority



OmniTrans

Connecting Our Community.

January 2021

Contract Number:

17-1001636

Project Number:

648601



BASIS OF DESIGN REPORT (FINAL)

West Valley Connector Project

Omnitrans sbX BRT System

Rev. 2
January 2021

Prepared for:
**San Bernardino County
Transportation Authority (SBCTA)**

Prepared by:
Parsons

This is a controlled document; please do not duplicate. If additional copies are required, please request them from Document Control. This will ensure that all recipients of the document receive revisions and additions.

_____ Victor Lopez, Chief of Transit and Rail Programs, SBCTA	_____ Date
_____ Carrie Schindler, Director of Transit and Rail Programs, SBCTA	_____ Date
_____ Raymond Wolfe, Executive Director, SBCTA	_____ Date

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TRANSIT COMMITTEE ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Ray Marquez City of Chino Hills		X										
Frank Navarro City of Colton		X										
Aquanetta Warren City of Fontana		X										
Larry McCallon City of Highland		X										
John Dutrey City of Montclair		X										
Alan Wapner City of Ontario		X										
L. Dennis Michael City of Rancho Cucamonga		X										
Deborah Robertson City of Rialto		X										
John Valdivia City of San Bernardino												
David Avila City of Yucaipa		X										
Rick Denison Town of Yucca Valley	X	X										
Dawn Rowe Board of Supervisors		X										

Communication: Attendance (Additional Information)

X = Member attended meeting Empty box = Member did not attend meeting
 Crossed out box = Not a member at the time Shaded box=The Transit Committee did not meet

Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



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